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CAS & Football
Annual Report 2025

FEBRUARY 2026

Contents

Foreword

Dear readers,

We are delighted to present the fourth edition of the CAS & Football Annual Report, covering the period from 1 January 2025 to 31 December 2025.

Building on the foundation of previous editions, the CAS & Football Annual Report 2025 provides an overview of FIFA's activities related to appeals lodged before the Court of Arbitration for Sport (CAS) against its decisions, as well as a broader perspective on football's engagement in CAS arbitration during the year.

The objective of this report is still to showcase the key actions and statistical insights of the FIFA Legal & Compliance Division for 2025, with a particular focus on CAS appeals. It is designed to offer stakeholders and legal professionals a clear and comprehensive summary of the most relevant CAS jurisprudence from this period, while also addressing other significant matters concerning FIFA, football, and CAS.

This year's analysis shows that, after an intense period of CAS litigation, the number of appeals against FIFA decisions has continued to fluctuate but remains substantial. While appeals decreased from 431 in 2023 to 326 in 2024, they rose again to 346 in 2025. Despite these variations, the overall volume of CAS proceedings in which FIFA was involved remains significant, reflecting the sustained activity of the FIFA Legal & Compliance Division throughout the year.

Moreover, this year 2025 has seen a considerable number of awards notified to FIFA, consistent with CAS's ongoing efforts to accelerate its decision-making process. This report includes summaries of the most impactful CAS awards concerning appeals against FIFA decisions.

Based on the information made public by CAS for the first time ever, also analyzes the appointed Sole Arbitrators and Panel Presidents by CAS.

In addition to the above, FIFA has introduced two major resources this year: the Quarterly Report on Football Awards and the FIFA Jurisprudence Database. These initiatives aim to enhance transparency and provide stakeholders with timely and structured access to key legal developments in football.

We trust that this updated overview of the FIFA Legal & Compliance Division's main activities will serve as a valuable reference for stakeholders and legal practitioners engaged in CAS-related matters.

Yours faithfully,

Miguel Liétard
Director of Litigation

Roberto Nájera Reyes
Head of Litigation

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Overview

Overview

Article 49 of the FIFA Statutes (ed. 2024) confirms the jurisdiction of the Court of Arbitration for Sport (CAS) to hear appeals against final decisions issued by FIFA's various bodies.

Decisions rendered by FIFA bodies on a wide range of matters continue to be appealed and reviewed by CAS. The FIFA Legal & Compliance Division plays a central role in this process, acting as the main liaison between FIFA and CAS. In particular, the Litigation Sub-Division manages all appeals submitted to CAS concerning FIFA decisions.

The CAS & Football Report 2025 provides a comprehensive overview of CAS appeals against FIFA decisions and other key issues related to CAS for the period from 1 January 2025 to 31 December 2025.

In 2025, CAS notified FIFA of 346 appeals against its decisions.

As is generally the case, FIFA did not have a direct legal interest in many of these disputes, especially those originating from the FIFA Football Tribunal, as they did not involve FIFA's prerogatives or disciplinary powers, instead dealing with purely contractual issues. Consequently, as in previous editions, these appeals can be grouped into three categories:

i. cases in which FIFA was not involved as a party,

ii. cases where FIFA successfully requested exclusion from the proceedings, and

iii. cases in which FIFA was a party.

This report also includes a detailed analysis of the outcomes of cases involving FIFA, focusing on awards notified during the reporting period. A total of 153 CAS awards/orders in which FIFA was a party were notified in 2025. It is recalled that not all cases result in awards on the merits; therefore, we distinguish between Awards on the Merits, Awards on Costs, Termination Orders, and Consent Awards.

Consistent with previous trends, most CAS cases involving FIFA resulted in the appealed decisions being fully confirmed (appeal dismissed) or confirmed on the merits with minor amendments for proportionality or based on new evidence introduced during CAS proceedings (leading to the partial upholding of the appeal).

In 2025, out of 73 Awards on the Merits in cases involving FIFA, 59 cases (81%) upheld FIFA's decisions, either dismissing the appeal entirely or partially. Additionally, 8 cases (11%) annulled the appealed decision or referred the matter back to the relevant FIFA body, while 6 decisions (8%) declared the appeal inadmissible.

The report also presents global statistics on football-related cases before CAS that are not directly linked to FIFA decisions (e.g., decisions from member associations and confederations).

Furthermore, the CAS & Football Report 2025 summarizes the most relevant awards notified during the year, grouped by topic, including:

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

This report also addresses appeals of CAS awards related to football before the Swiss Federal Tribunal (SFT) in 2025, along with a summary of significant cases.

FIFA continues its commitment to transparency by disclosing the names of arbitrators appointed by itself or its co-respondents in proceedings before CAS. In addition, as CAS has â•fi for the first time ever - published the list of arbitrators appointed in CAS proceedings between 2022 and 2025, a precise overview of the Sole Arbitrators and Presidents of Panels specifically appointed by CAS in football-related matters is incorporated as a novelty into this report.

In line with FIFA's commitment to transparency and accessibility, this year saw the launch of two major resources: the Quarterly Report on Football Awards, which provides stakeholders with timely summaries on key decisions, and the FIFA Jurisprudence Database, offering structured access to relevant CAS awards and SFT decisions. These tools aim to enhance transparency, understanding and consistency in football-related legal matters.

Finally, the report includes updated information on the FIFA-CAS Football Legal Aid Fund (FLAF), which began operating on 1 February 2023, highlighting the number of requests received, approvals granted, and amounts allocated to clubs, players, and coaches.

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Total number of appeals

2.1 Overall appeals

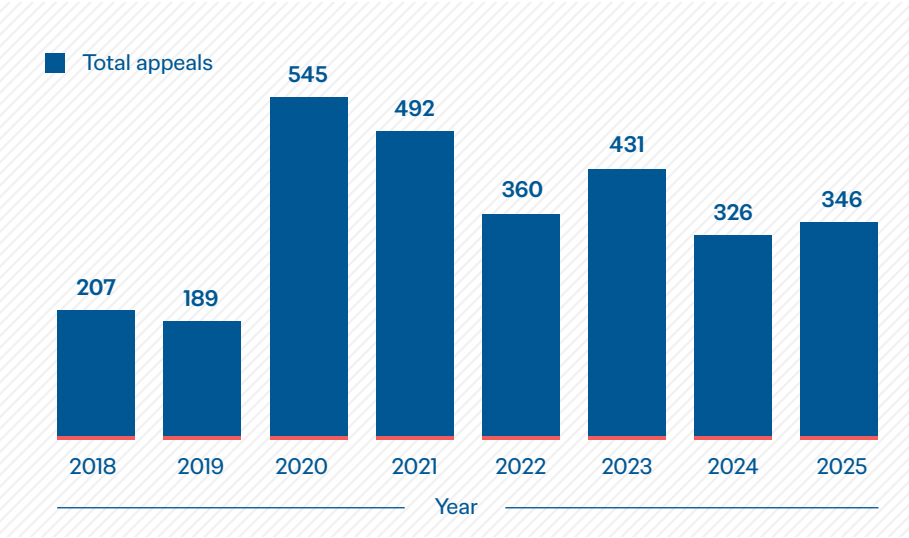
From 1 January 2025 to 31 December 2025, FIFA bodies issued more than 35,000 decisions[1].

During the same period, a total of 346 appeals were filed before CAS against various decisions, mainly those made by FIFA bodies.

346

In summary, of the decisions issued by FIFA in 2025, approximately less than 1% were appealed to CAS.

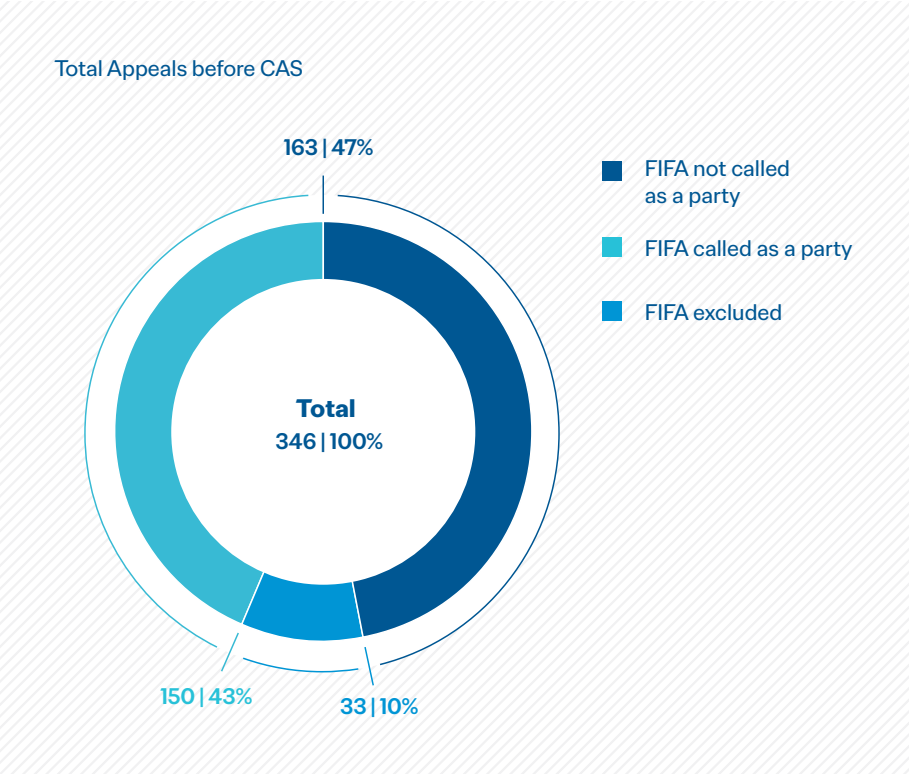
Compared to 2024, the total number of appeals in 2025 increased by 6.13% (an increase of 20 cases).



Out of 346 appeals filed against FIFA decisions in 2025, FIFA participated in 43% (150) of the proceedings. FIFA was not involved in 57% (196) - comprised of 47% (163) where FIFA was not called as a respondent and a further 10% (33) where FIFA was initially summoned as a party but the appeal later excluded as a respondent by the withdrawal of the appeal against it.

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

2 Total number of appeals



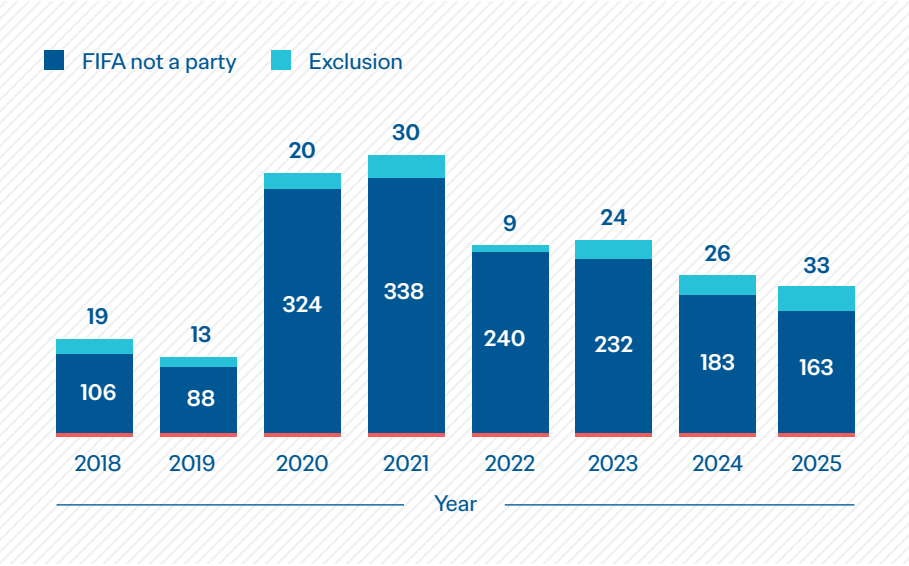
2.2 Appeals where FIFA is Not a Party and FIFA's exclusion

Among the decisions issued by FIFA bodies that are appealed to CAS, those originating from the Football Tribunal primarily concern contractual disputes between clubs, players, coaches, and/or agents, with FIFA acting solely as the adjudicating authority.

In most cases, appeals against Football Tribunal decisions target only the opposing party in the dispute, as FIFA has no legal stake in these so-called "horizontal" matters. Occasionally, FIFA is named as a respondent despite its involvement not being necessary. When this occurs, FIFA seeks to be removed from the proceedings. Such removal is granted only if the appellant agrees to withdraw the appeal against FIFA, allowing the dispute to proceed exclusively between the contractual parties. Historically, FIFA's involvement in appeals concerning Football Tribunal decisions has been low, although this year has seen a slight increase.

As previously noted, in 2025, FIFA was either not named as a party or was successfully removed from 57% (196 of 346) of the appeals filed before CAS against FIFA decisions. Put differently, FIFA actively participated in 43% (150 of 346) of these cases.

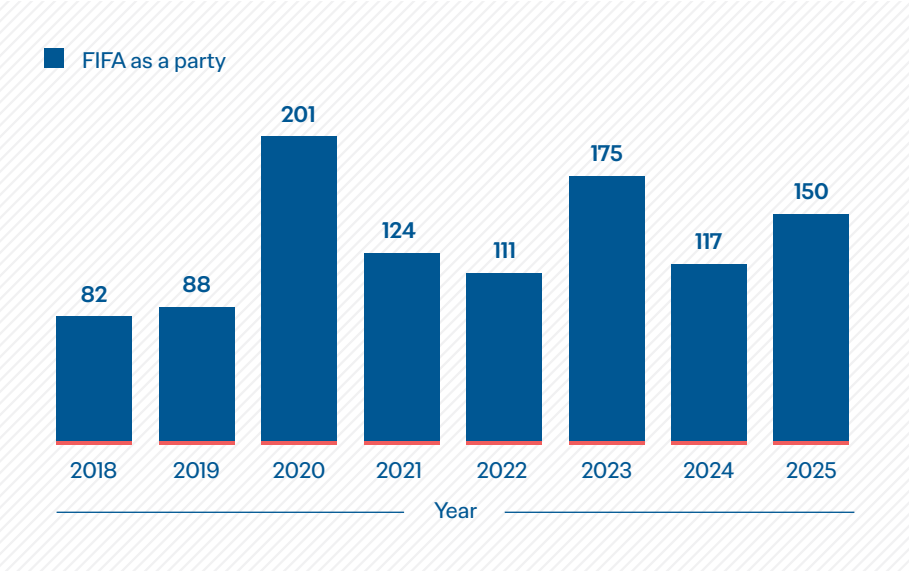
The table below illustrates the number of instances in recent years where FIFA was either not summoned or was later excluded from CAS proceedings.



2.3 Appeals where FIFA is a Party

Building on the analysis presented in the CAS & Football Annual Reports 2023 and 2024, the number of CAS appeals involving FIFA recently jumped to 175 in 2023, mainly because the new FIFA Clearing House system led to many disputes about compliance and payments. This was an unusual spike, as corroborated by the decrease of such cases to 117 in 2024. However, in 2025, the figure went up again to 150—higher than in 2024, but still below the exceptional level of the previous year.

Overall, after the most recent spike in 2023, the caseload had apparently levelled down, yet rose substantially in 2025.



2.4 Appeals by FIFA legal body

Most appeals to the CAS challenging FIFA decisions typically originate from the Football Tribunal, specifically the PSC and DRC.

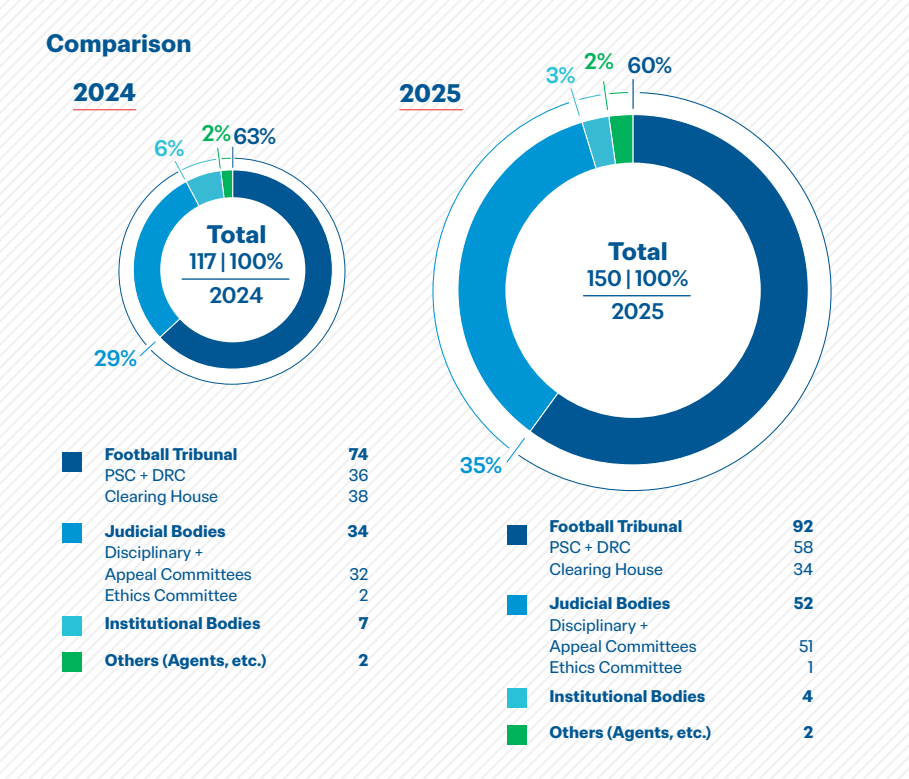
In 2025, cases where FIFA was involved as a party were linked to rulings issued by various FIFA legal bodies and departments[2].

FIFA Body	Cases	%
Football Tribunal	**92**	**60%**
Football Tribunal (PSC + DRC)	58	38
Clearing House	34	22
Judicial Bodies	**52**	**35%**
Disciplinary + Appeal Committees	51	34
Ethics Committee	1	1
Agents	**4**	**3%**
Other	**2**	**2%**
Total	**150**	**100%**

After the exceptional pattern observed in 2024 - when decisions of the Clearing House briefly became the main source of CAS appeals within the relevant areas - the 2025 figures show a clear reversion to historical numbers. Appeals arising from the Football Tribunal, meaning the PSC and DRC, have once again become the primary source of challenges before CAS this past year, closely followed by the decisions from the Judicial Bodies.

[2] The great majority of the 196 cases in which FIFA was not a party relate to appeals against decisions of the Football Tribunal.

This shift suggests that Clearing House cases have stabilized and that the "traditional" FIFA bodies, which tend to generate a wider factual and legal debate, are back at the center of most appeals.



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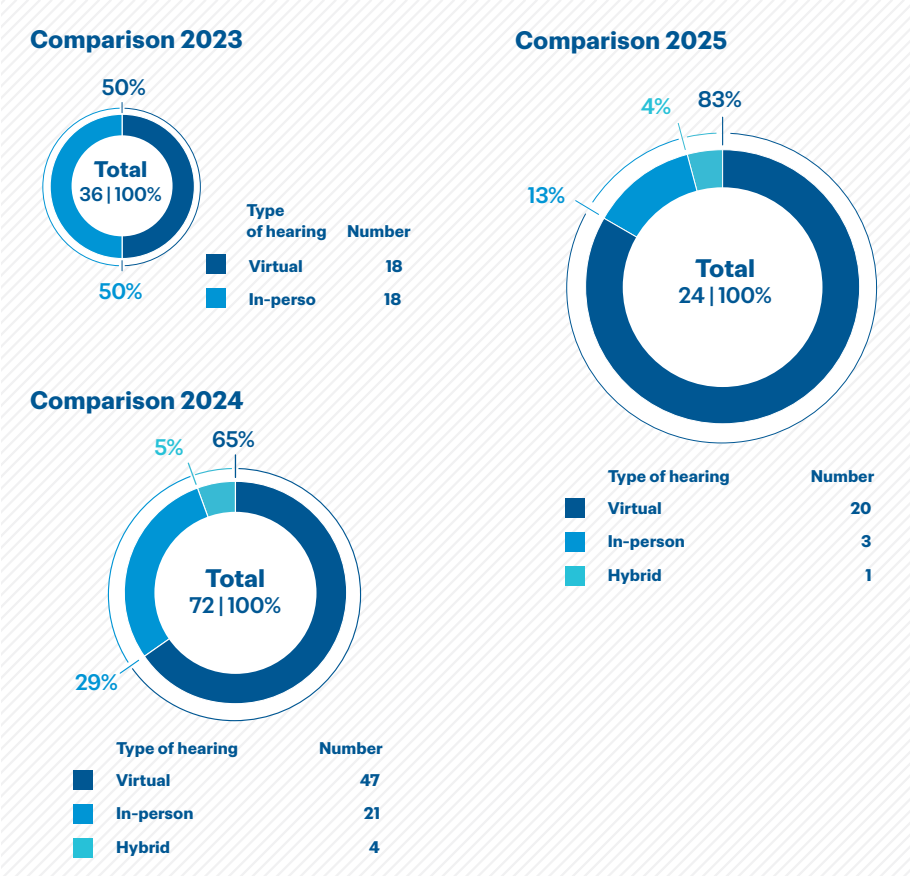
CAS Hearings in 2025

CAS Hearings in 2025

In 2025, FIFA participated in 24 CAS hearings, marking a low volume after the exceptional spike observed in 2024, when hearings involving FIFA rose drastically to 72. The 2025 figure also remains below the levels recorded in previous years, notably the 36 hearings in 2023 and the 49 hearings in 2022. This multi-year perspective confirms that the exceptionally high activity in 2024 was an outlier rather than an emerging trend. Moreover, in four cases in 2025, FIFA chose not to attend hearings due to a lack of legal interest, further contributing to its reduced participation figure.

The 2025 data confirms the continued shift toward virtual hearings in CAS proceedings involving FIFA.

In 2025, 83% of all hearings involving FIFA were held online (20 of 24), with 3 conducted in person (13%) and 1 in a hybrid format (4%). This accelerates the trend already visible in 2024, when virtual hearings accounted for 65% of the total (47 of 72), alongside 21 in person (29%) and 4 hybrid (6%) hearings. By comparison, 2023 was evenly split between virtual and in person formats (18 each; 50%–50%), confirming a clear and consolidated evolution toward videoconference as the dominant modality.



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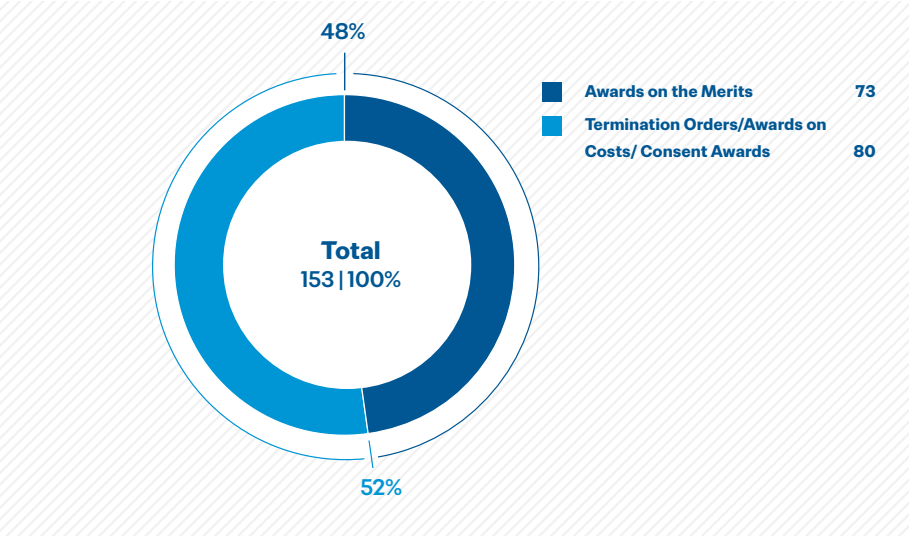
CAS Awards involving FIFA received in 2025

4.1 Introduction

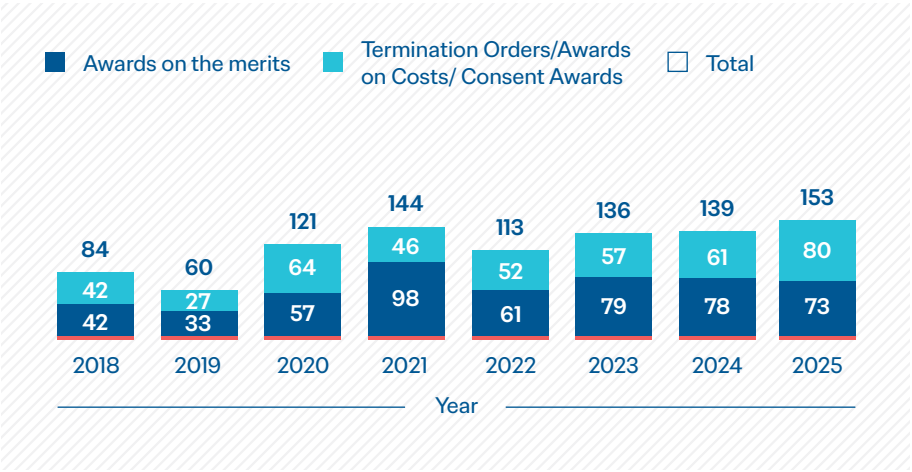
From 1 January 2025 to 31 December 2025, FIFA received 153 decisions from CAS in cases in which it was a party.

As highlighted in previous reports, not all cases result in a decision on the merits. Many are concluded through Termination Orders, Awards on Costs, or Consent Awards, often because appeals are withdrawn or the parties reach a settlement.

With this in mind, the CAS decisions received by FIFA in 2025 are categorized into the following groups:



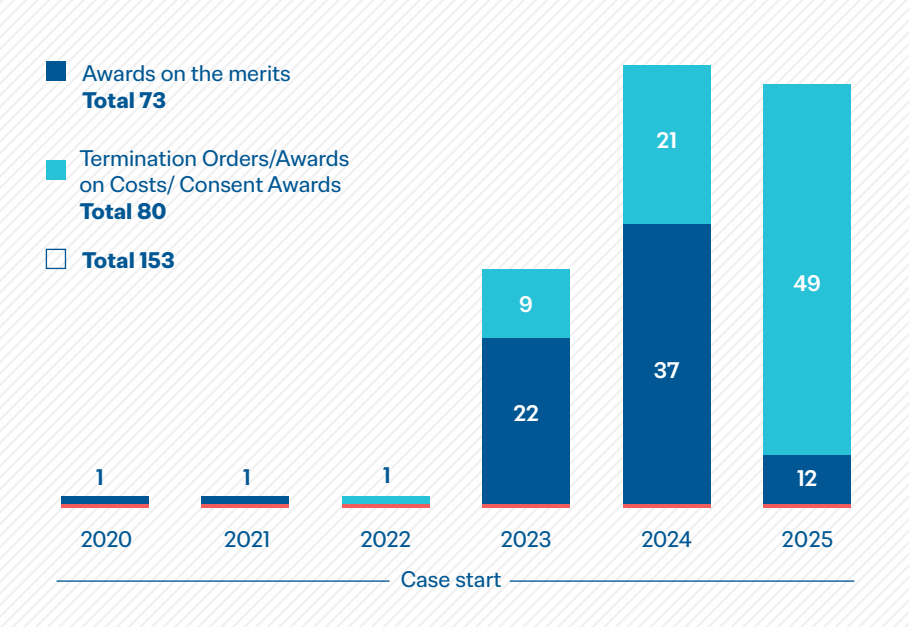
The table below shows the number of CAS decisions received since 2018 in which FIFA was a party.



It is important to highlight that, although this report focuses on CAS awards issued in 2025 involving FIFA, many of these decisions originate from proceedings initiated several years earlier.

In particular, Arbitral Awards (excluding those on costs and consent awards) include 1 case initiated in 2020, 1 in 2021, 22 in 2023, 37 in 2024, and 12 cases that started in 2025.

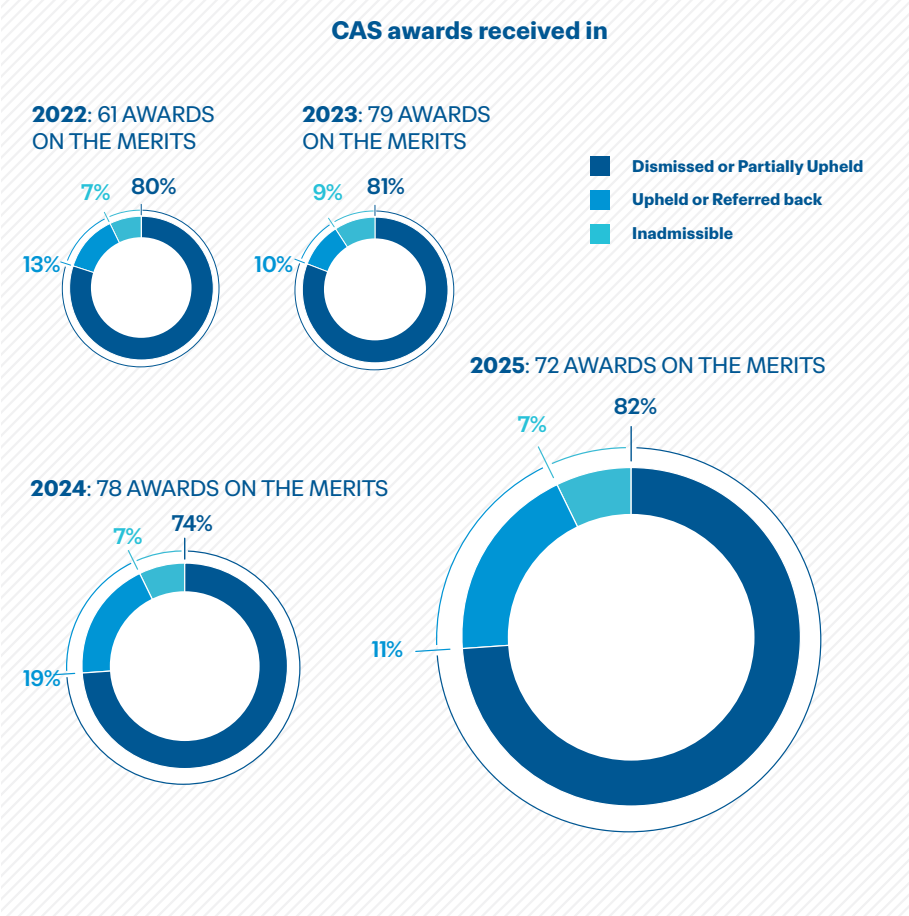
With respect to Termination Orders/Awards on Costs/Consent Awards, these include 1 case from 2022, 9 from 2023, 21 from 2024, and 49 from 2025. This distribution illustrates how CAS timelines often extend across multiple calendar years.



4.2 Outcome of the Awards on the Merits

Of the 73 merit-based awards issued in 2025 in cases where FIFA acted as the respondent, 59 (81%) either dismissed the appeal and upheld FIFA's decision or partially granted the appeal while maintaining the core reasoning of the original decision adjusting certain elements for proportionality. Meanwhile, 8 (11%) annulled the contested decisions or referred the cases back to the competent FIFA body, and 6 (8%) declared the appeals inadmissible.

Across 2022–2025, the confirmation of FIFA's decisions (and/or their underlying reasoning) has remained consistently strong. In 2022 and 2023, around 80–81% of awards dismissed the appeal or partially upheld FIFA's position. This dropped to 74% in 2024 but rose again to 81% in 2025, confirming that the dip in 2024 was temporary. Annulled or referred-back decisions followed the opposite pattern: after remaining between 10–13% in 2022 and 2023, they peaked at 19% in 2024 before falling back to 11% in 2025. Inadmissible appeals stayed stable throughout the period, ranging from 7% to 9%. Overall, the four-year comparison shows a steady and positive trend, with 2024 standing out as an exception rather than a shift in outcome patterns.



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Length of CAS proceedings

5.1 Introduction

In addition to the 73 CAS awards received in 2025, in which FIFA was directly involved, FIFA also received 105 awards from cases where it was not a party. Excluding expedited cases, FIFA was notified a total of 175 awards on the merits in 2025.

As in previous years, this provided FIFA with a comprehensive overview of the duration of CAS proceedings, from the filing of the statement of appeal to the notification of the final award to the parties concerned.

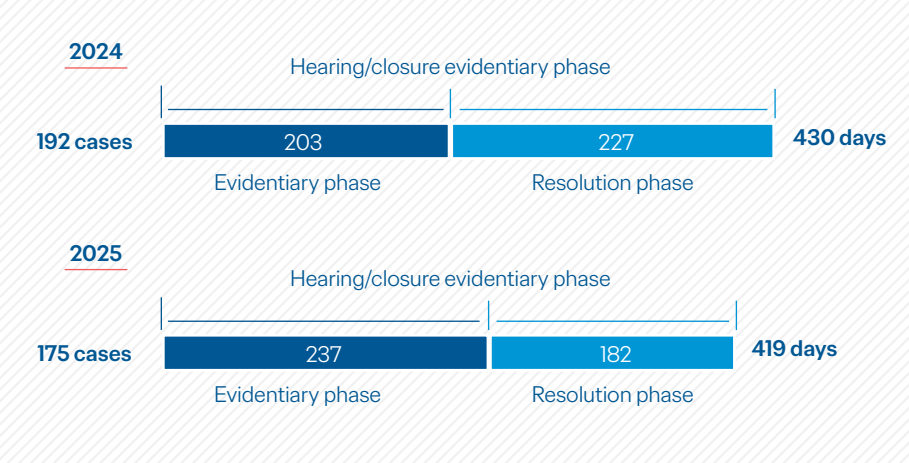
The findings outlined in the following sections are based on the information contained in the 175 awards received from CAS in 2025.

5.2 Average duration of the cases (awards) received in 2025

Based on the relevant CAS awards, the average duration of cases concluded in 2025 was 419 days. Within this timeframe, the period from the filing of the statement of appeal to the conclusion of the hearing or closure of the evidentiary stage (the "evidentiary phase") averaged 237 days.

More relevantly, the interval between the end of the evidentiary phase and the issuance of the arbitral award (the "resolution phase") averaged 182 days.

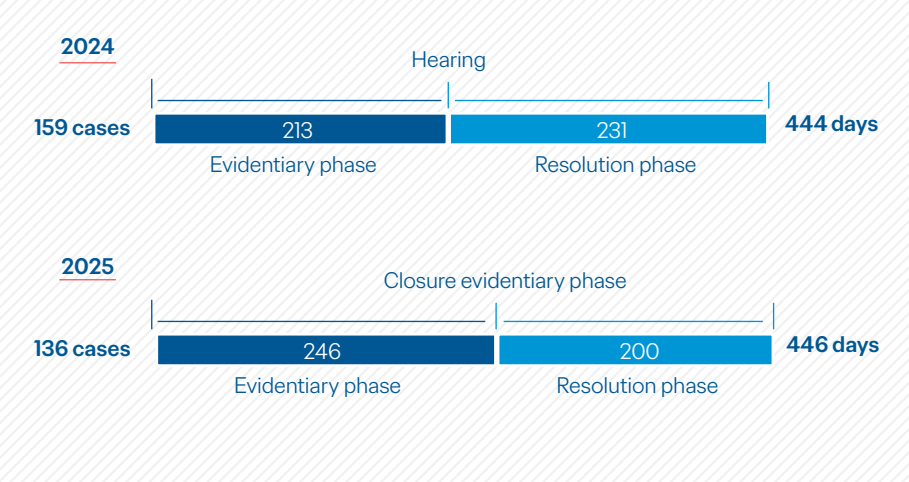
Compared to the previous year, the overall average duration decreased by 11 days. Although the evidentiary phase lasted longer on average (by 34 days), the resolution phase was shorter - by 45 days - amounting to nearly one and a half months. Although some progress has been achieved in this sense, there is still room for improvement so that awards can be notified within four (4) months from the closure of the evidentiary phase as required by Article R59 CAS Code.



5.3 Average duration of the cases with/without hearing

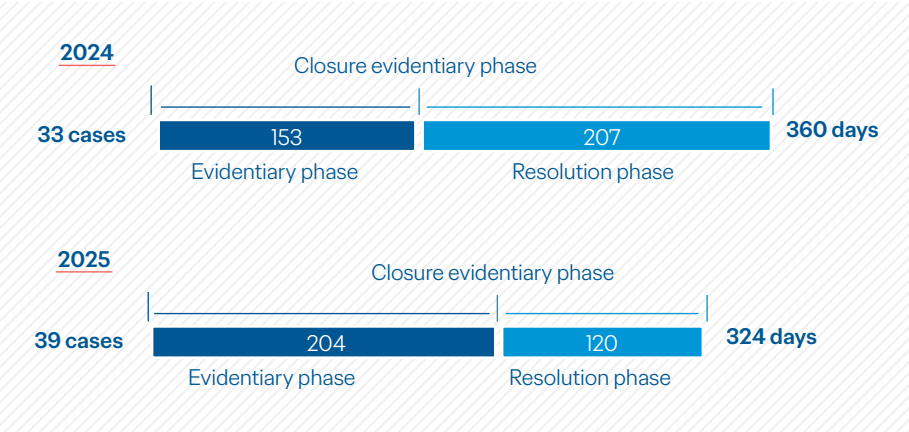
As in previous years, a comparative analysis was conducted between cases that included a hearing and those decided solely on the basis of written submissions.

In 2025, cases involving a hearing lasted an average of 446 days—2 days longer than in 2024 (444 days). Within these, the evidentiary phase averaged 246 days, an increase of 33 days compared with 2024 (213 days). By contrast, the resolution phase averaged 200 days, a reduction of 31 days from the 231-day average recorded in 2024. Taken together, these figures indicate that while evidentiary work took longer in 2025, the decision-making stage accelerated sufficiently to keep overall case durations essentially stable compared with the previous year.



Conversely, cases resolved solely on the basis of written submissions averaged 324 days in 2025, significantly shorter than those involving a hearing. Within these cases, the evidentiary phase lasted approximately 204 days, while the resolution phase averaged 120 days.

Although there is still room for improvement, the overall duration of cases without hearings remained almost unchanged compared to 2024, with only a 36-day decrease (from 360 in 2024) in 2025. Notably, the evidentiary phase expanded by 51 days (from 153 in 2024), but this was more than offset by a substantial decrease in the resolution phase, which shortened by 87 days (from 207 in 2024).



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CAS Global Football Statistics

6.1 Introduction

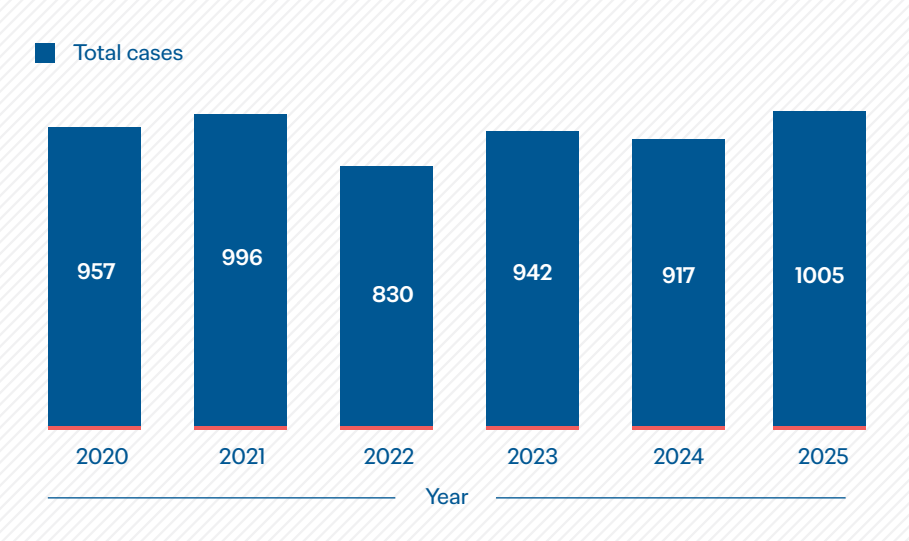
The following figures provided by CAS present a comprehensive overview of all football related cases brought before this tribunal.

They encompass not only matters connected to FIFA but also decisions issued by national and regional associations, confederations, and standard football arbitration bodies.

This information sheds valuable light on the legal issues impacting the sport and serves as an important reference for stakeholders across the football industry.

6.2 Evolution of the global CAS caseload

The total number of cases registered (across all procedure types and all sports) rose from 917 in 2024 to 1005 in 2025, representing an increase of approximately 9.6%, a new all-time record.



6.3 Football-related cases handled by CAS

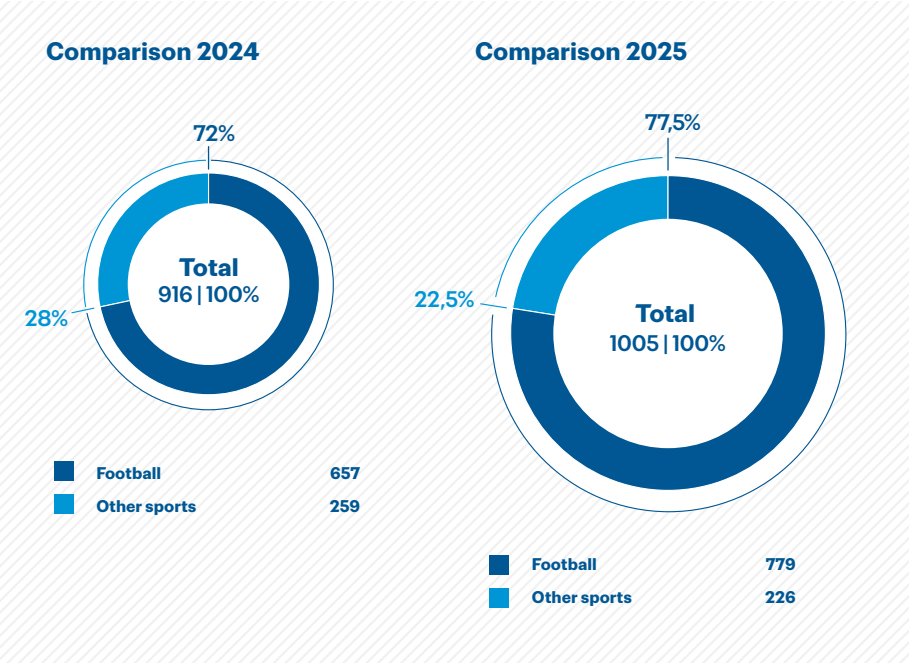
Of the 1005 proceedings mentioned, 779 concerned football matters at the international, continental, and national levels.

Football-related cases at CAS in 2025

779

This number increased by approximately 18.6% compared to 2024, meaning 122 more football cases.

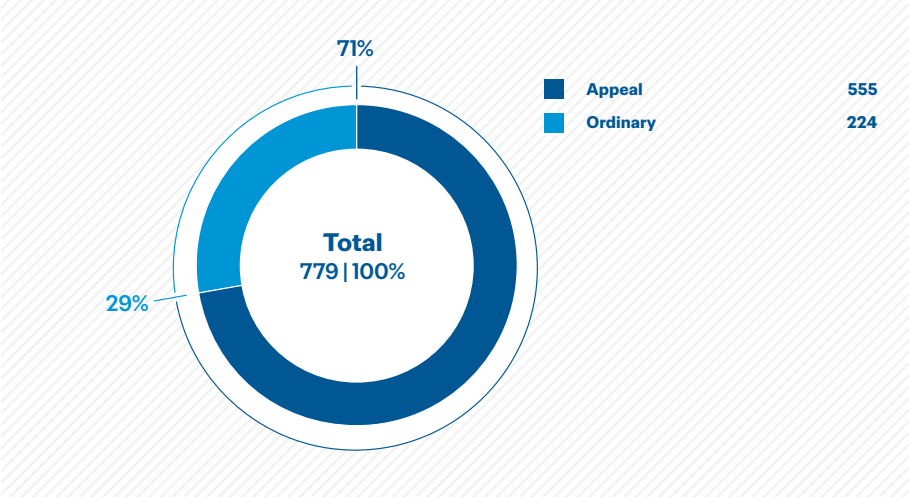
Moreover, football-related matters now account for around 77.5% of all CAS cases.



6.4 Type of procedure

Out of the 779 football-related cases heard by CAS in 2025, 555 were appeal proceedings arising from decisions issued by football institutions (including FIFA), while 224 were ordinary first-instance cases.

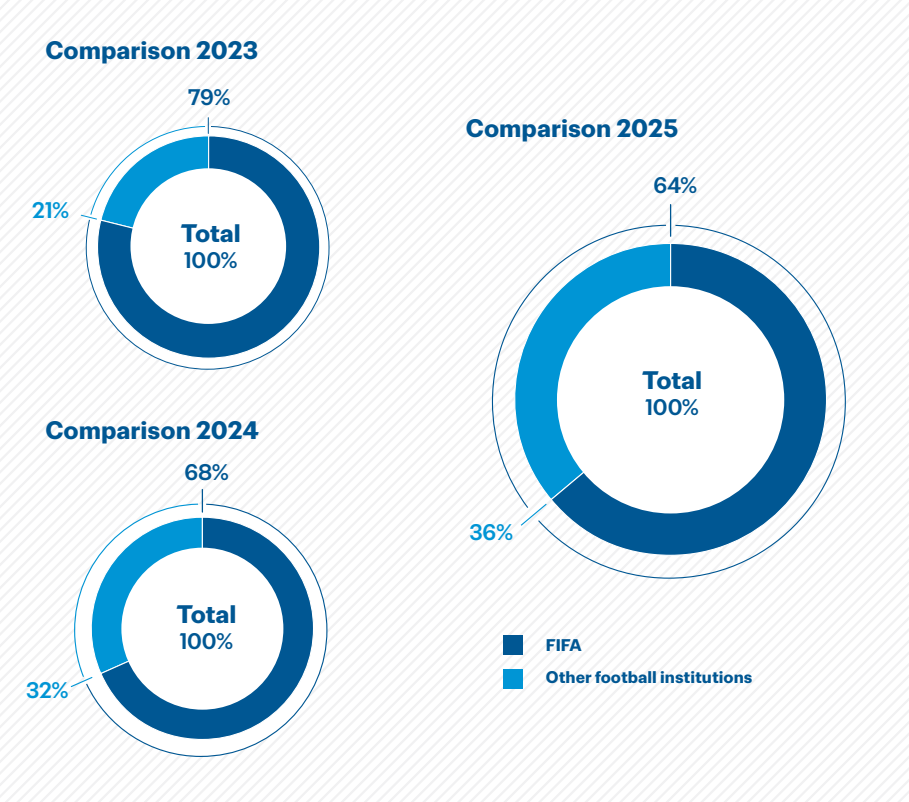
In other words, appeals represented approximately 71% of all football matters before CAS in 2025, whereas ordinary proceedings accounted for about 29%.



6.5 Source of the appealed decisions

A closer look at the appeal proceedings shows that 64% of the challenged decisions in 2025 originated from FIFA bodies, while the remaining 36% were issued by confederations or by national and regional football associations.

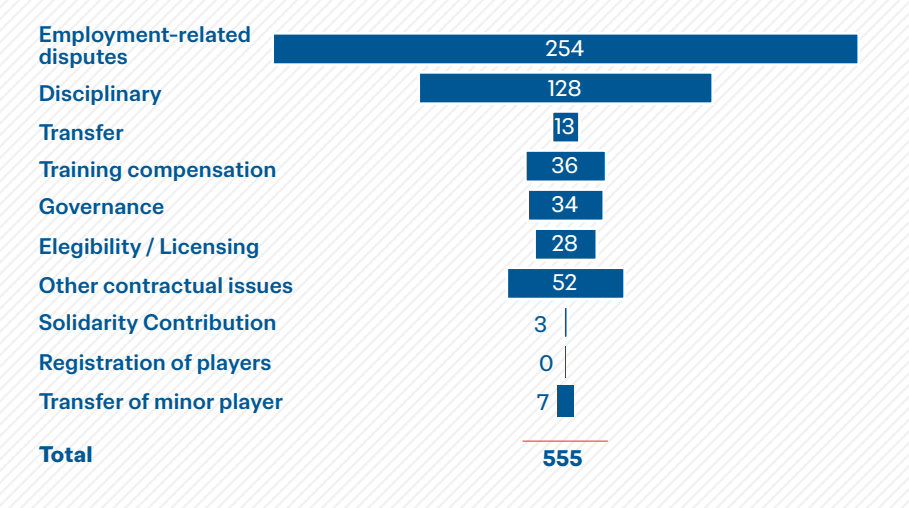
This confirms a continued downward trend in the proportion of appeals directed against FIFA decisions: in 2023, these represented 79% of all football-related appeals, dropping to 68% in 2024, and now declining further to 64% in 2025.



6.6 Subject of the appealed decisions

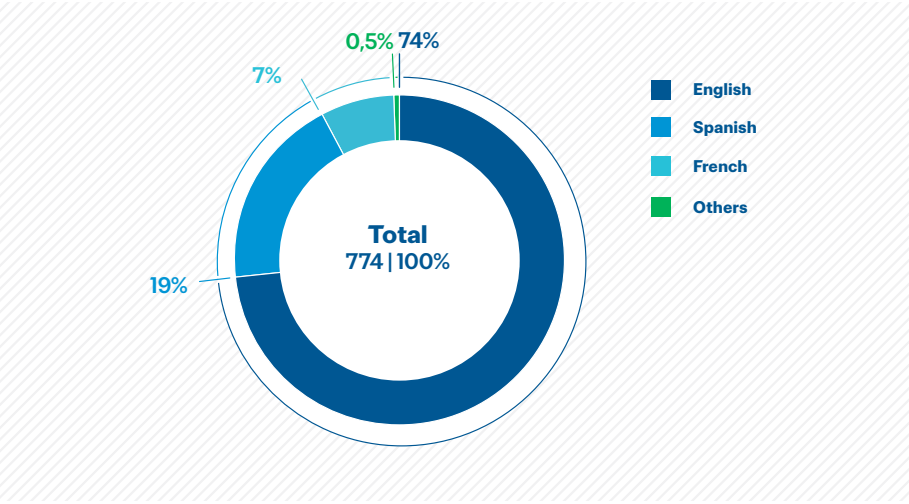
Consistent with recent years, employment-related disputes continued to account for more than half of all football-related appeals.

Disciplinary cases once again formed the second most common category within football appeal proceedings.



6.7 Language

In 2025, the linguistic distribution of football-related cases remained largely consistent with previous patterns. Out of 774 cases, 577 were conducted in English (approximately 74%), 145 in Spanish (19%), 53 in French (7%), and 4 in other languages (0.5%).



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Leading cases in 2025 in appeals against FIFA decisions

8.1 Introduction

In 2025, FIFA received numerous CAS awards relating to its decisions on a variety of matters, in which it may or may not have participated as a party.

Extracted from the FIFA Quarterly Reports on CAS Football Awards, the following sections provide a summary of the most significant CAS case law from 2025, organized by topic within FIFA's regulatory framework.

- Football Tribunal:

  (i) Admissibility; (ii) Evidentiary issues; (iii) *Locus standi*; (iv) FIFA Jurisdiction; (v) Due process and related issues; (vi) *Lis pendens* & *res judicata*; (vii) Mutual termination of Employment Contract; (viii) Early Termination of Employment Contract (with or without just cause); (ix) Mitigation; (x) Joint Liability; (xi) Validity of a contract/clause; (xii) Penalty Clause; (xii) Sell-on Clause; (xiii) Player's economic rights; (xv) *Force majeure*; (xvi) Transfer of minors; (xvii) Clearing House; (xviii) Other cases of interests.

- Judicial Bodies related with decisions issued by:

  - The Disciplinary Committee and Appeal Committee:

    (i) Failure to respect decisions, (ii) Sporting succession, bankruptcy and creditors' diligence; (iii) Eligibility (iv) Inappropriate behaviour of officials; (v) FIFA Jurisdiction (Disciplinary); (vi) Other cases of interest.

  - Ethics Committee:

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

- Other FIFA bodies:

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

- Orders of provisional measures:

  (i) Registration and license of agents; (ii) Stay of a sanction imposed in contractual disputes ; (iii) Stay of a sanction in disciplinary proceedings.

Football Tribunal

i. Admissibility

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

The player and Estoril signed an employment contract on 5 July 2021. After the 2021–22 season, the player traveled to Senegal, where Estoril initiated the visa renewal process. Despite repeated contacts from the club throughout June, July and August 2022, the player did not return to Portugal as instructed. His visa was issued on 22 August 2022, and he was registered with the Portuguese league on 31 August 2022. Estoril opened internal disciplinary proceedings in October 2022 and ultimately terminated the contract for just cause on 9 December 2022. The player later sent default notices claiming unpaid remuneration and compensation for termination without just cause.

Parallel proceedings followed. Estoril filed a claim before the Portuguese Tribunal Arbitral do Desporto on 24 February 2023, which the player did not join. Two days later, on 26 February 2023, the player brought a claim before the FIFA DRC for breach of contract. Estoril counterclaimed, and Istanbul Spor intervened after signing the player in July 2023. On 16 October 2023, the FIFA DRC dismissed the player's claim and partially accepted Estoril's counterclaim. The FIFA DRC notified its grounds on 30 November 2023. Both Istanbul Spor and the player filed appeals before CAS, each seeking to set aside the FIFA DRC decision.

A central issue for the sole arbitrator to decide regards whether Istanbul Spor's appeal is admissible.

A FIFA DRC decision may be appealed to CAS within 21 days of notification. The parties received the FIFA DRC decision on 30 November 2023, meaning the deadline expired on 21 December 2023. The player filed his appeal on that date. CAS did not receive Istanbul Spor's statement of appeal by courier or through the e filing platform by 22 December 2023. The club eventually filed through the e filing platform on 29 December 2023 and by courier in January 2024.

Istanbul Spor demonstrated, however, that it had taken the necessary steps to dispatch its appeal on time and that the delay resulted from DHL's failure to process the shipment. Accordingly, Istanbul Spor demonstrated sufficient diligence.

In short, the sole arbitrator declared Istanbul Spor's appeal admissible.

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

The parties concluded a transfer agreement on 1 August 2023 for a Spanish player, under which Bordeaux was required to pay Gijón a fixed transfer fee in three instalments. Bordeaux failed to make the agreed payments despite receiving invoices and a formal default notice.

On 19 December 2024, Gijón brought a claim before the FIFA PSC for breach of contract. The FIFA General Secretariat issued a proposal on 8 January 2025, and the FIFA PSC confirmed and notified this proposal on 24 January 2025. Bordeaux appealed the FIFA PSC decision to CAS, seeking to have it set aside. In its answer, Gijón asked the sole arbitrator to declare the appeal inadmissible.

A central issue for the sole arbitrator to decide regards whether Bordeaux's appeal is admissible.

Under CAS Code art. R49 and FIFA Statutes art. 50(1), an appeal against a FIFA Football Tribunal decision must be filed within 21 days of receipt of the decision. The time limit begins the day after the decision enters the party's sphere of control, and neither the FIFA Procedural Rules nor Swiss law exclude weekends or public holidays from the computation of time unless the final day itself falls on a non working day.

A decision is considered received once it reaches the addressee's sphere of control, regardless of when the party actually reads it. The appellant bears the burden of proving any circumstance that might affect the *dies a quo* or *dies ad quem*. Failure to respect the deadline automatically renders the appeal inadmissible, and CAS has no discretion to extend the time limit. As such, the respondent's conduct cannot cure a late filing.

The FIFA PSC notified the grounds of its decision on 24 January 2025 through the FIFA Legal Portal, which was under Bordeaux's sphere of control. Bordeaux did not prove that it was unable to access the portal or that the deadline fell on a public holiday or non working day. Accordingly, its statement of appeal, filed on 17 February 2025, was therefore outside the 21 day limit.

In short, the sole arbitrator declared Bordeaux's appeal inadmissible.

Other cases related to admissibility:

CAS 2023/A/9855 Eliandro dos Santos Gonzaga v. Suphanburi Football Club & FIFA

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

TAS 2022/A/8640 Independiente Santa Fe c. Alejandro Patricio Camps & TAS 2022/A/8641 Independiente Santa Fe c. Martin Andres Posse Paz;

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

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

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

CAS 2024/A/10710 Igarian Football Union v. Stefan Jankovic

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

CAS 2023/A/10032 Wolverhampton Wanderers FC v. FIFA

CAS 2024/A/11060 X. v. Club Y.

CAS 2024/A/10680 Diosgyor Futball Club Kft. v. Sergey Kuznetsov & Federation Internationale de Football Association

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

CAS 2024/A/10880 Ngezi Platinum Stars Football Club v. Bongani Mafu, and FIFA

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

ii. Evidentiary issues

CAS 2024/A/11103 Al Gharafa Sports Club v. SC Fotbal Club FCSB SA

Al Gharafa contacted FCSB on 22 June 2024, offering EUR 5,000,000 for the transfer of a player. FCSB allegedly replied from its official "@fcsb.ro" address, confirming the termination clause and providing Romanian bank details. Twelve minutes later, Al Gharafa received an identical message from an unrelated "@leonardo hotels.com" domain.

Over the following days, the parties exchanged emails concerning the transfer terms, including a penalty clause. Between 28 June and 3 July 2024, Al Gharafa received several emails all purporting to come from FCSB officials and all enclosing signed versions of the transfer agreement – some from "@fcsb.ro", others from "@fscb ro.com". These versions consistently contained FCSB's Romanian bank details.

On 11 July 2024, FCSB uploaded the transfer report in TMS, again listing its Romanian bank account. That same day, Al Gharafa received further emails from "@fscb ro.com" suggesting that FCSB might update its payment details. Subsequent correspondence continued to mix official "@fcsb.ro" addresses with the suspicious "@fscb ro.com" domain.

On 15 July 2024, Al Gharafa received invoices allegedly from FCSB, this time containing Vietnamese bank details and an amended transfer agreement. These emails were again sent from a combination of "@fcsb.ro" and "@fscb ro.com" addresses. Repeated follow up emails requested confirmation of payment.

On 31 July 2024, Al Gharafa transferred EUR 5,000,000 to the Vietnamese bank account indicated in the emails and notified the same addresses. It then received an email confirming receipt of payment, and the FCSB president responded on WhatsApp to a screenshot of the bank's approval.

On 9 August 2024, Al Gharafa received an email from an "@fcsb.ro" address accusing it of fabricating an invoice and failing to comply with the transfer agreement. The email attached correspondence allegedly sent on 11 and 15 July 2024 to an incorrect Al Gharafa domain ("@qsl qa.com").

On 13 October 2024, Al Gharafa's bank confirmed that the EUR 5,000,000 payment had not been returned. On 30 January 2025, a forensic report by HKA Global Limited established that emails from the "@fscb ro.com" domain did not originate from FCSB's official mail server but from a Google server.

FCSB filed a claim before the FIFA PSC on 12 August 2024 for non payment of the transfer fee and the penalty clause. The FIFA PSC accepted the claim on 5 November 2024. Al Gharafa appealed to CAS, requesting that the panel set aside the decision.

A central issue for the panel to decide regards whether a party may request an order for document production to a CAS panel.

Under CAS Code art. R44(3), a party may request an order for document production only if it can show that the documents are both likely to exist and relevant to the case. In addition, the document must be in the other party's custody or under its control.

FCSB alleged that it did not possess any correspondence with the illegitimate email addresses mentioned by Al Gharafa, which the panel found credible. Since Al Gharafa bore the burden of demonstrating that such documents were likely to exist and failed to do so, the panel declined to order their production.

In short, the panel rejected Al Gharafa's request for FCSB to produce evidence.

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

The parties concluded an employment agreement on 12 March 2023, valid until 11 March 2025. They later disagreed on the effective date of termination. After the end of the employment relationship, the coach sent a default notice on 17 May 2023 and asserted that the member association had terminated his contract on 30 April 2023.

The member association replied the same day, proposing a settlement and enclosing a termination notice dated 28 March 2023. The coach sent a second default notice on 19 September 2023.

On 26 October 2023, the coach filed a claim before the FIFA PSC for breach of contract. The FIFA PSC partially accepted his claim on 14 May 2024, with the grounds notified on 1 July 2024 and rectified on 3 September 2024.

After leaving the member association, the coach signed short term employment agreements with a Moroccan club (15 July–15 October 2024) and later with a Saudi club (19 October 2024–2 March 2025). The member association appealed to CAS, requesting to set aside the FIFA PSC decision.

A central issue for the sole arbitrator to decide regards whether the additional evidence submitted by the member association is admissible.

Under the CAS Code, new evidence may be introduced after the appeal brief and

the answer if the parties consent or if exceptional circumstances justify its admission. Parties are also expected to disclose all material facts in good faith, and evidence of subsequent employment is particularly relevant when assessing mitigation of damages.

The evidence sought by the member association relates directly to the coach's earnings during the period covered by the original employment contract and is therefore material to the compensation analysis. The coach had not voluntarily disclosed this new employment during the proceedings, and the documents only became available after the hearing. Accordingly, these circumstances were considered exceptional.

In short, the sole arbitrator admitted the evidence produced by the member association.

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

The parties concluded a transfer agreement on 28 July 2016 for a Brazilian player, granting Deportivo Maldonado a 30% sell on fee on any future definitive transfer. In August 2021, a Spanish club approached Real Sociedad, and on 25 August 2021 the two clubs and the player signed a loan agreement for the remainder of the 2021/2022 season, which included a fixed loan fee. On the same day, Real Sociedad and the player signed a liquidation agreement under which Real Sociedad undertook to pay the player two instalments by October and December 2021.

Deportivo Maldonado invoiced Real Sociedad on 15 October 2021 for the sell on fee it believed was triggered by the loan fee. Real Sociedad rejected the claim on 18 October 2021, and Deportivo Maldonado reiterated its position in November and December 2021.

On 12 March 2022, the Spanish club submitted a formal offer for the player's definitive transfer as of 1 July 2022. Real Sociedad, the Spanish club, and the player subsequently signed the permanent transfer agreement, which provided for a fixed transfer fee payable in three instalments in 2023 and 2024, as well as compensation for liquidated expenses payable in mid 2022.

Real Sociedad invoiced the Spanish club on 23 June 2022 for both the transfer fee and the liquidated expenses. On the same day, Deportivo Maldonado again asserted its entitlement to a sell on fee and issued a further invoice. It reiterated its position in July and November 2022, while Real Sociedad rejected the claims in August and November 2022.

Real Sociedad made partial payments to Deportivo Maldonado in February 2023, August 2023, and August 2024, but Deportivo Maldonado continued to claim that additional amounts remained due. On 5 September 2023, Deportivo Maldonado filed a claim before the FIFA PSC for breach of contract, seeking the

amounts it believed were owed under the sell on clause. The FIFA PSC partially accepted the claim on 23 April 2024, with grounds notified on 8 May 2024. Deportivo Maldonado appealed to CAS seeking an amendment of the decision.

A central issue for the panel to decide regards whether the evidence submitted by Deportivo Maldonado should be excluded from the case file on account of legal privilege.

An arbitral tribunal may disregard evidence obtained or submitted in violation of legal privilege or confidentiality. Deportivo Maldonado had filed two exhibits consisting of private correspondence between the player's former counsel and Real Sociedad's counsel – communications to which Deportivo Maldonado was not a party and for which no consent to disclose had been obtained.

The lawyer who exchanged those communications on behalf of the player is now representing Deportivo Maldonado and therefore should have been aware of the privileged nature of the material. Although Real Sociedad did not raise its objection earlier in the proceedings, this did not amount to unfair surprise, as Deportivo Maldonado should have anticipated the issue when choosing to submit the documents.

Because the exhibits were obtained and filed in disregard of legal privilege, they were deemed inadmissible and excluded from the case file. The panel added that these documents were not material to its conclusions in any event.

In short, the panel excluded from the case file the evidence submitted by Deportivo Maldonado.

Other cases related to evidentiary issues:

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA

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

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

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

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

iii. *Locus standi*

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

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

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

The player and Mazembe concluded an employment agreement in 2014. After a loan spell to another Congolese club between October 2015 and November 2016, Mazembe claimed that the parties had signed a second employment contract on 16 December 2016. The player

consistently denied having signed such a renewal and requested a copy of his original contract on 21 January 2019.

When Mazembe did not provide it, he sought assistance from the Union des Footballeurs du Congo, which also requested clarification. On 8 June 2019, Mazembe informed UFC that the first contract had expired and that a second contract was in force – information the player and Raja maintain they learned for the first time at that moment.

In parallel, a South African club expressed interest in the player in January 2019. Mazembe rejected the offer and later confirmed to the South African club on 25 June 2019 that the player remained under contract. Mazembe provided the player with a copy of the alleged second contract on 28 June 2019 and a flight ticket for his return. The player contested the authenticity of the document on 1 July 2019 and refused to return.

Negotiations with the South African club collapsed on 17 July 2019. In August 2019, Raja expressed interest in the player and exchanged communications with Mazembe. The player and Raja signed an employment agreement on 15 August 2019. On 20 September 2019, the FIFA PSC granted the player provisional registration with Raja.

Mazembe filed a claim before the FIFA DRC on 3 September 2019 against both the player and Raja for breach of contract, seeking compensation. The FIFA DRC partially accepted Mazembe's claim on 21 February 2020, with grounds notified on 14 April 2020. Mazembe, Raja and the player appealed to CAS.

A central issue for the sole arbitrator to decide regards whether Mazembe lacks standing to sue in its appeal and FIFA lacks standing to be sued in relation to Mazembe's sanction request.

An indirect member of an association cannot compel that association to impose sporting sanctions on another indirect member. The power to decide whether disciplinary measures are appropriate lies exclusively with the association itself.

Since Mazembe is only an indirect member of FIFA, it has no standing to request that FIFA impose sanctions on Raja or the player. The FIFA RSTP contains no mechanism allowing a club to bring a claim against FIFA seeking an order to impose sanctions. Accordingly, Mazembe has no standing to bring such a request, and FIFA has no standing to be sued in this context.

In short, the sole arbitrator dismissed the Mazembe's appeal.

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

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

On 4 February 2022, the coach filed a claim before the FIFA PSC for breach of contract, seeking compensation. The FIFA PSC partially accepted his claim (only with respect to the employment agreement) in a decision dated 19 July 2022, with notification on 1 September 2022. The coach appealed to CAS.

A central issue for the panel to decide regards whether the coach has standing to sue in relation to claims arising from the image rights agreement.

Determining a former employee's standing to sue under an image rights agreement requires examining: (i) the nature of the image rights agreement and its connection to the employment contract; (ii) the specific terms of the image rights agreement concerning the claimant's entitlement; and (iii) the circumstances surrounding the termination of the employment relationship.

Both the employment contract and the image rights agreement formed part of the overall contractual framework governing the relationship between the coach and the club. The image rights agreement concerned the coach personally, and the club's termination letter expressly acknowledged the coach's right to receive any outstanding amounts under that agreement. Accordingly, the coach has standing to sue in relation to claims arising from the image rights agreement.

In short, the panel upheld the coach's appeal.

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

The club, the player, and a Romanian club concluded a transfer agreement on 21 June 2024. On 5 July 2024, the player and the club signed an employment agreement, subject to approval by the Administration of the Danish League. On 12 July 2024, the Danish MA submitted the transfer for approval in the FIFA TMS on behalf of the club.

Because the player is a minor, the FIFA PSC was required to assess the request before any international transfer certificate could be issued. The Danish MA submitted the application under the exception in FIFA

RSTP art. 19.2(b)(i), which allows the transfer of players aged 16 to 18 within the EU/EEA provided the receiving club meets the minimum obligations listed in art. 19.2(b)(iii)–(vi).

On 22 July 2024, the FIFA PSC rejected the application. The grounds, notified on 25 July 2024, concluded that the club did not provide football education or training in line with the highest national standards and therefore did not satisfy the requirements of art. 19.2(b). The club and the player appealed to CAS.

A central issue for the sole arbitrator to decide regards *locus standi*. Particularly, whether: (i) the Romain club is a mandatory party to the proceedings; and (ii) FIFA lacks standing to be sued independently.

Objections based on lack of standing to be sued generally arise only when the relief sought would directly affect the legal rights or obligations of a third party not named as a respondent. In this case, the *locus standi* issue was initially triggered by the appellants' original request, which appeared to seek authorization for the Danish MA to request the player's ITC. However, the appellants later clarified their requests and prayers for relief, resolving the procedural concern raised by FIFA.

The scope of the appeal is strictly limited to assessing whether the club meets the conditions of FIFA RSTP art. 19(2)(b), and whether the material submitted to the FIFA PSC was sufficient to demonstrate compliance with those requirements. The relief sought does not request an order compelling the issuance of the ITC, nor does it oblige FIFA to issue it.

The Romanian club also provided a letter confirming that it remains bound by the transfer agreement, which satisfies the appellants' burden of showing that the Romanian club has no substantive reason to oppose the transfer. Moreover, under the TMS rules, if the Romanian club failed to enter the required instruction, FIFA would still be responsible for determining whether to approve the transfer. Therefore, the outcome of the appeal would not directly or irreversibly affect the Romanian club's rights. Accordingly, the Romanian club did not need to be joined to the proceedings and that FIFA does not lack standing to be sued independently.

In short, the sole arbitrator dismissed the appellant's appeal.

Other cases related to *locus standi*:

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA

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

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

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

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

iv. FIFA jurisdiction

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

The parties entered into an employment agreement on 1 August 2022. On 26 October 2023, the member association terminated the coach's contract and notified him of the termination on the same day. On 1 November 2023, the member association publicly announced its new coaching staff. The coach remained unemployed.

On 3 January 2024, the coach filed a claim before the FIFA PSC for breach of contract, seeking outstanding remuneration and compensation for early termination without just cause. The member association contested the claim, arguing that the FIFA PSC lacked jurisdiction and that it had just cause to terminate the contract. On 23 April 2024, the FIFA PSC partially accepted the coach's claim, with the grounds notified on 10 June 2024. The member association appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the FIFA PSC had jurisdiction to hear the dispute.

The FIFA PSC has jurisdiction over, *inter alia*, employment related disputes of an international dimension between a coach and a member association, without prejudice to either party's right to seek redress before national courts. The member association is affiliated to FIFA, and the coach is indirectly affiliated through his professional activity. Both are therefore bound by the FIFA regulatory framework.

The employment relationship also has an international dimension, which triggers FIFA PSC's concurrent jurisdiction. Bulgarian courts likewise retain competence, but the parties did not include any valid opt out clause designating an exclusive national forum. Accordingly, the FIFA PSC had jurisdiction to hear the dispute.

In short, the sole arbitrator dismissed the member association's appeal.

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

The parties concluded an employment agreement on 12 June 2021 and two bonus agreements on 1 April 2022. They later signed a new employment agreement on 11 August 2022. On 21 April 2023, the coach issued a default notice for unpaid salaries and bonuses. On 9 May 2023, the club's secretary general requested the club's disciplinary board to open proceedings against the coach with a view to terminating his contract. The disciplinary board contacted the coach the same day. Also on 9 May 2023, the coach sent his termination notice to the club.

On 15 May 2023, the club filed a claim before the Maltese FA NDRC for breach of contract. On 16 May 2023, the NDRC secretary informed the coach of the proceedings and invited him to a meeting scheduled for 5 June 2023.

On 4 June 2023, the coach filed a claim before the FIFA PSC for unpaid remuneration and breach of contract. His counsel informed the Maltese NDRC that he would not attend the scheduled meeting because the coach had filed a claim before the FIFA PSC. On the same day, the Maltese NDRC issued a decision asserting jurisdiction.

On 6 November 2023, the FIFA PSC partially accepted the coach's claim, with grounds notified on 14 December 2023. The club appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the FIFA PSC had jurisdiction to hear the dispute.

The FIFA PSC has jurisdiction, *inter alia*, to adjudicate employment related disputes of an international dimension between a club and a coach, unless the parties have expressly opted out of its jurisdiction. The reference in the employment contract to the Maltese FA was not sufficiently explicit to constitute a valid opt out. It merely referred to the "competent board" of the Maltese FA and did not establish exclusive jurisdiction.

In this case, the FIFA PSC single judge acted as a first instance body in a purely horizontal dispute between the coach and the club. FIFA had no direct interest in the outcome and expressly declined to intervene, meaning the sole arbitrator

could assess jurisdiction without FIFA being named as a respondent – which was an issue that the club had alleged before CAS.

Moreover, for an opt out to be valid, the parties must explicitly agree in writing to submit their disputes to an independent national arbitration tribunal established within the framework of the member association or a collective bargaining agreement. Such a tribunal must guarantee fair proceedings and respect the principle of equal representation. The burden of proving that the national body meets these requirements lies with the party invoking its jurisdiction. The club also failed to prove that the Maltese NDRC meets the requirement of equal representation.

In addition, an arbitral tribunal must examine *ex officio* whether a foreign decision can be recognized in Switzerland, since *res judicata* applies only if the issuing authority had proper jurisdiction. The Maltese NDRC's decision asserting jurisdiction cannot be recognized in Switzerland because it incorrectly accepted jurisdiction. Accordingly, the sole arbitrator concluded that the FIFA PSC had jurisdiction to hear the dispute.

In short, the sole arbitrator dismissed the club's appeal.

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

The parties signed an employment agreement on 26 May 2024, valid until 30 June 2025. On 5 July 2024, the club proposed a termination agreement, which the player rejected. The player issued a default notice on 10 July 2024 and reiterated his position on 16 and 22 July 2024. On 26 July 2024, he sent a termination notice to the club.

On 10 September 2024, the player filed a claim before the FIFA DRC for breach of contract. The FIFA DRC partially accepted his claim on 30 January 2025, with grounds notified on 21 February 2025. The club appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the FIFA DRC had jurisdiction to hear the dispute.

The FIFA DRC has jurisdiction to hear, *inter alia*, all employment related disputes between a player and a club when the dispute has an international dimension. A national dispute resolution chamber may offset FIFA's jurisdiction only if it is officially recognized by FIFA and complies with the minimum standards, including independence, fair proceedings, and equal representation.

The sole arbitrator noted several elements demonstrating the international nature of the dispute: (i) the player holds dual nationality; (ii) the employment contract does not specify his nationality but refers to a Kosovar ID card; (iii) the player has represented the Swedish member association in youth national teams and at the Olympic Games; (iv) the club never registered him with the Kosovar FA; and

(v) all subsequent registrations list him as Swedish. Taken together, these factors establish that the player's sporting nationality is Swedish, making the dispute international.

The employment contract refers to resolving disputes either by mutual understanding or before the judicial bodies of the Kosovar FA. However, the club failed to prove that the Kosovar NDRC satisfies FIFA's minimum requirements for an independent national tribunal capable of displacing FIFA DRC jurisdiction. Accordingly, the FIFA DRC had jurisdiction to hear the dispute.

In short, the sole arbitrator partially upheld the club's appeal.

Other cases related to FIFA jurisdiction:

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA

CAS 2023/A/10170 Al Salmiya Sporting Club v Božidar Čačič

CAS 2024/A/10710 Igarian Football Union v. Stefan Jankovic

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

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

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

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

v. Due process and related issues before the Football Tribunal

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

The parties entered into an employment agreement on 19 August 2022. On 24 October 2023, the member association notified the coach of the termination of the employment relationship. The coach replied on 1 November 2023, contesting the existence of just cause and asserting that the termination clause in the contract was null. The coach sent a further notification on 8 November 2023, to which the member association responded on 11 November 2023.

On 11 December 2023, the coach filed a claim before the FIFA PSC for breach of contract. The member association submitted its answer and a counterclaim on 22 January 2024. On 28 May 2024, the FIFA PSC partially accepted the

coach's claim and dismissed the member association's counterclaim, with the grounds notified on 14 June 2024. The member association appealed to CAS.

A central issue for the panel to decide regards whether the FIFA PSC decision is *ultra petita*.

A decision is *ultra petita* when it grants relief that exceeds what the claimant actually requested. In this case, the coach placed the member association in default and sought outstanding remuneration before the FIFA PSC. However, he never requested payment of his November wages – neither in his original claim before the FIFA PSC nor later in the CAS appeal proceedings.

Because the FIFA PSC nonetheless awarded the coach his November salary, the decision granted more than was claimed. Accordingly, the FIFA PSC decision was *ultra petita*.

In short, the panel partially upheld the member association's appeal.

CAS 2025/A/11423 Sociedade Anônima do Futebol Botafogo v. Atlanta United FC & FIFA

TThe MLS and Botafogo concluded a transfer agreement on 30 June 2024. The agreement included an acceleration clause stipulating that the entire outstanding transfer fee would become immediately due and payable, without the need for notice, if Botafogo failed to comply with its financial obligations for 30 business days. Botafogo did not pay the first and second instalments despite receiving reminders from Atlanta United.

On 15 November 2024, Atlanta United filed a claim before the FIFA PSC for breach of contract. On 26 February 2025, the FIFA PSC partially accepted Atlanta United's claim and imposed a fine on Botafogo. The grounds of the decision were notified on 23 April 2025. Atlanta United appealed to CAS.

A central issue for the sole arbitrator to decide regards whether Atlanta United had standing to sue before the FIFA PSC.

Standing to sue concerns a party's entitlement to assert a claim. It is sufficient that the claimant invokes a right of its own, meaning it must demonstrate a legitimate and protectable interest.

The transfer agreement expressly granted Atlanta United the right to enforce its performance. The fact that Atlanta United was not a formal signatory is irrelevant, because the contracting parties explicitly conferred enforcement rights upon it. Atlanta United was also the club for which the player was registered and for which he rendered his services. The FIFA TMS records and the ITC issued by the American MA to the Brazilian MA confirm this status and constitute adequate evidence.

Allowing Atlanta United to assert claims under the transfer agreement does not amount to modifying the contract or introducing a new creditor, nor does it provide MLS with indirect access to FIFA's dispute resolution system. The agreement itself designates Atlanta United as the creditor entitled to enforce payment. Any payment made to Atlanta United would fully discharge Botafogo's corresponding obligation toward MLS, eliminating any risk of double liability. Accordingly, Atlanta United has standing to sue Botafogo before the FIFA PSC.

In short, the sole arbitrator dismissed Botafogo's appeal.

Other cases related to due process and related issues before the Football Tribunal:

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

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

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

vi. *Lis pendens* and *res judicata*

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

The parties signed an employment agreement on 13 October 2023. On 24 January 2024, the club sent the coach a termination letter. The following day, the club removed the coach from its WhatsApp groups. On 26 January 2024, the coach's legal representative replied, requesting outstanding remuneration and compensation. That same day, the club responded, asserting that its 24 January letter did not terminate the contract but merely invited discussions for a mutual termination. The club insisted that the employment relationship remained valid and that the coach was expected to continue performing his duties. On 27 January 2024, the coach rejected this explanation, stating that the termination letter was unequivocal and reiterating his claims.

On 28 January 2024, the club filed a claim before the Algerian MA NDRC. The coach responded on 31 January 2024, filing a counterclaim and arguing that the FIFA PSC had exclusive jurisdiction.

On 6 February 2024, the coach filed a claim before the FIFA PSC for breach of contract. On 8 February 2024, the Algerian MA NDRC issued a decision partially accepting the coach's claim. On 1 March 2024, the coach provided his bank details to the club for compliance with that decision.

On 21 March 2024, the coach emailed the Algerian MA attaching his appeal to the Algerian Sports Dispute Resolution Tribunal (TARLS) against the Algerian MA NDRC decision. On 8 April 2024, the club filed its response before the FIFA PSC, arguing that the Algerian MA NDRC met the

FIFA required minimum standards and that its decision had *res judicata* effect. The club also filed a counterclaim before the FIFA PSC, seeking the residual value of the contract and a fine for the coach's absence from an official match.

The coach contacted the TARLS again on 12 April and 24 April 2024 through the Algerian MA but received no reply. He filed a rejoinder before the FIFA PSC on 29 April 2024. On 8 May 2024, the club submitted an unsolicited filing to the FIFA PSC concerning the TARLS appeal. The coach continued attempting to contact the TARLS in May.

On 15 July 2024, the FIFA PSC rendered its decision, partially upholding the coach's claim. The coach again contacted the TARLS in August and December 2024, still without receiving any response. The club appealed to CAS.

A central issue for the panel to decide regards whether the Algerian MA NDRC decision has *res judicata* effect.

Under Swiss law, the effects of a foreign decision are limited to those it would have had if rendered by a Swiss court. Decisions issued by internal tribunals of associations are not considered judicial decisions or arbitral awards and therefore do not enjoy *res judicata* effect. The Algerian MA NDRC is the dispute resolution body of the Algerian MA and thus constitutes an internal tribunal of an association. Its decision cannot produce *res judicata* effects in Switzerland.

The FIFA PSC is not bound by the Algerian MA NDRC decision. Jurisdiction clauses providing for multiple fora may operate cumulatively or alternatively. The FIFA PSC lacks jurisdiction only where the parties have agreed to an explicit, exclusive, and written arbitration clause in favour of another body, and where that national body meets FIFA's minimum procedural standards.

In this case, both parties treated the jurisdiction clause as offering alternative fora. The coach challenged the Algerian MA NDRC's jurisdiction from the outset, and the club itself did not behave as if the Algerian MA NDRC had exclusive jurisdiction as it: (i) did not appeal the Algerian MA NDRC decision to the TARLS; (ii) filed a counterclaim before the FIFA PSC; and ultimately (iii) appealed the FIFA PSC decision to CAS. Moreover, the club failed to comply with the Algerian MA NDRC decision. These elements confirm that the Algerian MA NDRC decision cannot bind the FIFA PSC.

Finally, the Algerian MA NDRC does not meet the minimum standards of parity and independence required under FIFA Circular no. 1010. Compliance must be assessed *in abstracto* by examining the procedural rules governing the national chamber. An NDRC must be an independent body guaranteeing fair proceedings and equal representation of clubs and players/coaches. In the present case, the members of the Algerian MA NDRC

are not appointed democratically by all relevant stakeholders, and the structure does not ensure equal representation. The guarantees of independence and fair proceedings are therefore not met. Accordingly, the Algerian MA NDRC decision has no *res judicata* effect and does not bind the FIFA PSC.

In short, the panel partially upheld the club's appeal.

Other cases related to *lis pendens* and *res judicata*:

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA FIFA

vii. Mutual termination of employment contract

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

The parties entered into an employment agreement on 3 August 2022. On 28 July 2023, they signed the minutes of their meeting of 26 July 2023. In it, they expressly confirmed that they had amicably terminated the employment relationship and that the player had received all amounts due.On 22 May 2024, the player sent a default notice to the club, to which the club did not reply. On 27 June 2024, the player filed a claim before the FIFA DRC for outstanding remuneration and requested sanctions. The club did not submit an answer. On 22 August 2024, the FIFA DRC dismissed the player's claim, with the grounds notified on 3 October 2024. The player appealed to CAS. The club again defaulted in its answer.

A central issue for the sole arbitrator to decide regards whether the player and the club agreed to mutually terminated their employment contract by concluding a settlement agreement.

Under SCO art. 341(1), an employee may not waive rights arising from mandatory provisions of law or a collective bargaining agreement during the employment relationship or within one month after its termination. However, a waiver is valid when it: (i) complies with the law, public policy and good morals; (ii) is made by a person with capacity and authority; (iii) is expressed clearly; and (iv) concerns rights that the person is entitled to waive.

The player provided no evidence of straitened circumstances or any improper pressure at the time of signing. The player was the holder of the rights waived, had full capacity to do so, and the player's declaration was clear and unequivocal. Nothing suggests that the waiver violated public policy or good morals. Accordingly, the player validly waived any outstanding remuneration that might have been owed at the time of the settlement.

Moreover, the player, for the first time in the CAS proceedings, argued that the settlement agreement was signed under straitened circumstances, invoking SCO art. 21. While CAS panels may admit new arguments and evidence on

appeal, the burden of proof remains with the party alleging it. To succeed, the player needed to demonstrate a clear imbalance between performance and consideration resulting from exploitation of distress, inexperience, or thoughtlessness.

The player did not dispute signing the agreement and failed to provide any evidence of coercion, threats, undue pressure, or maneuvers by the club or anyone present at the meeting. Accordingly, the settlement agreement is valid and the player's waiver is effective. As such, the club does not owe the player any outstanding remuneration.

In short, the sole arbitrator dismissed the player's appeal.

viii. Early termination of employment contract (with or without just cause)

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

The parties concluded an employment agreement on 1 September 2023. On 11 October 2023, FC Košice sought legal assistance to obtain a national visa for the player. On 6 November 2023, the player's legal representative placed FC Košice in default for failing to secure the necessary visa and work permits. FC Košice replied on 7 November 2023, assuring that it was working on the application.

On 30 November 2023, the player's representative warned that the player would have to leave Slovakia by 2 December 2023 if the situation remained unresolved. On 5 December 2023, FC Košice responded, explaining the reasons for the delay. On 6 December 2023, the player's representative notified FC Košice that the player would unilaterally terminate the contract with immediate effect and with just cause if the visa and work permit were not obtained within five days.

On 12 December 2023, the player reiterated the club's breaches and demanded immediate action. FC Košice replied the same day, stating that it had obtained the national visa required for the player's temporary stay and that the player would need to submit an application at the Slovak Embassy in Nairobi, Kenya. On 13 December 2023, the player's representative informed FC Košice that the earliest available appointment at the Nairobi Embassy was in August of the following year.

On 18 December 2023, the player unilaterally terminated the employment contract. FC Košice contested the termination on 19 December 2023. On 26 December 2023, the player signed a new employment agreement with Al Rayan. On 3 January 2024, the player's representative sent another letter to FC Košice. The player was registered with Al Rayan on 10 January 2024.

On 25 January 2024, FC Košice wrote to Al Rayan, asserting that the player had terminated his contract without

just cause and requesting payment of a transfer fee within ten days. On 1 February 2024, FC Košice paid the player's November 2023 salary.

On 25 December 2023, the player filed a claim before the FIFA DRC for breach of contract, seeking compensation. The FIFA DRC partially accepted the claim on 4 April 2024, with grounds notified on 24 April 2024. FC Košice appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the player had just cause to terminate his employment contract with FC Košice.

Unilateral termination for just cause in an employment relationship between a club and a player is permissible only when three cumulative conditions are met: (i) the breach committed by the other party is material; (ii) the non breaching party cannot reasonably be expected to continue the contractual relationship; and (iii) termination is used as a last resort.

It is the employer's responsibility to obtain the necessary work permit and visa for a foreign employee. Players cannot be expected to know the administrative requirements for working in a foreign country. A club wishing to employ a foreign player must therefore exercise due diligence before signing the contract, ensuring that the player either already holds or can realistically obtain the required immigration documents.

In this case, FC Košice failed to secure the player's visa and work permit and appeared not to have conducted the necessary preliminary assessment before concluding the contract. As a result, the player's temporary visa expired, forcing him to leave Slovakia and preventing him from performing his contractual duties. As such, this is a material breach directly affecting the core of the employment relationship.

Given that the player repeatedly notified FC Košice, granted several opportunities to remedy the situation, and still remained unable to work due to the club's inaction, termination became the only viable option. Accordingly, the player had just cause to terminate his employment contract with FC Košice.

In short, the sole arbitrator partially upheld FC Košice's appeal.

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

The parties concluded an employment agreement on 31 August 2022. Ahead of the 2023/24 season, the club's head coach informed the player that he would not be the first or second choice for his position. On 24 June 2023, the club's director encouraged the player via messaging application to look for opportunities elsewhere. The player replied on 1 July 2023, stressing that he had a valid contract and did not wish to train alone.

On 10 July 2023, the club informed the player that he would train with a separate small group until 16 July 2023. On 14 July 2023, the player's counsel placed the club in default and requested his reinstatement to the first team. The club paid the player on 15 July 2023. On 16 July 2023, the club extended the separate training arrangement until 23 July 2023.

On 19 July 2023, the club indicated it would pay outstanding remuneration by 31 July 2023. The player's counsel immediately requested clarification regarding the player's status. The club paid the player on 23 July 2023. On the same day, the club instructed the player to undergo ergometric tests on 24 July 2023 and informed him that he would receive the training schedule for the following days after 26 July 2023. The club replied to the counsel's letter on 24 July 2023. That same day, the player's counsel stated that the club's conduct was abusive and constituted a material breach, again requesting reinstatement and reserving the right to terminate for cause.

On 26 July 2023, the club extended the separate training period until 31 July 2023. The player's counsel issued a final notice the same day. The ergometric test report assessing the player's aptitude was issued on 30 July 2023. On 31 July 2023, the club made a partial payment of the outstanding amount and explained the reasons for the partial settlement.

On 1 August 2023, the player's counsel again requested reinstatement to the first team. On 2 August 2023, the player attended first team training, although

the parties dispute in what capacity. Later that day, the player's counsel notified the club that the player was terminating the employment contract for cause. The club immediately objected. The club paid the player's July 2023 salary on 11 August 2023. On 25 September 2023, the player signed a new employment contract with a Serbian club.

On 13 October 2023, the player filed a claim before the FIFA DRC for breach of contract. The club filed a counterclaim. On 7 March 2024, the FIFA DRC partially accepted the player's claim and rejected the club's counterclaim. The grounds were notified thereafter. The club appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the player had just cause to terminate his employment contract with the club.

Article 14 of the FIFA RSTP sets out the general grounds for termination with just cause, including situations involving: (i) abusive conduct aimed at forcing the other party to terminate or modify the contract; (ii) outstanding salaries; and (iii) sporting just cause.

In assessing just cause, the key question is whether the circumstances were such that the player could no longer be reasonably expected to continue the employment relationship. The sole arbitrator identified three decisive elements: (i) exclusion from first team training, which is a significant sporting and professional detriment; (ii) outstanding salaries, demonstrating the club's failure to meet its essential financial obligations; and (iii) repeated warnings from the player, giving the club ample opportunity to remedy its conduct.

Taken together, these elements showed a clear pattern in which the club was attempting to push the player out, either to force him to terminate the contract himself or to pressure him into transferring elsewhere. This conduct amounted to a serious breach of trust and undermined the foundation of the employment relationship.

Given these circumstances, the club could not reasonably expect the player to continue under such conditions. Accordingly, the player had just cause to terminate his employment contract early.

In short, the sole arbitrator partially upheld the club's appeal.

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

The parties concluded an employment agreement on 17 August 2020. On 31 December 2020, the player suffered a severe eye injury caused by fireworks during New Year's Eve celebrations. His eyesight was significantly compromised, requiring multiple surgeries and nearly fourteen months of recovery. Throughout this period, the employment contract remained in force and the club continued to pay his salary.

On 22 December 2021, the parties agreed on a payment schedule. On 21 February 2022, the club fielded the player for the first time since the accident, and he participated in seven matches between that date and 19 August 2022. On 19 August 2022, the player issued a default notice to the club. On 25 August 2022, the club responded that all amounts due under the contract had been paid.

On 1 September 2022, the club emailed the player's agent regarding a loan offer from another Turkish club. Later that same day, the club sent the player a termination notice, citing poor performance and the lingering effects of his firework related injury. On 2 September 2022, the player informed the club that he considered the termination unjustified.

On 30 September 2022, the player filed a claim before the FIFA DRC for breach of contract. On 2 December 2022, he signed a new employment contract with a Norwegian club. On 30 March 2023, the FIFA DRC partially accepted the player's claim, with the grounds notified on 18 April 2023. The club appealed to CAS.

A central issue for the panel to decide regards whether the club had just cause to terminate its employment contract with the player.

Inadequate sporting performance is not a valid ground for early termination with just cause. Poor form is inherent to professional sport and does not justify terminating an employment relationship. The right to terminate for cause must be exercised immediately after the alleged breach; otherwise, the right is considered waived. A club cannot rely on events that occurred many months earlier to justify a later dismissal.

In this case, the club invoked both poor performance and the player's fireworks related injury in an incident that had occurred 20 months before the termination. Neither reason constituted valid ground for dismissal, and the long delay made it impossible for the club to rely on the injury as cause. Accordingly, the club lacked just cause and that the termination was unlawful.

In short, the panel dismissed the club's appeal.

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

The parties concluded an employment agreement on 3 August 2022. On 12 and 14 September 2023, the club issued letters of permission authorizing the player's absence from training, allegedly at his request. On 14 September 2023, the player disputed this, asserting that the club had excluded him from first team training and issuing a warning notice.

On 19 September 2023, the player wrote to the Turkish MA requesting confirmation of his registration for the 2023/2024 season and clarification as to whether he had been included in the club's A team list. He received no

direct response. On 22 September 2023, the Turkish MA published the official A team lists for the season, and the player was not included in the club's list.

On 25 September 2023, the player sent a termination notice to the club, asserting just cause for early termination. On 13 October 2023, the club replied, disputing the existence of just cause.

On 20 October 2023, the player filed a claim before the FIFA DRC for breach of contract. On 4 January 2024, the player signed a new employment contract with a Bosnian club. On 21 March 2024, the FIFA DRC accepted the player's claim, with the grounds notified on 22 March 2024. The club appealed to CAS.

A central issue for the panel to decide regards whether the player had just cause to terminate his employment contract with the club.

The deregistration of a player constitutes a serious interference with the player's recognized right to play, a fundamental personality right under Swiss law. A refusal to register a player deprives him of access to competition and therefore violates essential rights inherent to his profession. Such a measure is only permissible if justified by the player's consent or by legitimate reasons; otherwise, it amounts to an unlawful contractual alteration imposed unilaterally by the club. A violation of the right to play is, in itself, sufficient to justify termination for cause.

While a club may, in limited circumstances and subject to a specific contractual provision, assign a player to a lower team, this discretion is narrow and must be exercised in good faith. It does not extend to deregistering a player without consent or legitimate justification. The responsibility for complying with registration formalities and foreign player quotas lies with the club, and this responsibility cannot be shifted onto the player or used to his detriment.

In this case, the club deregistered the player based on an unsubstantiated claim that he had agreed to deregistration while negotiating a transfer. The club provided no evidence of such consent. Instead, it: (i) excluded the player from training; (ii) signed a replacement in his position; and (iii) failed to communicate transparently with him.

These actions demonstrated a lack of good faith. Moreover, the employment contract contained no clause allowing the club to move the player to the second team, meaning deregistration was only possible by mutual consent or in exceptional circumstances such as injury. None of which were present.

Given the circumstances, the player was not required to issue a notice before terminating. Notice is unnecessary when the breach is irremediable or when the situation makes it unreasonable to expect the player to continue the employment relationship. Here, the club's conduct constituted a sufficiently serious breach by systematically excluding the player and acting in bad faith. Additionally, the Turkish MA registration window had already closed,

making reinstatement impossible. Any warning notice would therefore have been futile. Accordingly, the player had just cause to terminate his employment contract and that no prior notice was required.

In short, the panel dismissed the club's appeal.

Other cases related to early termination of employment contract (with or without just cause):

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA

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

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

CAS 2024/A/10331 Ismaily Sporting Club v. Firas Cahouat & FIFA (dated 27 March 2025)

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

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

CAS 2024/A/10279 Al Raed Sport Club v. JSC Football Club Rostov, CAS 2024/A/10280 JSC Football Club Rostov v. Mathias Antonsen Normann & Al Raed Sport Club and FIFA & CAS 2024/A/10281 Mathias Antonsen Normann v. JSC Football Club Rostov

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

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

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

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

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

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

CAS 2024/A/10710 lgarian Football Union v. Stefan Jankovic

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

CAS 2024/A/10400 Aris Limassol FC v. Abdeljalil Medioub; CAS 2021/A/7714 Nantong Zhiyun Football Club v. Anatole Bertrand Abang & CJSC SC Sheriff

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

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

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

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

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

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

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

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

CAS 2024/A/10778 Sport Club Corinthians Paulista v. Matías Nicolás Rojas Romero & CAS 2024/A/10779 Matías Nicolás Rojas Romero v. Sport Club Corinthians Paulista

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

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

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

CAS 2024/A/10926 London City Lionesses v. Carolina Morace

CAS 2025/A/11154 Al Safa Football Club v. Bourhen Hkimi

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

CAS 2025/A/11214 Al Zamalek Club v. Ibrahima Ndiaye; CAS 2024/A/10824 Philippine Football Federation v. El Barae Jrondi

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

CAS 2024/A/10638 Queens Park Rangers Football Club v. Boavista Futebol Clube & CAS 2024/A/10771 Reginald Jacob Cannon v. Boavista Futebol Clube

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

ix. Mitigation

CAS 2024/A/10926 London City Lionesses v. Carolina Morace

The parties concluded an employment agreement on 5 July 2023. On 15 December 2023, the club was sold to a new owner. On 7 February 2024, the club issued a public press release announcing the termination of the coach's employment contract and, on the same day, sent her an email alleging several contractual breaches. The coach's counsel replied on 12 February 2024.

On 27 February 2024, the coach issued a formal warning notice, asserting that the club had terminated her contract without just cause and requesting compensation. The club paid her full February 2024 salary on 28 February 2024.

On 11 March 2024, the coach filed a claim before the FIFA PSC for breach of contract. On 10 June 2024, she was elected as a member of the European Parliament. On 6 August 2024, the FIFA PSC partially accepted her claim, with the grounds notified on 18 September 2024. The club appealed to CAS.

A central issue for the panel to decide regards whether the salary the coach receives as a member of the European Parliament should reduce the amount of compensation owed to her by the club.

Party autonomy governs compensation in the event of breach, provided contractual deviations from the FIFA RSTP are lawful and clearly drafted. However, contractual freedom is limited by the prohibition of excessive self commitment. A clause allowing only the club to terminate the contract unilaterally without just cause was deemed unilateral, potestative, and therefore null and void.

With the clause invalid, compensation defaults to the residual value of the contract, subject to the employee's duty to mitigate. Mitigation requires deducting earnings from any subsequent employment that functionally replaces the terminated role.

The coach's later position as a member of the European Parliament did not constitute comparable employment as it was an elected public mandate with different responsibilities, remuneration, and professional objectives. However, the coach did not fully mitigate her damages, as she stopped seeking coaching opportunities once elected.

While the panel acknowledged that mid season re employment is particularly difficult for coaches, it concluded that the coach's voluntary assumption of parliamentary duties materially limited her availability for coaching roles. Accordingly, the panel reduced the compensation by 20%.

As an *obiter dictum*, the panel clarified that the non deductibility of the coach's parliamentary income should not be interpreted as a general rule excluding income earned outside football from mitigation analyses in future cases.

In short, the panel partially upheld the club's appeal.

Other cases related to mitigation:

CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & FIFA

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

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

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

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

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

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

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

x. Joint liability

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

The player and Estoril signed an employment contract on 5 July 2021. After the 2021–22 season, the player traveled to Senegal, where Estoril initiated the visa renewal process. Despite repeated contacts from the club throughout June, July and August 2022, the player did not return to Portugal as instructed. His visa was issued on 22 August 2022, and he was registered with the Portuguese league on 31 August 2022. Estoril opened internal disciplinary proceedings in October 2022 and ultimately terminated the contract for just cause on 9 December 2022. The player later sent default notices claiming unpaid remuneration and compensation for termination without just cause.

Parallel proceedings followed. Estoril filed a claim before the Portuguese Tribunal Arbitral do Desporto on 24 February 2023, which the player did not join. Two days later, on 26 February 2023, the player brought

a claim before the FIFA DRC for breach of contract. Estoril counterclaimed, and Istanbul Spor intervened after signing the player in July 2023. On 16 October 2023, the FIFA DRC dismissed the player's claim and partially accepted Estoril's counterclaim. The FIFA DRC notified its grounds on 30 November 2023. Both Istanbul Spor and the player filed appeals before CAS, each seeking to set aside the FIFA DRC decision.

A central issue for the sole arbitrator to decide regards whether Istanbul Sport is jointly liable for any compensation owed to Estoril.

Under the FIFA Interim Regulations adopted initially on 23 December 2024, a new club is only jointly and severally liable if it induced the player to breach his contract with the former club.

Joint liability does not arise where there is no causal link between the end of the previous employment relationship and the signing with the new club. For example, when the former club itself terminates the contract for just cause, and the new club signs the player later without involvement in the dispute.

In this case, the evidence showed: (i) no proof that Istanbul Spor induced the player to breach his contract with Estoril; (ii) Estoril had already terminated the contract for just cause before Istanbul Spor expressed interest; and (iii) Istanbul Spor contacted Estoril directly to verify the player's contractual status before signing him. Accordingly, Istanbul Spor cannot be held jointly liable for compensation owed to Estoril.

In short, the sole arbitrator partially upheld Istanbul Spor's appeal.

Other cases related to joint liability:

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

CAS 2023/A/10132 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

CAS 2024/A/10279 Al Raed Sport Club v. JSC Football Club Rostov, CAS 2024/A/10280 JSC Football Club Rostov v. Mathias Antonsen Normann & Al Raed Sport Club and FIFA & CAS 2024/A/10281 Mathias Antonsen Normann v. JSC Football Club Rostov

xi. Validity of a contract or a clause

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

Craiova and the player signed an employment agreement on 28 June 2022. On 5 December 2022, Craiova notified the Romanian Professional Football League (PFL) that it was exercising a unilateral option to extend the contract and updated the player's details in the Romanian MA registration system. On 7 December 2022, the club publicly announced the one year extension.

The player contested the validity of the unilateral extension. Between 11 and 16 January 2023, he exchanged correspondence with the Romanian

MA, the PFL, and Craiova, expressing his opposition. On 31 January 2023, Craiova fined him for failing to comply with the training schedule. On 22 May 2023, the player publicly stated that his contract would expire on its original date. On 23 June 2023, he again notified Craiova, the Romanian MA, and the PFL that the extension clause was invalid.

The player subsequently signed a two season contract with Reggiana. On 5 July 2023, Craiova warned Reggiana that the player remained under contract until 30 June 2024 and accused the Italian club of potential inducement. The player simultaneously asked the Romanian MA to investigate Craiova's communications. He reiterated his position on 13 July 2023. The Italian MA authorized his registration with Reggiana on 19 July 2023.

On 15 August 2023, Craiova filed a claim before the FIFA DRC against the player and Reggiana for breach of contract and joint liability. The player filed an answer and counterclaim for overdue salary. On 14 December 2023, the FIFA DRC rejected Craiova's claim and partially accepted the player's counterclaim, with grounds notified on 13 February 2024. Craiova appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the unilateral extension clause is valid.

The validity of a unilateral extension clause must be assessed in light of the overall context and several established criteria, including: (i) the duration of the employment relationship; (ii) the deadline for exercising the option; (iii) whether the salary under the extension is pre defined; (iv) whether the clause avoids placing one party entirely at the other's mercy; (v) whether the option was clearly agreed at the time of signing; (vi) proportionality between the original term and the extension period; and (vii) limitation to a single extension option.

In this case, the deadline is particularly problematic as Craiova could wait until the very end of the season to decide, leaving the player without clarity or security at a critical moment in the transfer market. This imbalance rendered the clause unreasonable and unenforceable. Accordingly, the unilateral extension clause is invalid.

In short, the sole arbitrator dismissed Craiova's appeal.

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

On 16 June 2023, the club's sporting director sent an employment offer to the player's alleged agent, who returned it signed the same day. On 18 June 2023, the club withdrew the offer by email. Communications between the club, the agent's lawyer, and the player continued until 23 June 2023, when the player signed with a Romanian club.

On 20 October 2023, the player placed the club in default, and the club replied on 22 October. The player later mutually terminated his contract with the Romanian club on 23 February 2024 and signed with a Kazakhstani club the following day.

On 27 March 2024, the player filed a claim before the FIFA DRC, alleging termination without just cause. The club argued that no employment contract had been concluded because the non binding offer contained unfulfilled conditions precedent. The FIFA DRC dismissed the player's claim and later issued the grounds of its decision. The player appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the club's offer constituted a valid employment contract.

The FIFA RSTP does not define offer or *essentialia negotii*, but consistent FIFA DRC and CAS jurisprudence identifies several essential elements for a binding employment contract: (i) date, (ii) identification of the parties, (iii) duration, (iv) remuneration, and (v) signatures. Even when these elements are present, the decisive factor remains the parties' intention to be legally bound.

Although the offer contained all essential elements, it was expressly subject to conditions precedent, including: (i) proof of the player's free agent status; (ii) successful completion of a medical examination; and

(iii) the subsequent signing of a formal employment contract.

Moreover, the offer included a clear disclaimer stating that it was not a binding employment contract and that the club could withdraw without legal consequences if the conditions were not fulfilled. A 48 hour deadline for acceptance reinforced its provisional nature. The club withdrew the offer in line with these terms. Accordingly, the offer did not constitute a valid employment contract.

In short, the sole arbitrator dismissed the player's appeal.

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

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

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

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

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

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

CAS 2024/A/11103 Al Gharafa Sports Club v. SC Fotbal Club FCSB SA

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

xii. Penalty clause

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

The parties signed an employment agreement on 19 January 2023 and later concluded a termination and financial agreement on 1 January 2024. This agreement included a seven day default notice mechanism and an acceleration clause stipulating that, in the event of non payment, all remaining instalments would become immediately due.

On 25 January 2024, the player signed a new contract with a Norwegian club. At the player's request, the club postponed the February and March 2024 instalments. On 2 April 2024, the player contacted the club via WhatsApp, stating that he intended to file a claim before the FIFA DRC. The club made a partial payment on 3 April 2024.

On 2 May 2024, the player filed a claim before the FIFA DRC for breach of contract, seeking payment of the outstanding instalments and enforcement of the acceleration clause. On 8 August 2024, the FIFA DRC accepted the player's claim, with the grounds notified on 3 September 2024. The club appealed to CAS. The player did not file an answer.

A central issue for the sole arbitrator to decide regards whether the acceleration clause qualifies as a penalty clause.

An acceleration clause simply brings forward the due date of the remaining instalments under a payment schedule. It does not impose any additional financial burden beyond what the parties had already agreed. Rather than creating a punitive consequence, it modifies the timing of payment within the framework contractually established by the parties. Accordingly, it does not qualify as a penalty clause.

In short, the sole arbitrator dismissed the club's appeal.

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

The parties concluded an image rights agreement on 18 July 2022 and an employment agreement on 23 July 2022. Under the image rights contract, the club paid the player USD 2,250,000. On 20 January 2023, the player was arrested in Spain on allegations of sexual assault. That same day, the club terminated his employment contract for cause.

On 24 May 2023, the club filed a claim before the FIFA DRC, seeking

compensation and reimbursement from the player for breach of contract. On 15 May 2024, the FIFA DRC partially accepted the club's claim, with the grounds notified on 18 June 2024. The club appealed to CAS.

A central issue for the panel to decide regards whether the penalty clause amount is excessive.

Parties enjoy contractual freedom to negotiate penalty clauses, but this autonomy is limited when the agreed penalty becomes excessive. Whether a penalty is excessive must be assessed restrictively and on a case by case basis. The arbitral tribunal's discretion extends to both determining excessiveness and deciding the appropriate reduction, if warranted.

In evaluating excessiveness, a panel considered factors such as: (i) the identity and relative bargaining power of the parties; (ii) the nature and value of their respective obligations; (iii) the proportionality between the penalty and the harm suffered; (iv) the seriousness of the breach and the debtor's conduct; and (v) the purpose of the clause within the overall contractual relationship.

A penalty is not automatically abusive merely because it exceeds the creditor's actual damages. However, the debtor bears the burden of proving that the amount is disproportionate.

In this case, the penalty clause set a fee of USD 5,000,000, which is disproportionate to both the potential damage to the club and the value of the player's services. The amount was therefore excessive. The panel reduced the penalty to USD 2,250,000. Accordingly, the penalty clause is valid and enforceable, but the penalty amount was excessive.

In short, the panel partially upheld the club's appeal.

Other cases related to penalty clause:

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

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

CAS 2024/A/10477 Al-Ahli Saudi Football Club v Jeonbuk Hyundai Motors Football Club and FIFA

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

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

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

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

xiii. Sell-on clause

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

The parties concluded a transfer agreement on 10 June 2020, which included a sell on fee clause in favour of Beer Sheva. In the summer of 2022, Saprissa transferred the same player to a Russian club.

On 6 September 2022, Beer Sheva filed a claim before the FIFA PSC, alleging breach of contract and requesting payment of the sell on fee. On 6 December 2022, the FIFA PSC accepted Beer Sheva's claim, with the grounds notified on 11 January 2023. Saprissa appealed to CAS.

A central issue for the panel to decide regards whether Beer Sheva is entitled to the sell-on fee.

FIFA regulations do not define or classify sell on clauses, but such clauses are understood as conditional contractual obligations agreed between clubs at the time of an initial transfer. Their purpose is generally to ensure that the former club receives a share of any subsequent transfer value, regardless of the mechanism through which the player moves.

In this case, the player unilaterally terminated his contract with Saprissa and subsequently signed with a Russian club. Saprissa received USD 600,000 as compensation for the unilateral breach, an amount that corresponded to the exit clause in the player's employment contract, triggered by third party interest.

As such, this payment is a form of value received by Saprissa in connection with the player's move. Because the sell on clause was designed to capture any transfer related value generated by a subsequent move, and Saprissa did in fact receive such value, the condition for triggering the clause was met. Accordingly, Beer Sheva is entitled to the sell on fee.

In short, the panel dismissed Saprissa's appeal.

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

The parties concluded a transfer agreement on 28 July 2016 for a Brazilian player, granting Deportivo Maldonado a 30% sell on fee on any future definitive transfer. In August 2021, a Spanish club approached Real Sociedad, and on 25 August 2021 the two clubs and the player signed a loan agreement for the remainder of the 2021/2022 season, which included a fixed loan fee. On the same day, Real Sociedad and the player signed a liquidation agreement under which Real Sociedad undertook to pay the player two instalments by October and December 2021.

Deportivo Maldonado invoiced Real Sociedad on 15 October 2021 for the sell on fee it believed was triggered by the loan fee. Real Sociedad rejected the claim on 18 October 2021, and Deportivo Maldonado reiterated its position in November and December 2021.

On 12 March 2022, the Spanish club submitted a formal offer for the player's definitive transfer as of 1 July 2022. Real Sociedad, the Spanish club, and the player subsequently signed the permanent transfer agreement, which provided for a fixed transfer fee payable in three instalments in 2023 and 2024, as well as compensation for liquidated expenses payable in mid 2022.

Real Sociedad invoiced the Spanish club on 23 June 2022 for both the transfer fee and the liquidated expenses. On the same day, Deportivo Maldonado again asserted its entitlement to a sell on fee and issued a further invoice. It reiterated its position in July and November 2022, while Real Sociedad rejected the claims in August and November 2022.

Real Sociedad made partial payments to Deportivo Maldonado in February 2023, August 2023, and August 2024, but Deportivo Maldonado continued to claim that additional amounts remained due. On 5 September 2023, Deportivo Maldonado filed a claim before the FIFA PSC for breach of contract, seeking the amounts it believed were owed under the sell on clause. The FIFA PSC partially accepted the claim on 23 April 2024, with grounds notified on 8 May 2024. Deportivo Maldonado appealed to CAS seeking an amendment of the decision.

A central issue for the panel to decide regards whether the player's transfers triggered the sell-on clause.

Under established principles, the party asserting a fact bears the burden of proving it. Applying this standard, the panel assessed the parties' respective burdens regarding three disputed issues connected to the sell on clause.

First, Deportivo Maldonado failed to discharge its burden of proof concerning the applicability of the sell on clause to the player's loan from Real Sociedad to the Spanish club. To succeed, Deportivo Maldonado needed to demonstrate to the panel's comfortable satisfaction either that the original transfer agreement extended the sell on clause to temporary transfers/loans, or that the loan agreement was a simulated transaction masking a permanent

transfer. Deportivo Maldonado proved neither. As a result, the sell on clause could not be triggered by the loan.

Second, Real Sociedad successfully discharged its burden of proof regarding the compensation of liquidated expenses. The club demonstrated that these amounts were not a hidden transfer fee, nor did they otherwise constitute value capable of triggering the sell on clause. The panel accepted this explanation and concluded that the sell on clause did not apply to the liquidated expenses compensation.

Third, Real Sociedad did not discharge its burden of proof concerning the VAT levied on the transfer. Although Real Sociedad asserted that VAT should fall outside the scope of the sell on clause, it failed to prove this to the panel's comfortable satisfaction. Consequently, the panel held that Real Sociedad did not establish that VAT must be excluded from the sell on calculation.

In short, the panel dismissed Deportivo Maldonado's appeal and partially upheld Real Sociedad's appeal.

Other cases related to sell-on clause:

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

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

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

CAS 2024/A/10637 SK Slavia Praha a.s. v. 36 Lion Football Club

CAS 2024/A/10839 Professional Football Club Botev Plovdiv v. Club Centre de Formation National de Football

xiv. Player's economic rights

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

The parties signed an employment agreement on 30 November 2020, under which the player retained 30% of his economic rights. A new employment agreement signed on 29 December 2021 preserved the same wording.

On 27 July 2022, the club received an offer from a Saudi club for the player's transfer. On 31 July 2022, the parties exchanged emails and draft documents concerning the potential transfer. On 1 August 2022, the player signed an employment agreement with the Saudi club. On 25 August 2022, the Saudi club paid the club a fixed amount. However, on 2 September 2022, the FIFA TMS recorded the player's registration with the Saudi club as a free agent signing.

On 17 October 2023, the player requested payment of the 30% economic rights share he claimed was due under the employment agreement. The club rejected the request on 18 October, arguing that no transfer had occurred because the player joined the Saudi club as a free agent. The parties

reiterated their respective positions in November 2023.

On 15 December 2023, the player filed a claim before the FIFA DRC. The club did not file an answer. On 7 March 2024, the FIFA DRC partially accepted the player's claim, with the grounds notified on 8 April 2024. The club appealed to CAS.

A central issue for the panel to decide regards whether the club owed the player 30% of the transfer amounts it received.

The player's move to the Saudi club constituted a transfer. A transfer, in regulatory terms, is defined by a change of registration. That is, when a player registered with one club becomes eligible to play for another. While the classic transfer model involves explicit written consent from all parties, substance prevails over form.

Even if a transaction does not follow the typical pattern, it may still qualify as a transfer when the underlying reality reflects: (i) the releasing club agreeing to terminate the contract early in exchange for compensation; (ii) the engaging club paying that compensation (directly or on behalf of the player); (ii) the player consenting to the early termination; and (iv) the player signing with the engaging club.

In this case, several facts were undisputed: (i) the player exercised his buy out clause; (ii) his registration moved from the Ecuadorian MA to the Saudi MA; (iii) the club accepted early termination in exchange for compensation; (iv) the Saudi club paid that compensation on the player's behalf; and (v) the player signed an employment contract with the Saudi club. These elements satisfied the substantive criteria for a transfer.

Economic rights are the right to share in the financial value arising from compensation for early termination or from the acquisition of federative rights. Under FIFA RSTP art. 18ter, players may hold their own economic rights, and such rights may be allocated contractually between the parties.

The employment agreements expressly assigned the player 30% of his economic rights, with the club retaining 70%. The parties also agreed on a USD 700,000 buy out clause, which functioned as both a sell on clause and a sell on fee. The Saudi club paid this amount to the club on the player's behalf. Given that the club had acquired the player for less than his fair market value, the sell on mechanism reflected the parties' intention to share in any future appreciation. Accordingly, the club must pay the player 30% of the amount received.

In short, the panel partially upheld the club's appeal.

xv. *Force majeure*

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

The player transferred from a Senegalese club to Al Hilal on 19 July 2022 for a fee. Al Hilal entered

into a commission agreement with an agent on 20 July 2022 regarding the player's transfer. Al Hilal and the player signed an employment agreement on 1 August 2022. An armed conflict broke out in Sudan on 15 April 2023, causing the suspension of all sporting activities.

The Al Hilal team, including the player, fled to Egypt on 15 April 2023, for the preseason training camp that was further relocated to Tunisia where it was held between the end of June and early July 2023. The player traveled to Dakar, Senegal, on 6 May 2023 and proceeded to Gambia from there. Grenoble sent a loan offer to Al Hilal on 20 May 2023. The player's agent contacted Al Hilal on 21 May 2023, Al Hilal replied informing the player's agent that the offer was not satisfactory.

The player's counsel sent a letter to Al Hilal on 5 June 2023 requesting outstanding salaries. The player authorized on 13 June 2023 a third person to collect his payment, which she did on 14 June 2023. Al Hilal remitted to the player the outstanding amounts on 19 June 2023. The player sent an email to the FIFA Secretary General on 26 June 2023 seeking assistance with respect to the armed conflict in Sudan.

The player arrived in Tunisia on 28 June 2023 for the Al Hilal's training camp but did not participate in any training claiming an ankle injury. The player requested his passport from Al Hilal on 29 June 2023 and, subsequently, informed the club of his intention to quit. The player left the preseason training camp on the same date and sent a letter to Al Hilal terminating the employment contract for just cause due to the armed conflict in Sudan. The player signed an employment agreement with Grenoble on 22 September 2023.

Al Hilal sued the player at the FIFA DRC for breach of contract on 19 July 2023 requesting compensation. The player filed a counterclaim. The FIFA DRC rendered its decision on 7 March 2024, rejecting Al Hilal's claim and partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 3 May 2024. Al Hilal appealed to CAS.

A central issue for the panel to decide regards whether the Sudan conflict is a *force majeure* event.

The legal concept of *force majeure* is recognized and applicable in Swiss law. In addition, the Swiss Federal Tribunal considers that a *force majeure* circumstance arises in the presence of an unforeseeable and extraordinary event from an external source that inevitably and forcefully interferes with the business of a company although not related to it.

Moreover, the concept of *force majeure* is established in CAS caselaw in a similar manner and it is considered an objective impediment, beyond the control of the obliged party that renders the performance of the obligation impossible. As an exception to the *pacta sunt servanda* principle, the conditions for the occurrence of *force majeure* event should be interpreted strictly and narrowly.

The panel notes that it might be doubted that the civil war made the performance by the parties absolutely and finally impossible as Al Hilal relocated abroad and resumed its sporting activities. In addition, the panel notes that the civil was unexpected and of a magnitude not comparable to other disorders that had occurred in the past, including other armed conflicts.

As such, Al Hilal cannot reasonably expect that the player joined it in full knowledge of the risks of being in Sudan. It is clear that Al Hilal did not expect the outbreak of a civil war in Sudan. The civil war radically changed the conditions of the employment relationship on the basis that the employment contract had been concluded by Al Hilal and the player to play the Sudanese championship in Sudan, organized under the rules of the Sudan MA.

The championship in Sudan was interrupted, could not be resumed, and Al Hilal had to participate in a foreign championship. Al Hilal was no longer in a condition to perform under the employment contract, and the player was not expected to continue the employment relationship in good faith, given that the essential conditions that gave rise to the employment relationship were no longer present. Accordingly, the armed conflict in Sudan is a *force majeure* event.

In short, the panel dismissed Al Hilal's appeal.

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

The clubs signed a transfer agreement on 30 August 2021. On 3 September 2021, the clubs agreed to an amendment of the transfer agreement. On 24 December 2021, the clubs concluded a second amendment of the transfer agreement. On 24 February 2022, the United States government announced the imposition of further sanctions on Russian financial institutions in response to Russia's military actions against Ukraine, which included full blocking sanctions over CSKA, its then owner, and the Russian bank which West Ham had to direct its payments.

On 28 February 2022, the United Kingdom government responded to Russia's military actions against Ukraine with the expansion of the relevant sanctions regime against certain individuals and entities, including CSKA's former owner and the Russian bank to which West Ham had to direct its payments. On 7 July 2022, CSKA contacted West Ham concerning payment of the second instalment of the transfer compensation fee. On 20 July 2022, West Ham replied and asserted it was faced with the impossibility of making payments of the second instalment or any further sums to CSKA either directly or via the alternative methods proposed by CSKA, given the sanctions regime in place in the UK.

On 8 August 2022, CSKA suggested that West Ham make payment to a Dutch club to which it had a debt. On the same date, West Ham reiterated its position. The parties remained in contact throughout. On 25 October 2022, CSKA sent West Ham a default notice. On 26 October 2022, West Ham reiterated its position.

CSKA sued West Ham at the FIFA PSC for breach of contract on 21 December 2022. On 18 January 2023, West Ham applied to the Office of Financial Sanctions Implementation of the UK government for a license to authorize the direct payment to CSKA. On 22 February 2023, West Ham emailed OFSI to amend its application. On 23 February 2023, West Ham's bank of choice informed the club that it could not transfer any amount to CSKA. On 31 March 2023, the FIFA PSC rendered its decision, accepting CSKA's claim. On 27 April 2023, the FIFA PSC notified its decision's grounds. West Ham appealed to CAS on 17 May 2023.

On 2 June 2023, West Ham applied to the Office of Foreign Assets Control of the United States government for a license to pay CSKA. On 27 June 2023, West Ham's bank of choice informed the club that it could not transfer any amount to CSKA. On 11 August 2023, West Ham requested OFSI to provide a response to the license application. On 25 August 2023, the OFSI requested West Ham further information. On 1 September 2023, West Ham replied. On 26 September 2023 and 20 November 2023, West Ham asked OFSI for a timeline of the decision.

On 23 October 2023, the Dutch club requested the Dutch Ministry of Finance a new exemption as it had not yet received the amount due by CSKA as per the trilateral agreement with the Russian club and West Ham. On 27 November 2023, the Dutch Ministry of Finance conditionally granted the requested exemption. On 23 February 2024, 17 March 2024, and 28 March 2024, West Ham sent further letters to OFSI. CSKA filed its answers on 26 April 2024, requesting that the panel confirm the FIFA PSC decision.

On 17 May 2024, the English MA wrote to OFSI requesting an urgent response. On 10 June 2024, West Ham enquired upon OFAC on the status of its license application. FIFA filed its answer on 25 June 2024, requesting that the panel confirm the FIFA PSC decision. The clubs continued looking for alternatives as well as West Ham kept on pushing for the licenses it had applied for. However, West Ham could not make a payment.

A central issue for the panel to decide regards whether West Ham's performance of its contractual obligations towards CSKA is temporarily impossible due to a *force majeure* event.

The legal consequences of the non-performance of a contract depend on whether the impossibility to discharge the obligation is temporary or permanent. In addition, a monetary obligation can never be considered impossible to perform leading to the extinction of the underlying obligation under the rule *genera non pereunt* and in accordance with SCO art. 84(1).

The panel notes that West Ham's obligation is pecuniary in nature and cannot be extinguished due to its impossibility to perform resulting from government sanctions regimes. As such, West Ham's impossibility to perform its monetary obligation is temporary. Accordingly, West Ham was not in default due to the legal impossibility to make payment and West Ham's monetary obligation should be suspended until the United Kingdom sanctions regime has ended or has been amended on terms that enable the English club to make payments to CSKA.

In short, the panel partially upheld West Ham's appeal.

CAS 2024/A/10491 Mathias Antonsen Normann v. FC Dynamo Moscow, CAS 2024/A/10492 FC Dynamo Moscow JSC v. Mathias Antonsen Normann & Al Raed & CAS 2024/A/10493 Al Raed Sport Club v. FC Dynamo Moscow

The player and Dynamo Moscow concluded an employment agreement on 5 September 2022. In June 2023, the player left Russia for the summer break. On 26 June 2023, Dynamo Moscow issued a note of absence, and on 30 June it reduced the player's June remuneration due to his non attendance at preseason. Following exchanges between the parties, the player accepted a 50% reduction of his June incentive payment, formalized in a written statement on 12 July 2023.

On 30 July 2023, the player's counsel contacted Dynamo Moscow requesting discussions on an early termination, citing recent drone strikes near the player's residence and local market as a safety concern. On 1 August 2023, the club rejected the request, stating that no grounds existed for early termination and that it remained ready to perform the contract. The player terminated the employment contract on 3 August 2023, invoking safety risks. Dynamo Moscow contested the termination the following day.

The player signed with Al Raed on 16 August 2023. On 19 September 2023, Dynamo Moscow demanded compensation for breach of contract, which the player rejected on 4 October, maintaining that he had just cause to terminate.

Dynamo Moscow filed a claim before the FIFA DRC on 3 November 2023 against the player and Al Raed. The player counterclaimed. On 22 February 2024, the FIFA DRC partially accepted both parties' claims, with grounds notified on 21 March 2024. The player, Dynamo Moscow, and Al Raed each appealed to CAS.

A central issue for the panel to decide regards whether the circumstances under which the player had to perform his contractual obligations amount to a *force majeure* event.

Force majeure may excuse non performance only where an unforeseeable, extraordinary, and external event beyond the

party's control renders contractual performance objectively impossible. Because *force majeure* constitutes an exception to *pacta sunt servanda*, it must be applied restrictively.

The *rebus sic stantibus* doctrine, which allows contractual adjustment only when: (i) the change in circumstances occurred after the contract was concluded; (ii) the change was unpredictable; and (iii) the change seriously disrupted the contractual balance to the point that insisting on performance would constitute an abuse. The party invoking this doctrine bears the burden of proving these elements.

In this case, the player chose to remain in Russia in September 2022 despite the protections available under FIFA RSTP Annexe 7. At the time of termination, he did not demonstrate any extreme or imminent danger in Moscow that made performance impossible or rendered continuation of the contract contrary to good faith.

The safety concerns raised, such as drone strikes, did not meet the threshold for *force majeure*, nor did they justify revising or terminating the contract under *rebus sic stantibus*. Accordingly, the player lacked just cause to terminate his employment contract.

In short, the panel dismissed the player's appeal, Dynamo Moscow's appeal, and Al Raed's appeal.

Other cases related to *force majeure*:

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

CAS 2024/A/10279 Al Raed Sport Club v. JSC Football Club Rostov, CAS 2024/A/10280 JSC Football Club Rostov v. Mathias Antonsen Normann & Al Raed Sport Club and FIFA & CAS 2024/A/10281 Mathias Antonsen Normann v. JSC Football Club Rostov

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

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

xvi. Transfer of minors

CAS 2023/A/10032 Wolverhampton Wanderers FC v. FIFA

On 4 July 2023, the English MA submitted an application through the FIFA TMS seeking approval from the FIFA PSC for the international transfer of a 2007 born amateur player, an Irish and British dual national, from an Irish club to an English club. On 6 July 2023, the Irish MA opposed the application.

At FIFA's request, the English MA provided the player's passport issued by the Irish MA on 11 July 2023. On 23 July 2023, the English MA submitted additional statements and evidence regarding the player's personal and sporting context. On 3 August 2023, the FIFA PSC rejected the request for approval of the transfer. The English MA forwarded the grounds of the decision to the club on 14 September 2023. The club appealed to CAS.

A central issue for the panel to decide regards whether the minor is entitled to be registered with the English MA when moving from a club in Northern

Ireland affiliated to the Irish MA to a club in the United Kingdom, given his dual citizenship.

Rules governing the transfer of minors must be clear and strict while respecting a minor's individual rights and must consider the genuine personal links a minor may have with the country to which he seeks to move. A minor holding multiple citizenships is entitled to the full benefits of each nationality, including the unrestricted right to live in any country of which he is a national.

The player in question is a dual citizen of the Republic of Ireland and the United Kingdom. As such, he enjoys the rights and privileges attached to both nationalities, including freedom of movement between the two countries. Imposing restrictions on his ability to move from Ireland to the United Kingdom would effectively undermine a personal right inherent in his dual national status.

The club satisfied the requirements of FIFA RSTP art. 19(2)(b). The player also had meaningful ties to the United Kingdom: (I) his parents believed the club offered superior educational support; (ii) he had close family connections there; and (iii) the cultural environment was familiar and compatible. These factors demonstrated a solid and legitimate connection to the United Kingdom, with no adverse impact on the player's wellbeing.

Accordingly, the panel held that the minor is entitled to be registered with the English MA when moving from a club in Northern Ireland affiliated to the Irish MA to a club in the United Kingdom, given his dual citizenship.

In short, the panel upheld the club's appeal.

CAS 2024/A/10982 A. v. FIFA & RFEF

The player was registered with an academy team until the 2023/2024 season. In early 2024, his family decided to relocate abroad for personal and business reasons. Before the move, the parents contacted schools and real estate agents in the new country and visited a local football club on 7 February 2024. The family relocated on 4 April 2024, and on 16 April 2024 the local club accepted the player into its academy.

On 2 September 2024, the member association submitted a request to the FIFA PSC for the player's first registration, invoking the exception under FIFA RSTP art. 19(2)(a), parents' move for reasons not linked to football. On 6 September 2024, the FIFA PSC rejected the request, with the grounds notified on 16 October 2024. The player appealed to CAS.

A central issue for the sole arbitrator to decide regards whether FIFA correctly assessed the request for the player's registration.

While CAS panels possess full *de novo* power to review both facts and law, this power remains confined to the matters that were before the previous instance and cannot exceed the jurisdiction exercised by that body. Claims not raised previously are, in principle, inadmissible unless a party demonstrates legitimate reasons for not having advanced them earlier.

In this case, the FIFA PSC ruled solely on the member association's request for the player's first registration under FIFA RSTP art. 19(2)(a). Before CAS, however, the player sought authorization for registration as an international transfer under art. 19(4)(a), thereby introducing a new claim and expanding the scope of the appeal. The sole arbitrator held that the *de novo* power did not allow the appeal to proceed on this new basis.

The sole arbitrator then considered the admissibility of the player's comments on the FIFA case file. CAS panels may order the production of additional documents and may allow parties to supplement their submissions in exceptional circumstances. Because the player did not have access to the FIFA case file before filing his appeal brief, the sole arbitrator accepted that exceptional circumstances existed and deemed the player's comments admissible.

Turning to the merits, the sole arbitrator examined whether FIFA had properly rejected the member association's request for the player's first registration. Given that the player had already been

registered with a club, the application did not satisfy the requirements for a first registration under the FIFA RSTP. Accordingly, FIFA correctly rejected the request.

In short, the sole arbitrator dismissed the player's appeal.

xvii. Clearing House (training rewards and EPP review process)

CAS 2024/A/10551 ESTAC v. Torino FC S.P.A. & FIFA

The player was registered with ESTAC as an amateur from 6 July 2018 to 31 July 2020. On 1 August 2020, he signed his first professional contract with ESTAC and remained registered with the French club until 1 July 2022. ESTAC offered him a trainee contract on 25 April 2022 for two seasons, but the player did not respond.

On 11 July 2022, Torino offered the player an employment contract. The Italian MA, however, registered him with Torino as an amateur, and Torino maintained that no employment contract had been concluded, stating that the player had only signed an Italian MA registration form. On 24 August 2022, the player publicly announced on social media that he had signed his first professional contract with Torino.

ESTAC immediately contacted Torino seeking training compensation. Torino rejected the request, insisting the player was registered as an amateur and had no employment contract. Further correspondence followed. On 4 October 2022, a journalist published an interview in which the player stated that Torino had signed him to the professional team.

On 3 January 2023, Torino added the player to the LEGA policy, the mandatory insurance required for Serie A participation. Between 4 and 21 January 2023, Torino called him up for three Serie A matches and one Coppa Italia match, though he did not play. On 17 July 2023, the player and Torino signed a professional contract for four seasons, and the Italian MA registered him as a professional on the same day.

On 17 April 2024, the FIFA General Secretariat issued the final Electronic Player Passport (EPP) following the review process in the FIFA TMS. The EPP concluded that ESTAC was not entitled to training compensation. ESTAC appealed to CAS.

A central issue for the sole arbitrator to decide regards whether ESTAC is entitled to training compensation from Torino.

A club is entitled to training compensation only if it fulfils the conditions set out in FIFA RSTP art. 6(3) and Annexe 4. As the claimant, ESTAC bore the burden of proving that these requirements were met.

ESTAC failed to discharge this burden, particularly with respect to: (i) its contractual offer to the player; (ii) the player's initial registration status at

Torino; and (iii) its own compliance with the procedural and substantive requirements of RSTP art. 6(3)/ Annexe 4.

Because these elements were not established, ESTAC did not meet the regulatory conditions for entitlement to training compensation. Accordingly, ESTAC is not entitled to training compensation from Torino.

In short, the sole arbitrator dismissed the ESTAC's appeal.

CAS 2024/A/10453 Hapoel Tel Aviv v. FIFA

A French club signed the player on 30 May 2022. His contract expired on 30 June 2023 without any extension proposal. The club then signed a new employment agreement with him on 21 July 2023 and completed his registration in the FIFA TMS on 10 August 2023. On the same day, FIFA initiated the creation of the player's provisional EPP, which was generated on 10 August and released for review on 21 August 2023.

The Israeli MA intervened on 28 August 2023 to add the player's registration date with the club. The French MA followed on 31 August 2023, uploading proof of the player's registrations with its affiliated clubs. FIFA moved the EPP into validation on 2 September 2023.

On 18 January 2024, FIFA approved the new registration data submitted by the Israeli MA and the French MA, updated the EPP to completion, and invited the club to submit any documentation relevant to training reward entitlement, including possible waivers. FIFA again moved the EPP into validation on 25 January 2024 and reiterated its invitation on 14 February 2024. The club replied on 18 February 2024 but did not upload any waiver.

FIFA approved the EPP on 26 February 2024 and generated the allocation statement. The FIFA General Secretariat then issued its decision ordering the club to pay training compensation in accordance with the allocation statement. When the club contacted the FIFA Clearing House on 19 March 2024 seeking to overturn the decision, it was informed that the decision was final. The club appealed to CAS.

During the CAS proceedings, the club submitted a letter dated 21 March 2024 addressed to both the FIFA Clearing House and CAS in which the French club allegedly issued a waiver of the training compensation.

A central issue for the sole arbitrator to decide regards whether the French club was a mandatory respondent in the appeals proceedings.

An appellant must designate every affected party as a respondent to safeguard due process. Under the doctrine of passive mandatory joinder, claims must be dismissed when an affected party is not summoned, as each party whose rights may be impacted must have the opportunity to defend itself, present evidence, and contest allegations. A third party excluded from the proceedings is deprived of the ability to challenge evidence concerning it.

In this case, the absence of the French club prevented the arbitrator from verifying the club's position on the alleged waiver of training compensation. Even without indications of invalidity, the French club had to be given the opportunity to comment, and the appellant also failed to prove the provenance of the waiver. Accordingly, the French club was a mandatory respondent, and the appellant's failure to summon it undermined the appeal.

In short, the sole arbitrator dismissed the club's appeal.

CAS 2023/A/10051 Bayelsa United FC v. Maghreb Association Sportive (MAS) & FIFA

The player joined MAS as a professional on 30 January 2022. On 17 January 2023, he placed MAS in default for outstanding payments and, on 2 February 2023, unilaterally terminated his employment contract. He filed a claim before the FIFA DRC on 4 February 2023 but withdrew it on 21 April 2023 after reaching a settlement with MAS.

On 15 May 2023, the player registered with BUFC. FIFA immediately initiated the creation of a provisional EPP in TMS, generating it the same day and releasing it for review on 2 June 2023. The Moroccan MA intervened on 8 June 2023 to upload proof of the player's registration with its affiliated club. FIFA moved the EPP into validation on 14 June 2023.

On 17 August 2023, FIFA approved the new registration data submitted by the FRMF, informed BUFC, and updated the EPP to completion. FIFA again moved the EPP into validation on 26 August 2023. BUFC did not submit any waivers. FIFA approved the EPP on 19 September 2023 and, on 20 September 2023, the FIFA General Secretariat issued its determination ordering BUFC to pay MAS training compensation. BUFC appealed to CAS. FIFA filed its answer, but MAS did not.

A central issue for the sole arbitrator to decide regards whether FIFA properly attributed training compensation to MAS payable by BUFC.

The EPP is the central document in the FIFA Clearing House system, consolidating a player's registration history from the calendar year of his 12th birthday onward. It records: (i) the relevant member association; (ii) the player's status (amateur or professional); (iii) the type of registration (permanent or loan); and (iv) the clubs involved, including their training categories.

Because the EPP is fundamental to the FIFA Clearing House mechanism, its generation, review, and validation follow a detailed, step by step procedure designed to ensure the participation of all interested parties, including clubs and member associations. FIFA strictly followed these procedural steps throughout the EPP process.

BUFC, despite being expressly invited to submit documentation, including

waivers, that could affect the allocation of training compensation, chose not to provide any such evidence. In the absence of contrary documentation, the EPP correctly reflected MAS's entitlement. Accordingly, FIFA properly attributed training compensation to MAS payable by BUFC.

In short, the sole arbitrator dismissed BUFC's appeal.

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

A Ghanaian player transferred from a Ghanaian club to Leicester City on 31 January 2023. On the same day, FIFA generated the player's provisional EPP and released it for review. Two member associations subsequently intervened to upload proof of the player's historical registrations.

FIFA later approved the EPP, which recorded the player as registered with Accra from 5 August 2016 to 31 December 2019 as an amateur. On 13 July 2023, the FIFA General Secretariat issued its determination, concluding that Accra was not entitled to training compensation or solidarity contribution under FIFA RSTP Annexe 4 arts. 2(1)(b) and 3(1).

On 26 November 2024, Accra filed a claim before the FIFA DRC seeking

training compensation related to the player's move to Leicester. FIFA invited Accra to complete its claim on 30 November 2024. On 4 December 2024, Accra submitted additional evidence, including a player passport issued by the Ghanaian MA indicating a longer registration period with Accra (5 August 2016 to 4 September 2020), which contradicted the EPP already validated through the FIFA Clearing House process.

On 12 December 2024, the FIFA Clearing House Department, acting on behalf of the FIFA Football Tribunal, closed Accra's claim. It explained that: (i) the transfer occurred after 16 November 2022, meaning the Clearing House system applied; and (ii) Accra had already participated in the EPP review process for this transfer, making the EPP final and binding for training reward purposes. Accra appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the FIFA Clearing House Department properly dismissed Accra's claim.

The EPP is generated once per triggering event and undergoes a structured process of creation, review, and validation. During this process, interested parties, including clubs and member associations, may correct or supplement the information and request amendments. After this review, the FIFA General Secretariat issues the final EPP, which becomes binding for training reward purposes.

Accra had participated in the relevant EPP review process, as contemplated by FIFA CHR art. 18(2). Because the EPP had already been finalized and Accra had exercised its opportunity to contribute, it was not entitled to file a subsequent claim before the FIFA DRC challenging the same registration history. Accordingly, the FIFA Clearing House Department properly dismissed Accra's claim.

In short, the sole arbitrator dismissed Accra's appeal.

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

An Argentinean player was registered with Larissa on 1 September 2023, triggering the obligation to distribute training rewards to his former training clubs. FIFA generated the player's provisional EPP on 4 September 2023 and released it for review on 15 September 2023. The Portuguese MA participated in the review process and uploaded a TMS transfer report on 25 September 2023. FIFA moved the EPP into validation on 3 October 2023.

On 25 March 2024, FIFA requested additional documentation from Larissa through the TMS Portal. The EPP was moved back into validation on 30 March 2024. FIFA issued a second request for documentation on 2 April 2024, and the EPP was again placed into validation on 6 April and 13 April 2024.

On 3 May 2024, FIFA issued the EPP determination, which automatically generated the allocation statement. The determination concluded that Vélez, Morón, and Famalicão were entitled to receive training rewards from Larissa. Larissa appealed to CAS.

The central issues for the sole arbitrator to decide regard whether: (i) Larissa failed to include the Argentinean MA and Portuguese MA as mandatory respondents; and (ii) the FIFA Clearing House correctly assessed the training rewards payable by Larissa.

Under FIFA CHR art. 4, member associations are responsible for ensuring that all registration data entered into TMS is correct and complete. Because any allegation that false or inaccurate information was included in the Electronic Player Passport (EPP) must be directed at the entities responsible for supplying that data, the appropriate addressees of Larissa's challenge were the Argentinean MA and the Portuguese MA.

By failing to summon them, Larissa deprived both associations of their right to be heard and prevented them from defending the accuracy of the information they had provided. Both associations were mandatory respondents to the claim.

Although CAS panels enjoy full *de novo* review, Larissa bore the burden of proving that FIFA had erred. The club failed to demonstrate that FIFA made any mistake in the EPP determination or allocation statement process, that the decision infringed European law, or that FIFA incorrectly evaluated the factual circumstances surrounding the player's transfer in a manner that should have reduced the training rewards owed. In the absence of such proof, the FIFA Clearing House correctly assessed the training rewards payable by Larissa.

In short, the sole arbitrator dismissed Larissa's appeal.

Other cases related to Clearing House (training rewards and EPP review process):

CAS 2024/A/10718 KAA Gent v. FIFA

TAS 2024/A/10858 Guidars FC c. FIFA

TAS 2024/A/11050 Lyon La Duchère c. FIFA

CAS 2024/A/10478 Hapoel Tel Aviv FC v. FIFA

CAS 2024/A/10673 Torres S.r.l v. FIFA & Club Atlético Independiente & Asociación Atlética Argentinos Juniors

xviii. Other cases of interest

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

Santos and Almería concluded a transfer agreement on 18 July 2022. On 3 August 2022, Santos signed an agreement with Superfute to assign the transfer receivables to an investor.

Santos and Almería amended the transfer agreement on 12 August 2022, and on 22 August 2022, Santos informed Almería of the assignment deed.

On 26 August 2022, Almería paid Santos the amount due under the transfer agreement, along with an additional payment related to another player. Santos followed up with emails on 2 and 5 September 2022 regarding the financial transaction. On 6 September 2022, Almería rejected Santos' request to advance an instalment.

Santos issued a termination letter to Superfute and the investor on 22 September 2022, forwarding it to Almería. The investor contested the termination on 23 September 2022, and Santos ratified its termination on 26 September 2022, also sending Almería a formal notice requesting acknowledgment of the cancellation of the assignment.

On 28 September 2022, Almería informed Santos that it had received a letter from the Spanish tax authorities dated 15 September 2022, imposing a partial embargo on amounts owed to Santos due to an outstanding tax debt. The embargo prohibited Almería from making payments or signing any assignment of receivables in favor of third parties until Santos regularized its debt.

On 29 September 2022, the investor challenged Santos' termination. Santos sent a default notice to Almería on 3 October 2022. Almería consulted external counsel on 18 October 2022, who on 20 October 2022 shared an offer from GCS Funding regarding a new potential assignment. The offer was forwarded to Santos on 2 November 2022, and Santos replied on 4 November 2022.

Almería ultimately paid Santos' tax debt in accordance with the embargo letter on 7 November 2022 and 31 October 2023. Santos filed a claim before the FIFA PSC on 17 February 2023. On 4 July 2023, the FIFA PSC dismissed the claim as premature, notifying the grounds on 17 August 2023. Santos appealed to CAS.

A central issue for the panel to decide regards whether Santos intentionally deceived Almería to create a false impression or to exploit an existing misunderstanding.

Fraud requires the cumulative presence of three elements: (i) intentional deception, (ii) an error, and (iii) a causal link between the deception and the conclusion of the contract. The party alleging fraud bears the burden of proving all three conditions. Almería failed to establish these elements and therefore did not prove that Santos induced it by fraud.

Intentional deception under Article 28(1) SCO requires conduct aimed at creating a false impression of reality or exploiting an existing misunderstanding. Fraud may arise from affirming false facts or concealing true facts, but intentional concealment exists only where a duty to disclose is present. Swiss law does not impose a general obligation to inform the counterparty of all circumstances surrounding contract formation.

Each party must exercise reasonable diligence and curiosity when negotiating.

Almería alleged that Santos intentionally concealed relevant facts, yet it failed to demonstrate that Santos had a disclosure obligation or that Almería itself acted with sufficient diligence. Almería assumed, without verification, that the absence of tax debts was a fundamental prerequisite of the transaction, and it did not request a formal declaration from Santos. Given that assignments of receivables can fail for reasons attributable to either the assignor or the debtor, both parties bore responsibility for clarifying essential information. Accordingly, Almería did not prove that Santos committed fraud.

In short, the panel partially upheld Santos' appeal.

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

The parties concluded an employment agreement on 7 November 2021. On 27 June 2022, the club unilaterally terminated the coach's contract. The coach responded on 1 July 2022, expressing willingness to reach an amicable settlement.

On 24 July 2022, the coach filed a claim before the FIFA PSC for termination without just cause. Two days later, on 26 July 2022, he initiated parallel proceedings before the Hungarian courts. On 22 November 2022, the FIFA PSC declared the FIFA claim inadmissible. Shortly thereafter, on 24 November 2022, the Hungarian court found it lacked jurisdiction and referred the matter to another Hungarian court.

The coach signed a new employment contract with a Spanish club on 1 February 2023, then withdrew his Hungarian court claim on 24 February 2023. The Spanish club terminated his contract on 6 March 2023, and on 7 March 2023, the coach filed an appeal before CAS against the FIFA PSC decision. On 20 March 2023, the Hungarian court formally terminated the proceedings and ordered the coach to pay costs, notifying the parties on 4 April 2023.

On 14 February 2024, CAS issued its award, upholding the coach's appeal, setting aside the FIFA PSC decision, and remitting the case to FIFA for a new decision. FIFA acknowledged the CAS award on 16 February 2024 and registered the dispute under a new reference number. The coach re filed his claim before the FIFA PSC on 5 March 2024. The club submitted its answer on 2 April 2024, challenging FIFA's jurisdiction. On 29 August 2024, the FIFA PSC issued a new decision, partially accepting the coach's claim, and notified the grounds on 27 September 2024. The club appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the sole arbitrator was bound by the applicable law determination in the first CAS appeal award.

Arbitral tribunals seated in Switzerland must respect Swiss ordre public, which includes both *res judicata* and innerprozessuale Bindungswirkung.

Res judicata ensures that the content of a final decision is preserved in subsequent, separate proceedings. It applies in two situations: (i) when the second proceeding is identical to the first; or (ii) when the first decision resolves an issue that is prejudicial for the second. However, *res judicata* only applies where the proceedings are distinct and separate, and it binds only the operative part of the award – not preliminary considerations such as the determination of applicable law.

By contrast, innerprozessuale Bindungswirkung governs the internal binding effect of decisions within the same procedural continuum. An adjudicatory body cannot depart from its own earlier determinations, nor from the legal assessment of an appellate instance when a case is remitted. The scope of this binding effect is defined by the grounds for the referral, which set the framework for both factual and legal findings in the subsequent stage.

Although CAS 2023/A/9477 and CAS 2024/A/10946 appear formally distinct as different case numbers, different sole arbitrators, and different FIFA PSC decisions, they are substantively part of one continuous procedure. Both arise from the same dispute, and the first CAS panel did not dispose of the merits but merely remitted the case to FIFA. The coach's claim therefore remained pending, and the proceedings continued across multiple instances as a single procedural chain.

The SFT would have treated the first CAS award as a preliminary award under PILA art. 190(3), meaning it would not have conducted a full review of the grounds in art. 190(2). This reflects the SFT's view that sports judicial appeal mechanisms operate analogously to multi instance state court proceedings: a remittal decision is preliminary, and the dispute remains substantively unresolved.

Because the first CAS award definitively determined the applicable law, both the FIFA PSC and the sole arbitrator in the second CAS appeal were bound by that finding. The subsequent arbitral tribunal therefore could not revisit or alter the applicable law. Accordingly, the sole arbitrator held that he was bound by the applicable law determination made in the first CAS appeal.

In short, the sole arbitrator dismissed the club's appeal.

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

On 16 May 2024, the club and coach Pacheco signed a pre contract setting out his remuneration and that of his technical staff. The parties formalized their relationship by signing employment contracts on 20 May 2024. Barely a month later, on 21 June 2024, the club unilaterally terminated all coaches' contracts without just cause.

The club sent a compensation offer on 24 June 2024, to which the coaches responded with a counteroffer on 25 June 2024. The club replied the same day with further suggestions. On 12 July 2024, the coaches formally requested payment of compensation. They subsequently signed new employment agreements with a Saudi club on 15 July 2024.

On 16 July 2024, the club disputed the coaches' compensation calculations and submitted a new counteroffer. The parties continued exchanging proposals throughout July. On 29 July 2024, the coaches issued default notices to the club.

Pacheco filed a claim before the FIFA PSC on 12 August 2024. His assistants, Carvalho Teixeira and Cunha Teixeira, filed their own claims on 19 August 2024. On 29 October 2024, the FIFA PSC issued its decisions, partially accepting the coaches' claims. All three coaches appealed to CAS.

A central issue for the sole arbitrator to decide regards whether the coach and his assistants had negotiated their employment contracts individually or as a collective agreement.

A group or collective contract is a single agreement concluded between a club and a head coach that covers the remuneration of the entire technical staff. Such arrangements are expressly addressed in FIFA RSTP Annexe 2, which regulates the status and transfer of coaches.

Under the FIFA RSTP Annexe 2, art. 2(1), group or collective contracts are prohibited because each coach must have an individual employment contract. When parties attempt to conclude a collective contract, it is not rendered void; instead, the FIFA RSTP's default regime applies, treating each coach's employment relationship as individual.

An employment contract remains individual even if it contains a clause providing for automatic termination when another employment relationship, typically that of the head coach, comes to an end. Such a clause does not transform the agreement into a collective contract; it merely reflects the practical interdependence often found within coaching staffs.

In this case, the coaches' contracts did not constitute a group contract. They were individually executed, and the only linkage between them was the clause stating that the assistant coaches' contracts would automatically terminate if the head coach's contract ended. Accordingly, the coaches' employment contracts were individual contracts, not group or collective agreements.

In short, the sole arbitrator partially upheld the coaches' appeals.

Other cases:

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

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

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

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

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

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

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

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

Judicial Bodies

Disciplinary Committee and Appeal Committee

i. Failure to respect decisions.

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

On 8 April 2022, CAS issued a consent award following a settlement between the club and a player. On 20 July 2023, the player informed FIFA that the club had not complied and requested disciplinary proceedings.

The FIFA Disciplinary Committee issued a proposal on 31 July 2023, which became final on 7 August 2023, and imposed a transfer ban on 14 September 2023. The player later reported that the club had violated the ban by signing players in January and February 2024. The club settled its debt in February 2024, and the sanction was lifted on 7 March 2024.

The FIFA Disciplinary Committee then opened new disciplinary proceedings for the alleged non compliance with the transfer ban. On 15 March 2024, it proposed a fine and a transfer ban; the club rejected the proposal. On 4 April 2024, the FIFA Disciplinary Committee imposed a fine and a two window transfer ban, notifying the grounds on 8 May 2024. The club appealed to CAS.

The main issue for the sole arbitrator to decide in the appeal regards the proportionality of the sanction. The sole arbitrator explains that sanctions are subject to *de novo* review and must satisfy a minimum legal and rational threshold.

In particular, a sanction must not: (i) depart from reasonable expectations; (ii) be adopted in an unlawful manner; (iii) be arbitrary or discriminatory; (iv) breach any legal principle; or (v) violate applicable laws or regulations. A fine combined with a two window transfer ban falls within FIFA's broad discretion when enforcing compliance with its decisions.

In short, the sole arbitrator concludes that the sanction is proportionate, dismissing the club's appeal.

TAS 2024/A/10635 Federación Ecuatoriana de Fútbol c. FIFA

On 31 July 2023, the FIFA Disciplinary Committee sent a sanction proposal to a club affiliated to the member association, copying both the creditor of the club and the member association. On 7 August 2023, the FIFA Disciplinary Committee informed the member association that the proposal had become final and binding via a "noreply@legalportal.fifa.org" email referencing case FDD 15430.

On 14 September 2023, the FIFA Disciplinary Committee notified the club that a transfer ban had been imposed due to its continued non

compliance in case FDD 15430. It further indicated that the member association was responsible for enforcing the ban domestically.

The member association allegedly never received the decision. Instead, on that same day it received a "noreply@legalportal.fifa.org" email unrelated to the matter, referencing case FDD 16001 and lacking the decision. The member association opened a support ticket on the FIFA Legal Portal, but FIFA instructed it to submit a comment on the platform. However, the member association did not have access to the case file.

On 8 January and 19 February 2024, the player informed FIFA that the club had still not complied with the transfer ban.

The FIFA Disciplinary Committee opened an investigation into the club and the member association for non compliance. It concluded that the club had registered 24 new players during the transfer ban. On 27 February 2024, the FIFA Disciplinary Committee informed the member association by email that the transfer ban in case FDD 16001 had been lifted, but the decision was not attached. On 29 February 2024, the member association notified FIFA via "legal.digital.support@fifa.org" and

"legal@fifa.org" that the attachment was missing.

On 1 March 2024, the FIFA Disciplinary Committee sent another email to the member association referring to case FDD 16001 and to case FDD 15430, this time attaching supporting documents. On 15 March 2024, the FIFA Disciplinary Committee notified the member association through the FIFA Legal Portal, proposing a sanction for breach of art. 21 of the FIFA Disciplinary Code. The member association rejected the proposal and submitted its position. On 4 April 2024, the FIFA Disciplinary Committee rendered its decision, sanctioning the member association. The member association appealed to CAS.

The main issue for the panel to decide regards the validity of the sanction imposed on the member association. In short, the panel states that FIFA is responsible for providing clear and proper instructions to its member associations. In this case, FIFA did not give the member association adequate notice of the transfer ban that it was expected to enforce. As a result, the panel concludes that the sanction imposed on the member association is not valid.

In short, the panel upheld the member association's appeal and set aside the FIFA Disciplinary Committee decision.

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

On 27 March 2024, a CAS panel partially upheld the club's appeal and reduced the amounts owed to the player due to a FIFA DRC decision. Nevertheless, the club failed to comply with the CAS award even after a formal notice by the player on 1 April 2025.

The player requested that the FIFA Disciplinary Committee open disciplinary proceedings against the club on 22 April 2025. The FIFA Disciplinary Committee imposed a fine as an immediate sanction and a conditional transfer ban on 9 May 2025. The club appealed to CAS, alleging that it was under a *force majeure* event due to financial hardship.

The main issue for the panel to decide regards whether financial hardship *per se* is enough to constitute a *force majeure* event and to excuse the club's failure to comply with the CAS award. In short, the panel notes that *force majeure* refers to an unforeseeable and extraordinary event, beyond the parties' control, that makes contractual performance impossible.

As an exception to *pacta sunt servanda*, it applies only in cases of true impossibility. Financial difficulties, however, do not constitute *force majeure* and cannot justify non payment of a

debt or non compliance with a CAS award. As such, financial hardship does not excuse the club's failure to comply with the CAS award.

Moreover, the sanctions imposed are standard measures expressly contemplated under art. 21 of the FIFA Disciplinary Code. As such, they fall within FIFA's discretionary powers and are neither arbitrary nor excessive.

In short, the sole arbitrator concludes that the sanction is proportionate, dismissing the club's appeal.

Other cases related to Failure to respect decision:

CAS 2024/A/10609 Alanyaspor Kulübü v. Davidson da Luiz Pereira & FIFA

ii. Sporting succession, bankruptcy, and diligence of creditors

CAS 2024/A/10308 AO Xanthi v. FIFA & Radoslav Vasilev

On 8 February 2024, the player requested that the FIFA Disciplinary Committee open disciplinary proceedings against the club, alleging that it was the successor of the original debtor. The FIFA Disciplinary Committee found that the club was indeed the sporting successor and therefore responsible for the original debtor's failure to comply with the FIFA DRC decision. The club appealed to CAS.

The main issue for the sole arbitrator to decide regards whether there is sporting continuity or sporting succession between the original debtor and the club.

Regarding sporting continuity, the sole arbitrator notes that sporting continuity depends on two elements: (a) the temporal nexus between the end of the original debtor's sporting activity and the start of the alleged successor's activity, and (b) the comparative sporting level of both entities at those respective moments.

In this case, there is a full season gap between the original debtor's withdrawal from the HFF Super League 2 for the 2022/2023 season and the club's entry into amateur football at the start of the 2023/2024 season. As such, indicating a break in continuity.

Moreover, the entities competed at entirely different sporting levels, and the club deliberately distanced itself from the original debtor by beginning at the entry level of Greek football. This further supports the absence of continuity.

Accordingly, the sole arbitrator concludes that no sporting continuity exists between the original debtor and the club.

As for sporting succession, the sole arbitrator notes that sporting succession generally requires indications of abuse or bad faith, such as the creation of a new entity to evade the original debtor's financial obligations. In this case, there

is no evidence that the club acted as a vehicle to avoid debts, nor that it acquired any assets from the original debtor, even though it was appointed as liquidator.

The sole arbitrator also considers whether the club adopted distinctive traits of the original debtor to benefit from its identity. Greek Sports Law is relevant because it mandated the club, founded in 1967, to create the original debtor as a company in 1989 to compete professionally.

To assess succession, the sole arbitrator evaluated the following elements: sporting continuity, name, legal form, public expression, history, team colours, logo, registered address, online presence, ownership, players and coaches, public perception, and sponsors. Five of these elements (name, public expression, team colours, team logo, and public perception) suggested some degree of continuity. However, eight elements (sporting continuity, legal form, history, registered address, website and social media, ownership, players and coaches, and sponsors) pointed in the opposite direction.

The sole arbitrator concluded that that the club is not the sporting successor of the original debtor given the absence of sporting continuity, the lack of overlap in personnel, and the absence of any evidence of bad faith or asset transfer.

In short, the panel upheld the club's appeal and set aside the FIFA Disciplinary Committee decision.

CAS 2023/A/10114, CAS 2023/A/10117, CAS 2023/A/10118, CAS 2023/A/10119, CAS 2023/A/10121 & CAS 2023/A/10122 Poalei Tel Aviv Holdings Ltd. v. FIFA

In 2016, Israeli courts opened insolvency proceedings regarding the club and launched a tender inviting investors to submit bids for the acquisition of the club's football business, rights, and assets.

In 2017, Israeli courts issued a decision ordering the provisional liquidation of Harel Holding and approving an offer for the acquisition of the club's activities that includes Hapeol Tel Aviv FC.

In this scenario, the FIFA Disciplinary Committee rendered 6 decisions regarding sporting succession on 31 July 2023, sanctioning the club. The club appealed to CAS.

The main issues for the panel to decide regard whether: (i) the FIFA Disciplinary Committee has discretion to close disciplinary proceedings against clubs in bankruptcy or insolvency proceedings; and (ii) there is sporting continuity or sporting succession between the original debtor and the club.

Regarding the FIFA Disciplinary Committee's discretion to close disciplinary proceedings against clubs in bankruptcy or insolvency proceedings, the panel notes that the FIFA Disciplinary Code does not require disciplinary proceedings to be automatically closed simply because state insolvency proceedings are underway.

Instead, the FIFA Disciplinary Committee must conduct a balancing of interests. The same approach applies in cases concerning sporting succession. In the present matter, the panel found no justification for closing the proceedings given the specific circumstances involving the club.

Accordingly, the panel concludes that the FIFA Disciplinary Committee retains discretion when determining whether to close disciplinary proceedings against clubs undergoing bankruptcy or insolvency proceedings.

As for whether there is sporting continuity or sporting succession between the original debtor and the club, the panel notes that the concept of sporting succession exists to protect the rights of players and clubs, ensure contractual stability and fair competition, and prevent successor entities from engaging in fraudulent behavior.

A sporting successor assumes the liabilities of its predecessor because it benefits from the predecessor's results, fan base, and revenues. Sporting successors may therefore be subject to disciplinary sanctions. The panel also notes that the FIFA Disciplinary Committee enjoys broad discretion in determining whether one club is the sporting successor of another, including in situations involving bankruptcy or liquidation.

To assess sporting succession, the panel considers several potentially relevant indicators, such as headquarters, name, legal form, team colors, players, ownership and management, competition level, public information, founding year, license, acquisition of sporting assets and federative rights, emblem and logo, and stadium. The panel emphasizes that a football club is a sporting entity identifiable in its own right, transcending the legal entities that operate it.

The panel distinguishes between sporting succession and sporting continuity. Sporting succession applies when a club ceases to exist or is detached from its activity, whereas sporting continuity applies when the club never ceased to exist or maintained its activity without interruption. The panel also finds that the FIFA regulatory framework does not violate the principle of equality of creditors or the state's monopoly on execution under Swiss public policy and is justified by the need for harmonization in football.

In the present case, the panel observes that the club retained the same federative license, competition level, name and organizational structure, history and sporting achievements, colors and logo, registered address, stadium, internet domain, and FIFA TMS ID number of the original debtor. Moreover, the original debtor never ceased to exist. These elements collectively demonstrate a situation of sporting continuity rather than sporting succession.

In short, the panel dismissed the club's appeal as there is sporting continuity between the original debtor and the club, finding no justification for closing the proceedings.

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

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

CAS 2023/A/10091 Karpaty FC LLC v FIFA & HNK Cibalia Vinkovci & FC Karpaty Halych

CAS 2024/A/10347 Shaanxi Chang'an Union Football Club v. Raoul Loé & FIFA

iii. Eligibility

TAS 2025/A/11314 Club de Fútbol Pachuca c. FIFA, TAS 2025/A/11315 Club León c. FIFA & TAS 2025/A/11316 Club León c. FIFA

On 16 December 2022, the FIFA Council approved the new 32 team FIFA Club World Cup to be held in June 2025. It later approved the slot allocation, access principles, and club ranking methodology. León qualified on 4 June 2023 and Pachuca on 1 June 2024 by winning the CONCACAF Champions Cup.

Beginning in June 2024, FIFA exchanged correspondence with both clubs and Liga MX regarding their ownership structures. After the FIFA Club World Cup 2025 Regulations were approved on 3 October 2024—including a rule on multi club ownership—FIFA repeatedly requested documents to assess compliance with art. 10.

On 3 February 2025, FIFA sent participation agreements to all qualified clubs; Pachuca and León signed on 6 February with reservations. On 7 February 2025, the FIFA General Secretariat referred concerns about the clubs' eligibility to the FIFA Disciplinary Committee, which opened proceedings on 11 February. Due to urgency, the case was transferred to the FIFA Appeal Committee on 24 February. The FIFA Appeal Committee held a hearing on 17 March 2025, during which León presented a newly created trust.

On 20 March 2025, the FIFA Appeal Committee ruled that both clubs failed to meet the criteria under art. 10(1) and instructed the FIFA General Secretariat to decide which club would be admitted. On 21 March 2025, the FIFA General Secretariat admitted Pachuca.

Pachuca appealed to CAS seeking to set aside the FIFA Appeal Committee decision. León appealed to CAS seeking to set aside both the FIFA Appeal Committee decision and the FIFA General Secretariat decision.

Aside *locus standi*, an intervention application by Liga Deportiva Alajuelense and some principle-based allegations by the clubs (due process, equal treatment and duress), the main issue for the panel to decide regards the eligibility of both Mexican clubs to participate in the 2026 FIFA Club World Cup. Particularly, it relates to non-compliance with MCO provisions of the FIFA Club World Cup Regulations art. 10. Prior to the settlement of León presented trust.

Regarding a *prima facie* situation of non-compliance with the MCO provision by the clubs, the panel notes that common ownership of clubs directly engages art. 10.1(c)(i) of the FIFA Club World Cup Regulations. As such, it prohibits one or more individuals from holding a majority of shareholders' voting rights in more than one participating club.

It also notes that art. 10.1(b) prohibits the direct involvement of the same persons

in the management, administration, or sporting performance of multiple participating clubs. Moreover, the scope of the MCO rule extends beyond ownership and control to include influence, as reflected in art. 10.1(c)(iv) of the FIFA Club World Cup Regulations.

The evidence shows that the same family and close associates held direct ownership and control of both Pachuca and León. Particularly, one individual exercised decisive influence over both clubs through familial ties and held a majority interest in each prior to the creation of León's trust. This majority ownership translated into effective control under the clubs' corporate charters, creating a clear case of non compliance with art. 10.1(c)(i) of the FIFA Club World Cup Regulations.

The panel also observes that the boards of both clubs were nearly identical before the trust was established. Since the boards are responsible for the administration of each club, this structure amounted to simultaneous direct involvement of the same persons in both entities, falling squarely within art. 10.1(b) of the FIFA Club World Cup Regulations. In addition, the same individual likely exercised significant influence over board members, most of whom were family members, placing León in breach of art. 10.1(c)(iv) of the FIFA Club World Cup Regulations prior to the trust.

Further indicators reinforced the MCO situation. The group's initial letter to FIFA presented both clubs under a single heading, reflecting unified control. Public statements by the same individual confirmed joint ownership and influence. Liga MX had already imposed restrictions on voting rights and inter club transfers due to this ownership structure, and Mexican sporting rules require the individual to sell his majority interest in one club by 2027. These measures demonstrate that domestic authorities themselves recognized and acted upon the MCO situation to protect sporting integrity.

Accordingly, the panel concludes that the circumstances clearly establish a *prima facie* case of non compliance with art. 10 of the of the FIFA Club World Cup Regulations prior to the settlement of León presented trust.

As for the situation of non-compliance with the MCO provision by the clubs after the settlement of the trust, the panel notes that compliance with the FIFA Club World Cup Regulations MCO rules must be assessed based on the practical effects of the trust.

In this case, the trust agreement allows the restrictions it creates to be undone at any moment: the settlors can reclaim their shares and terminate the trustees' control whenever they choose. The only condition for exercising this substitution right is providing assets of equal value, which is easily satisfied and does not meaningfully safeguard the integrity of the trust. As such, there is a concrete risk that the clubs could fall back into non compliance as the majority stake can be reacquired at any point during the competition.

The panel also notes that FIFA is not legally obliged to accept the

supervisory powers granted to it in the trust agreement. In any event, the ease with which the settlors can trigger the substitution right renders any audit or oversight powers effectively meaningless.

Furthermore, the trust does not resolve the issue of decisive influence. The settlors retain significant influence through several mechanisms. First, the substitution power allows them to revoke the trust entirely by reclaiming the shares. Second, the trust agreement does not meaningfully restrict communication between trustees and settlors, enabling the settlors to influence decision making simply by instructing the trustees. Third, both trustees and nominees owe fiduciary duties to the settlors, creating the possibility of litigation in the United States if they act contrary to the settlors' interests, which is another source of influence.

For these reasons, the panel concludes that the León presented trust does not eliminate the risks of ownership, control, or influence that art. 10 of the FIFA Club World Cup Regulations seeks to prevent. Accordingly, the trust mechanism is insufficient to remedy the clubs' non compliance with the regulations.

In short, the panel dismissed the clubs' appeals as it found the clubs in non-compliance with the art. 10 of the FIFA Club World Cup Regulations both before and after the León presented trust.

CAS 2024/A/11090 Emilio Nsue López v. FIFA

The player represented Spain at youth level between 2005 and 2011. On 23 February and 4 March 2013, the Equatorial Guinea MA informed FIFA that it had asked the Spanish MA to release the player so he could represent Equatorial Guinea. On 7 March 2013, FIFA reminded the Equatorial Guinea MA that, under the FIFA RGAS, only the FIFA PSC could decide on a change of association and that the player could not represent any national team until then.

Despite this, on 24 March 2013 the player made his first official appearance for Equatorial Guinea. On 8 June 2013, the player made a second official appearance for Equatorial Guinea. On 22 August 2013, the Equatorial Guinea MA formally requested a change of association before the FIFA PSC. The FIFA PSC rejected the request on 18 December 2013.

Nevertheless, on 16 November 2013 the player appeared in a friendly match for the Equatorial Guinea MA. Moreover. In addition, he played 42 matches for the member association between 24 March 2013 and 28 January 2024.

On 14 March 2023, the FIFA Disciplinary Committee opened disciplinary proceedings against both the player and the Equatorial Guinea MA for potential breaches of FIFA RGAS art. 5 and FIFA Disciplinary Code art. 19. On 10 May 2024, the FIFA Disciplinary

Committee sanctioned the player. The player appealed to the FIFA Appeal Committee, which confirmed the decision on 17 October 2024. The player served the six month ban. The player then appealed to CAS.

After the CAS appeal was filed, but before FIFA submitted its answer in the CAS proceedings, the Equatorial Guinea MA submitted a new application to the FIFA PSC on 11 February 2025 requesting a change of association from Spain to Equatorial Guinea on behalf of the player. On 5 March 2025, the FIFA PSC granted the request and authorized the player to represent Equatorial Guinea.

The main issues for the panel to decide regard whether: (i) the player had standing to sue after serving the sanction, and (ii) the six-month ban is proportionate and appropriate.

Regarding the player's *locus standi*, the panel notes that an appellant must demonstrate a legally protected interest in the annulment of a contested decision. Such an interest exists when the annulment would bring a practical benefit, including preventing economic, reputational, material, or other harm. This interest must exist both at the time the appeal is filed and when the adjudicating body renders its judgment.

An appeal is inadmissible if the appellant lacks a legally protected interest at the time of filing. If the interest disappears during the proceedings, the case becomes moot. However, an exception applies when the underlying dispute is likely to recur under similar circumstances, cannot be resolved before becoming moot, and raises issues of sufficient public importance.

The panel further notes that a professional athlete may retain a legally protected interest in challenging a disciplinary sanction even after fully serving it. The mere execution of the sanction does not render the appeal moot if reputational or other tangible consequences persist or may arise in the future. A disciplinary record can influence future proceedings, particularly regarding recidivism, and may negatively affect an athlete's reputation, image, sponsorship opportunities, and public perception.

A successful appeal may therefore restore the athlete's reputation and reinforce his professional integrity. It may also allow the athlete to seek damages or other remedies if the sanction is ultimately deemed unjustified.

The panel observes that the player is a highly respected athlete at both national and international levels. Although he has already served the sanction, he still retains a legally protected interest in appealing the decision. Accordingly, the panel concludes that the player has standing to sue after serving the sanction.

As for the sanction's proportionality, the panel notes that a football player cannot credibly claim to be unaware of the regulations governing a change of association or of the implications of signing official documents when approached by a member association. Individuals who sign such documents

are expected to exercise a minimum level of diligence, especially in matters involving international regulatory compliance.

The panel also notes that CAS must afford a degree of deference to disciplinary decisions issued by sports governing bodies. A sanction may only be overturned when it is clearly and grossly disproportionate to the offense.

Furthermore, strict eligibility rules are central to FIFA's mission. The FIFA Statutes emphasize integrity, ethics, and fair play, and FIFA enforces rigorous requirements for any change of association to protect the integrity and distinctive character of national team competitions. Violations of these rules cannot be treated as minor.

The panel observes that the player was ineligible to represent the Equatorial Guinea MA in 2013 and failed to verify his eligibility despite his duty of care. He subsequently played more than 40 matches for the association. Considering these circumstances, a six month ban is considered proportionate and appropriate.

In short, the panel dismissed the player's appeal as it concurred with the proportionality of the sanction.

CAS 2024/A/11091 FEGUIFUT v. FIFA

A player represented Spain at youth level between 2005 and 2011. On 23 February and 4 March 2013, the Equatorial Guinea MA informed FIFA that it had asked the Spanish MA to release the player so he could represent Equatorial Guinea. On 7 March 2013, FIFA reminded the Equatorial Guinea MA that, under the FIFA RGAS, only the FIFA PSC could decide on a change of association and that the player could not represent any national team until then.

Despite this, on 24 March 2013 the player made his first official appearance for Equatorial Guinea. The FIFA Disciplinary Committee opened disciplinary proceedings on 3 April 2013 and sanctioned the Equatorial Guinea MA on 13 May 2013 for fielding an ineligible player. The FIFA Appeal Committee confirmed the decision on 11 July 2013.

On 8 June 2013, the player made a second official appearance for Equatorial Guinea. The FIFA Disciplinary Committee again opened disciplinary proceedings on 12 June 2013 and imposed further sanctions on 19 July 2013.

On 22 August 2013, the Equatorial Guinea MA formally requested a change of association before the FIFA PSC. The FIFA PSC rejected the request on 18 December 2013. Nevertheless, on 16 November 2013 the player appeared in a friendly match for the Equatorial Guinea MA. Moreover, between 24 March 2013 and 28 January 2024 he played 42 matches for the member association.

On 14 March 2023, the FIFA Disciplinary Committee opened disciplinary proceedings against both the player and the Equatorial Guinea MA for potential breaches of FIFA RGAS art. 5 and FIFA Disciplinary Code art. 19. On 10 May 2024, the FIFA Disciplinary Committee sanctioned the member association with a fine and match forfeitures. The member association appealed to the FIFA Appeal Committee, which confirmed the decision on 17 October 2024. The member association then appealed to CAS.

After the CAS appeal was filed, but before FIFA submitted its answer in the CAS proceedings, the Equatorial Guinea MA submitted a new application to the FIFA PSC on 11 February 2025 requesting a change of association from Spain to Equatorial Guinea on behalf of the player. On 5 March 2025, the FIFA PSC granted the request and authorized the player to represent Equatorial Guinea.

The main issues for the panel to decide regard the absence of mandatory respondents to the appeals proceedings in relation to the match forfeitures as well as the proportionality of the financial sanction.

Regarding the absence of mandatory respondents to the appeals proceedings, the panel notes that mandatory joiners apply when two or more parties are bound by a legal relationship that requires a single decision binding all of them. In such cases, they must appear jointly as plaintiffs or be sued jointly as defendants.

Mandatory joinder exists when several parties collectively hold or are subject to a single right, such that none of them can assert, modify, or defend that right individually. Any action seeking to create, modify, or extinguish a right must include all parties to that legal relationship, as the proceedings must end with a single judgment capable of producing *res judicata* effects for all.

Lack of standing to sue or be sued is a matter of substantive law, not a procedural objection, and must therefore be examined *ex officio*. When a mandatory party is absent, the result is a lack of standing to sue or standing to be sued and leads to dismissal of the claim on the merits.

In this case, the FIFA Appeal Committee confirmed the FIFA Disciplinary Committee's decision sanctioning the member association and recognized the Namibian MA and the Liberian MA as beneficiaries of the forfeited matches. Their rights are directly affected by the outcome of the CAS appeal. Accordingly, the panel concludes that the Namibian MA and the Liberian MA are mandatory respondents to the appeals proceedings.

As for the proportionality of the financial sanction, the panel notes that CAS panels must afford a degree of deference to disciplinary decisions issued by sports governing bodies. A sanction may only be overturned when it is clearly and grossly disproportionate to the offense.

The panel emphasizes that strict eligibility rules are central to FIFA's

mission. The FIFA Statutes highlight the organization's commitment to integrity, ethics, and fair play, and FIFA enforces stringent requirements for any change of association to protect the integrity and distinctive character of national team competitions. Violations of these rules cannot be treated as minor.

The panel observes that the member association demonstrated a systemic failure, with a history of repeated breaches of eligibility rules despite escalating disciplinary measures. The cumulative effect of persistent non compliance and disregard for FIFA's authority must therefore be considered. The financial sanction imposed is also reasonable when viewed considering the association's financial capacity, resources, and income level. Accordingly, the sanction imposed on the member association is proportionate.

In short, the panel dismissed the member association's appeal as: (i) it failed to include the Namibian MA and the Liberian MA as respondents in its appeal relating to the match forfeitures, and (ii) the financial sanction imposed on it is proportionate.

Other cases related to Eligibility:

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

iv. Inappropriate behaviour of officials

TAS 2021/A/8364 Marco Antonio Trovato Villalba v. FIFA

On 7 January 2020, the Paraguayan MA received a match fixing complaint involving the official and forwarded it to FIFA on 10 January. The official then filed a data protection complaint on 14 January.

The FIFA Disciplinary Committee opened disciplinary proceedings on 11 March 2020 and repeatedly requested the official's cooperation. Over the following months, the official sent letters, evidence, and comments, while FIFA continued to request access to his phone. After several delays, the official's phone arrived at FIFA on 3 Jun 2020 and was sent for analysis. The FIFA Disciplinary Committee requested PIN codes, which the official could not provide with certainty.

Between June and August 2020, the official submitted further evidence, including material related to a criminal case involving cloned SIM cards. On 25 August 2020, FIFA received the phone analysis report and shared it with the official. He filed additional comments on 12 September. On 24 September, the FIFA Disciplinary Committee rendered its decision and sanctioned him.

On 28 October 2020, the official appealed to the FIFA Appeal Committee. Between December 2020 and April 2021, the parties exchanged information. The FIFA Appeal Committee obtained and analyzed the official's phone, sharing the reports with him. The official submitted comments and additional evidence. The FIFA Appeal Committee held a hearing on 22 June 2021 and confirmed the decision on 2 July 2021.

A Paraguayan journalist published the book Santo y Seña on 16 November 2021, which, according to its back cover, reviews the documentation supporting FIFA's decision in the proceedings against the official. The official appealed to CAS.

The main issues for the panel to decide regard whether: (i) a FIFA body can violate the European Convention on Human Rights art. 6 *per se*, and (ii) the official violated his duty to cooperate under the FIFA Disciplinary Code art. 20.

Regarding whether a FIFA body can violate the European Convention on Human Rights (ECHR) art. 6 *per se*, the panel notes that the obligations in the ECHR bind states, protecting individuals against the exercise of state power. As CAS is a private arbitral tribunal, the ECHR does not apply directly to its proceedings, though it must be considered indirectly, particularly as part of Swiss public policy.

Article 6(1) ECHR contains procedural guarantees relevant to both civil and criminal matters. However, there is no violation by a prior decision maker if the affected party ultimately has access to a body capable of conducting a full judicial review. CAS, with its *de novo* powers, satisfies this requirement.

The panel further notes that FIFA bodies do not possess the status or competence of courts or arbitral tribunals. They function more like administrative authorities. Therefore, they cannot themselves violate art. 6 ECHR so long as their decisions may be appealed to CAS, which has full adjudicatory authority. Accordingly, the panel concludes that a FIFA body cannot violate ECHR art. 6 *per se*, given the availability of *de novo* review before CAS.

As for whether the official violated his duty to cooperate in disciplinary proceedings under the FIFA Disciplinary Code art. 20, the panel notes that sports governing bodies have limited investigative powers and therefore depend on cooperation rules to clarify facts and ensure accountability. These rules are essential to preserving the integrity, credibility, and stability of sport, since such bodies do not possess the investigative authority of public institutions.

Sports governing bodies may include cooperation duties in their ethical and disciplinary codes and may impose sanctions for non compliance. In this case, the official had multiple opportunities to assist FIFA in establishing the relevant facts but did not do so. Accordingly, the panel finds that the official failed to comply with his duty to cooperate under FIFA Disciplinary Code art. 20.

In short, the panel dismissed the official's appeal as his failure to cooperate in a disciplinary proceedings constitutes as violation of the FIFA Disciplinary Code art. 20 and subjects him to sanctions.

Other cases related to Inappropriate behaviour of officials:

CAS 2024/A/10384 Luis Rubiales v. FIFA

v. FIFA (Disciplinary) Jurisdiction

CAS 2024/A/10975 Bursaspor Kulübü Derneği v. Massimo Bruno & FIFA

The player and the club signed an employment agreement on 14 May 2021. After placing the club in default on 12 January 2022, the player terminated the contract on 17 May 2022 and later signed with a Belgian club on 1 July 2022. On 30 June 2022, he filed a claim before the FIFA DRC, which partially upheld his claim on 15 September 2022. The parties subsequently signed a settlement agreement on 12 January 2023.

On 23 July 2024, the player requested disciplinary proceedings for the club's failure to comply with the FIFA DRC

decision, not the settlement agreement. The FIFA Disciplinary Committee sanctioned the club for non compliance on 22 August 2024. The club appealed to CAS.

The main issue for the sole arbitrator to decide regards whether the FIFA Disciplinary Committee had jurisdiction to enforce the FIFA DRC decision due to the settlement agreement between the player and the club.

The sole arbitrator notes that the meaning of a settlement agreement must be interpreted according to the parties' true intention. Their subjective will prevails over the literal wording of the contract. When a common intention cannot be clearly established, the agreement must be interpreted according to the principle of mutual trust.

The settlement agreement expressly provided that it would be null and void if the club did not pay on time. The club failed to comply with its payment obligations toward the player. Because the club breached the contractual provision, the settlement agreement lost its effect and the original FIFA DRC decision remained fully enforceable.

Accordingly, the sole arbitrator concludes that the FIFA Disciplinary Committee had jurisdiction to enforce the FIFA DRC decision notwithstanding the settlement agreement.

In short, the panel dismissed the club's appeal.

vi. Other cases of interest

TAS 2024/A/10321 El Quilmes Atlético Club v. Club Deportes Unión La Calera & FIFA

Quilmes failed to comply with a FIFA PSC decision of 14 February 2020 ordering payment to La Calera under a transfer agreement. La Calera requested the opening of disciplinary proceedings, but on 7 May 2021 the FIFA Disciplinary Committee closed the case because Quilmes was undergoing judicial reorganization.

La Calera renewed its request on 14 December 2023 as Quilmes failed to report the debt in the judicial reorganization proceedings. The Disciplinary Committee issued a proposal letter on 14 and confirmed it on 20 December 2023. Quilmes failed to comply with it, and the FIFA Disciplinary Committee imposed a transfer ban on 1 February 2024. Quilmes appealed to CAS on 2 February 2024, alleging several due process-related arguments.

The main issue for the sole arbitrator to decide regards the admissibility of Quilmes' appeal. CAS Code art. R32 establishes the time limit for filing an appeal before CAS. Quilmes failed to submit its appeal within this mandatory deadline despite having received many communications at the email address it provides in the FIFA TMS.

Moreover, it is irrelevant whether FIFA notified the legal counsel who represented Quilmes in the first

disciplinary proceedings. In addition, Quilmes failed to comply with its duty to create a user account in the FIFA Legal Portal. As a result, the appeal cannot be entertained.

In short, the sole arbitrator declared Quilmes' appeal inadmissible.

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

The club and the agency signed an agreement on 3 July 2022. After the club failed to meet its financial obligations, the agency filed a request for arbitration before CAS on 4 May 2023 (TAS 2023/O/9623). The parties settled the dispute on 14 July 2023, and the CAS panel issued a consent award on 3 October 2023.

The settlement agreement provided that: (i) the agency was entitled to request the opening of disciplinary proceedings before FIFA if the club again failed to comply with its payment obligations, and (ii) the club expressly waived its right to appeal any FIFA Disciplinary Committee decision before CAS.

The club subsequently defaulted once more on its financial obligations toward the agency. In November 2023, the agency requested that the

FIFA Disciplinary Committee open disciplinary proceedings against the club. On 21 November 2023, the FIFA Disciplinary Committee issued a proposal letter, and confirmed it on 28 November 2023. The club appealed to CAS. Both the agency and FIFA objected to the admissibility of the club's appeal.

The main issue for the sole arbitrator to decide regards to the admissibility of the club's appeal. A settlement agreement concluded within the framework of an ordinary CAS arbitration may validly include a waiver of the right to appeal future decisions. In this case, the club and the agency expressly agreed that the club would waive any right to appeal a FIFA Disciplinary Committee decision before CAS. Accordingly, the club's appeal is inadmissible.

In short, the sole arbitrator declared the club's appeal inadmissible due to the club's waiver of its right to appeal the FIFA Disciplinary Committee decision.

CAS 2024/A/10867 Vladimir Milenkovic v. Bytomski Sport Polonia Bytom Sp. Z o. o. & FIFA

The player and the original debtor signed an employment agreement on 1 January 2010. After the original debtor failed to meet its obligations, the player filed a claim before the FIFA DRC on 11 January 2011, and the DRC issued its decision on 12 March 2015.

The original debtor did not comply with the DRC decision. The player requested that the FIFA Disciplinary Committee open disciplinary proceedings, and it sanctioned the original debtor on 27 October 2016.

The player then asked the FIFA Disciplinary Committee on 28 October and 8 December 2016 to impose further sanctions. On 20 February 2017, the FIFA Disciplinary Committee instructed the Polish FA to deduct six points from the original debtor's first team. On 31 January 2017, the Polish FA informed FIFA that the original debtor was undergoing a financial restructuring process.

On 25 January 2018, the Polish FA notified FIFA that the original debtor was about to be disaffiliated. On 31 January 2018, the FIFA Disciplinary Committee suspended disciplinary proceedings against the original debtor. The Polish FA confirmed the original debtor's disaffiliation on 28 February 2018, and on 2 March 2018 the FIFA Disciplinary Committee closed the disciplinary proceedings.

The player requested the FIFA Disciplinary Committee on 13 July 2022 to open disciplinary proceedings against the club as the sporting successor of the original debtor. The Polish FA provided information on both clubs on 26 August 2022, and on 4 November 2022 the player submitted comments on sporting succession and

his lack of knowledge about the original debtor's insolvency proceedings.

The FIFA Disciplinary Committee opened disciplinary proceedings on 24 March 2023. The FIFA Disciplinary Committee found that the player had not acted with due diligence albeit the club was the sporting successor of the original debtor. As such, it closed the disciplinary proceedings and notified the grounds of its decision on 5 May 2023.

The player appealed to CAS on 30 May 2023, but his appeal was considered late on 21 August 2023 as the deadline had expired on 26 May 2023. The player challenged the CAS award before the Swiss Federal Tribunal, which dismissed his challenge on 20 October 2023.

The player requested the FIFA Disciplinary Committee to re open disciplinary proceedings on 24 July 2024 for non compliance with the original FIFA DRC decision and submitted new allegations regarding the insolvency of the original club. He filed additional evidence on 1 August 2024. The FIFA Disciplinary Committee closed the proceedings under FIFA DC arts. 30(7) and 71 on 27 August 2024. The player appealed to CAS.

The main issues for the sole arbitrator to decide regard whether: (i) the player's request to the FIFA Disciplinary Committee to re-open is admissible, and (ii) the player has the right to review a final FIFA Disciplinary Committee decision under the FIFA Disciplinary Code art. 71.

Regarding the admissibility of the player's request to the FIFA Disciplinary Committee to re-open disciplinary proceedings against the club, the sole arbitrator notes that FIFA judicial bodies cannot deal with matters that have already been the subject of a final decision by another FIFA body involving the same parties and the same cause of action.

Under FIFA DC art. 30(7), such claims are automatically inadmissible. This rule reflects the principle of *res judicata*, which prevents a matter that has been finally adjudicated from being re opened or litigated again, thereby ensuring legal certainty.

Res judicata requires three elements: (i) a final decision by a FIFA body; (ii) identity of parties; and (iii) identity of the cause of action. All three conditions are met in the player's case. Accordingly, the player's request to re open the case is inadmissible under FIFA DC art. 30.

As for whether the player has the right to review a final FIFA Disciplinary Committee decision under the FIFA Disciplinary Code art. 71, the sole arbitrator notes that the FIFA DC art. 71 allows a review only when two cumulative conditions are met: (i) the existence of new facts or evidence that could not have been produced earlier despite due diligence, and (ii) the filing of the review request within ten days of discovering the new evidence and within one year of the final decision.

The player did not submit any new evidence. Moreover, his request was filed outside both the ten day and the one year deadlines. Accordingly, the player does not have the right to seek a review of the final FIFA Disciplinary Committee decision under FIFA DC art. 71.

In short, the sole arbitrator dismissed the player's appeal as both *res judicata* and the statute of limitations apply to the player's requests.

Other cases related to:

(I) Statute of limitations

CAS 2023/A/10043 Yeni Mersin Idman Yurdu A.S. vs Ivan Saraiva de Souza & FIFA

CAS 2023/A/10255 Yeni Mersin Idman Yurdu A.S. vs Danilo Petrolli Bueno & FIFA

(II) Legally protected interest

CAS 2024/A/11090 Emilio Nsue López v. FIFA

(III) *Locus standi*

CAS 2024/A/11091 FEGUIFUT v. FIFA.

Ethics disputes

i. Failure to protect physical and mental integrity

TAS 2025/A/11153 Manuel Ernesto Arias Corco c. FIFA

The official appeared on the Meketrefes del Deporte YouTube channel on 2 March 2024, where he made comments perceived as derogatory toward several national team players, particularly regarding their physical condition and preparation. That same day, AFUTPA and FIFPro publicly condemned his remarks and demanded a retraction. Minutes later, the official issued a public apology on his X account.

On 17 April 2024, the FIFA Ethics Committee investigatory chamber opened proceedings and notified the official. He submitted his position on 29 April 2024. The investigatory chamber transmitted its report to the adjudicatory chamber on 17 June 2024.

On 4 July 2024, the FIFA Ethics Committee adjudicatory chamber opened adjudicatory proceedings and duly notified the official, who filed his defense on 19 July 2024. The FIFA Ethics Committee sanctioned the official on 15 November 2024. The official appealed to CAS.

The main issue for the panel to decide regards if the official's comments constitute a violation of the FIFA Code of Ethics or if his comments are protected under freedom of expression.

The panel notes that decisions by sports related bodies, including those imposing sanctions, must comply with the principle of legality, meaning they must rely on a clear and precise regulatory basis. While freedom of expression is a fundamental right, it is not absolute and must be exercised with respect for human dignity.

As a senior official of a member association, the president of a member association is expected to embody respect, inclusion, and exemplary conduct. When an official makes derogatory remarks about players, such official breaches the fundamental standards of decency and respect required by FIFA.

Moreover, intentionality can be inferred from the context, including the repetition of offensive phrases and the mocking tone used throughout the interview. Expressions that are objectively humiliating or degrading must be treated as such, even without explicit intent to discriminate or offend.

The official's language was unequivocally offensive and went far beyond legitimate criticism of athletic performance. The repeated nature of his comments, delivered in a mocking manner, demonstrates a conscious disregard for the players' dignity and carries a degrading undertone affecting the Panamanian women's football community as a whole.

As such, the official is responsible for the content of his words, which were objectively derogatory and humiliating. Apologies and subsequent improvements in his relationship with the affected players do not erase the violation or absolve him of responsibility.

The media reaction and negative public opinion following the interview illustrate the broader harm caused to Panamanian football. A reasonable and objective observer would conclude that the official's statements were offensive and degrading. Accordingly, the panel concludes that the official's conduct constitutes a violation of the FIFA Code of Ethics.

In short, the panel dismissed the official's appeal because derogatory remarks directed at players representing the member association's national team made by the very person serving as its president do not fall within the protection of freedom of expression.

ii. Forgery and Falsification

CAS 2024/A/10586 Abu Nayeem Shohag v. FIFA

The Bangladeshi MA and FIFA agreed on an action plan on 15 April 2021, which included third party monitoring of the association's financial procedures relating to the use of FIFA funds. The third party identified several issues and reported them to the FIFA Legal & Compliance Division, which subsequently forwarded the findings to the FIFA Ethics Committee investigatory chamber.

On 27 March 2023, the FIFA Ethics Committee investigatory chamber appointed an expert in graphistics, documentoscopy, and document forgery to assess the authenticity of quotations submitted in the procurement processes. The expert delivered his report on 25 April 2023

Between 22 March 2021 and 11 June 2023, the FIFA Ethics Committee investigatory chamber and the Bangladeshi MA exchanged multiple communications. During this period, the FIFA Ethics Committee investigatory chamber repeatedly requested information and documentation to clarify the amounts involved in the procurement processes and the rationale behind the transactions flagged for irregularities.

On 23 June 2023, the FIFA Ethics Committee investigatory chamber concluded that there was a *prima facie* case against the official for potential violations of the FIFA Code of Ethics. He was, then, serving as the Bangladeshi MA secretary general. It notified him of the opening of formal investigations for alleged breaches of arts. 14, 16, and 25 of the FIFA Code of Ethics.

After completing its investigation, the FIFA Ethics Committee investigatory chamber submitted its final report to the FIFA Ethics Committee investigatory chamber adjudicatory chamber on 28 September 2023.

The report concluded that the official played a key role in the misuse of FIFA Forward programme funds through his involvement and signatures in four procurement processes that relied on falsified or forged quotations.

On 9 October 2023, the FIFA Ethics Committee adjudicatory chamber opened disciplinary proceedings based on these findings. It issued its decision on 7 March 2024, sanctioning the official. The official appealed to CAS.

The main issue for the panel to decide regards whether the official is responsible for breaching the FIFA Code of Ethics for his negligence in overseeing the use of FIFA funds.

The panel notes that the FIFA Code of Ethics art. 25 sanctions conduct involving the forging of documents, the falsification of authentic documents, or the use of forged or falsified documents. Importantly, the provision does not require the individual to be the one who forged or falsified the document as the mere use of such a document is sufficient to constitute a breach

A forged or falsified document does not need to be used by the same person who created it. An official who negligently relies on a forged or falsified document can be held responsible under the FIFA Code of Ethics art. 25 regardless of who produced it.

The official was aware of previous investigations into procurement irregularities. Despite this, he signed comparative statements and purchase orders without exercising due diligence. The quotations used in four procurement processes contained forged or falsified documents, and the official was involved throughout these processes, all of which were financed under the FIFA Forward programme.

As such, his failure to verify the authenticity of the documents amounted to negligence and resulted in a breach of FIFA Code of Ethics art. 25(1). In addition, the official's conduct also constituted attempted violations of FIFA CE arts. 14 and 16(1). Accordingly, the panel concludes that the official negligently used forged or falsified documents in the procurement process, violating the FIFA Code of Ethics.

In short, the panel dismissed the official's appeal as he negligently used forged or falsified documents in procurement processes that led to the misuse of FIFA funds.

iii. Corruption

TAS 2023/A/9751 Manuel Burga Seoane v. FIFA

The official is the former president of the Peruvian member association and a former member of both CONMEBOL's Executive Committee and FIFA's Development Committee. He became involved in several criminal proceedings arising from allegations that he accepted bribes in exchange for awarding broadcasting and marketing rights for CONMEBOL tournaments.

The U.S. District Court for the Eastern District of New York indicted him on 25 November 2015 on charges including bribery. On 4 December 2015, he was detained by the Peruvian authorities pending extradition. The Peruvian Supreme Court authorized his extradition to the United States on 1 June 2017. He subsequently stood trial, and on 26 December 2017 the jury found him not guilty.

On 18 March 2020, the same U.S. court issued a new indictment against him, this time including money laundering charges. The appellant did not stand trial for these more recent charges on the date that the award was published.

The FIFA Ethics Committee investigatory chamber opened an investigation in 2015. It issued its report on 21 June 2019, and on 26 July 2019 the FIFA Ethics Committee adjudicatory chamber rendered its decision. The official subsequently filed a statement of appeal before the Court of Arbitration for Sport. On 5 April 2022, a CAS panel issued an award setting aside the FIFA Ethics Committee decision and referring the matter back to the Investigatory Chamber for further action.

The FIFA Ethics Committee investigatory chamber opened a second investigation on 2 May 2022. The official filed his position on 13 June 2022 and supplemented it on 8 July 2022. The FIFA Ethics Committee investigatory chamber issued its report on 11 January 2023.

On 16 January 2023, the FIFA Ethics Committee adjudicatory chamber opened ethics proceedings based on the findings of that report. The official filed his position on 10 March 2023. The FIFA Ethics Committee adjudicatory chamber rendered its decision sanctioning the official on 29 March 2023. The official appealed to CAS.

The main issue for the panel to decide regards whether circumstantial evidence is admissible in corruption-related cases. Circumstantial evidence involves drawing reasonable inferences to establish a fact. CAS jurisprudence has consistently accepted circumstantial evidence in matters like corruption, where direct proof is rarely available because the conduct is typically concealed and the actors intentionally avoid leaving any trace.

Given the covert nature of corruption and the difficulty of obtaining direct evidence, circumstantial evidence is both relevant and necessary in this case. Accordingly, the panel concludes that circumstantial evidence is admissible.

In short, the panel dismissed the official's appeal.

Other cases related to Corruption:

TAS 2023/A/9362 Laureano González v. FIFA

Other FIFA bodies

i. Appeals against decisions related with Agents

CAS 2024/A/10918 Jonathan Dominic Finbar Beckett v. FIFA

The agent and the player signed a representation agreement on 30 March 2021. On 7 March 2022, the agent represented the player in connection with his first professional employment contract with an English club. On 1 February 2023, the player entered into a new representation agreement with an agency.

On 21 December 2023, the English FA announced that the FA Football Agent Regulations (FA FAR) would enter into force on 1 January 2024. According to the agent, he discussed a potential new employment contract with the club and the player in late 2023. On 30 December 2023, FIFA issued Circular no. 1873, partially suspending the FIFA FAR. On 31 December 2023, the FA released an updated version of its regulations. Throughout this period, the agent remained a registered intermediary with the FA.

On 1 January 2024, both the FIFA Football Agent Regulations (FIFA FAR) and the FA FAR came into effect. At that time, the agent had not yet applied for or obtained a FIFA license. Between 8 and 19 January 2024, he exchanged several emails with the club's academy manager and club secretary on behalf of the agency's CEO. On 12 January 2024, the agency CEO informed the player about the new regulatory framework, and the player acknowledged the message. On 13 January 2024, the agency CEO, the agency, and the player signed a tripartite representation agreement.

On 19 January 2024, the player extended his employment contract with the English club, with the agent attending the signing ceremony on behalf of the agency. On 7 February 2024, the FA informed the club of the agency and agent's licensing situation. The club responded on 14 February 2024.

On 27 March 2024, the agent applied for a FIFA license through the FIFA Agent Platform and confirmed compliance with the eligibility requirements. On 2 April 2024, the FA notified the agency CEO of potential breaches of the FA FAR. The agency CEO submitted his comments on 19 April 2024. FIFA granted the agent a license on 30 May 2024.

On 14 August 2024, the FA informed the club and the agency CEO that it would not open disciplinary proceedings. On 2 September 2024, the FA submitted a report to FIFA.

On 3 September 2024, FIFA requested information from both the agent and the English club regarding the agent's relationship with the player and the club. The agent replied on 10 September 2024, and the club replied on 12 September 2024. On 16 September 2024, the FIFA General Secretariat issued a decision provisionally suspending the agent's license and prohibiting him from submitting a new application until 17 January 2026. The agent appealed to CAS.

The main issue for the panel to decide regards whether the FIFA General Secretariat has jurisdiction to impose a provisional suspension of the agent's license under the framework of the FIFA FAR applicable at the time.

The panel notes that any deciding body must have clear jurisdiction over the matter before it. In this case, there is no FIFA body empowered to determine whether an agent currently satisfies the eligibility requirements under the FIFA FAR. Consequently, there is also no FIFA body competent to lift a provisional suspension linked to those eligibility requirements.

Because no authority exists to review or lift the measure, the provisional suspension effectively becomes a *de facto* definitive or final suspension lasting until 17 January 2026. As such, it exceeds the FIFA General Secretariat's powers under the FIFA FAR. Accordingly, the panel concludes that the FIFA General Secretariat lacked jurisdiction to impose a *de facto* suspension on the agent.

As *obiter dicta*, the panel notes that the FIFA General Secretariat improperly conflated its investigative functions with the decision making authority that ordinarily lies with the FIFA Disciplinary Committee.

In short, the panel upheld the agent's appeal and set aside the FIFA General Secretariat decision as the FIFA body lacked jurisdiction to impose a provisional suspension of the agent's license under the framework of the FIFA FAR applicable at the time.

Other cases related to Corruption (Agents):

CAS 2024/A/10414 Alejandro Gustavo Camaño Tolosa v. FIFA

CAS 2025/A/11173 Tullio Tinti v. FIFA

ii. Other cases of interest

TAS 2024/A/10939 Foullah Edifice FC & Ibrahim Wanglaouna Foullah c. FIFA

The FIFA Council appointed a normalization committee for the Fédération Tchadienne de Football (FTFA) on 25 November 2021 due to irregularities in its electoral process. On 1 February 2023, the normalization committee appointed Mbaïkara Nangyo as FTFA's secretary general.

FTFA's general assembly adopted new statutes and an electoral code on 25 October 2023.

On 20 November 2023, the normalization committee reviewed two lists of candidates for the FTFA council and formally rejected one of them. On 24 November 2023, the Chadian courts suspended FTFA's extraordinary general assembly. The normalization committee's mandate expired on 30 November 2023, the same day the Chadian courts revoked the suspension.

Following this, FIFA and FTFA disagreed on the appropriate next steps for the FTFA council elections. On 26 September 2024, the FIFA Member Associations division sent a letter to the Chadian Minister of Youth and Sports stating that it remained at the disposal of FTFA and its acting secretary general, Baba Ahmat Baba, to ensure that the FTFA council elections would be conducted in accordance with the FTFA statutes and electoral code.

On 14 January 2025, the acting secretary general convened an extraordinary general assembly for 1 March 2025 to elect the FTFA council. The appellants filed a statement of appeal before CAS on 16 October 2024, requesting that the sole arbitrator set aside what they considered to be a FIFA ruling contained in the FIFA Member Associations division's letter of 26 September 2024. FIFA objected to the CAS jurisdiction.

The main issue for the sole arbitrator to decide regards whether CAS has jurisdiction to hear the appeal. The challenged act must constitute a final and binding decision for CAS to have jurisdiction.

As such, the challenged act must: (i) reflect a clear intention to decide, or *animus decidendi*, and (ii) contain an operative ruling. The FIFA Member Associations division's letter of 26 September 2024 did not appoint the FTFA's general secretary, nor did it impose any obligation, create rights, or resolve a dispute.

The letter neither expresses a will to decide nor contains any binding determination. As such, it cannot be considered a final and binding decision. Accordingly, CAS lacks jurisdiction to hear the appeal.

In short, the sole arbitrator decided that CAS does not have jurisdiction to hear the appeal.

Orders on provisional measures

i. Registration and license of agents

CAS 2024/A/11002 Faustino Gomes Sambu v. FIFA

The agent held a FIFA football players' agent license. On 14 March 2024, FIFA requested information from him to verify his compliance with the eligibility requirements set out in art. 5 of the FIFA FAR. In particular, FIFA asked whether he had any interest in a Portuguese club or in any other club or academy. On 19 March 2024, the agent replied that he was not an official of the Portuguese club, nor of any other club, academy, league, or association.

Subsequent investigations conducted with the Portuguese MA revealed that the agent had been registered as a member of a Portuguese club's board of directors during the 2022/2023 and 2023/2024 seasons. Based on these findings, the FIFA General Secretariat issued a decision on 25 October 2024 provisionally suspending the agent's license. The agent appealed to CAS and requested provisional measures.

The main issue for the CAS Appeals Arbitration Division president to decide regards whether the agent's application for provisional measures satisfies the minimum requirements for such relief to be granted.

An international arbitral tribunal seated in Switzerland is empowered under PILA art. 183 to order provisional or conservatory measures upon request. Under CAS Code art. R37, the CAS Division president may grant a stay only if three cumulative conditions are met: (i) the applicant faces irreparable harm without the stay, (ii) the applicant has reasonable chances of success on the merits, and (iii) the balance of interests favours the applicant.

To satisfy the irreparable harm requirement, the applicant must show that the refusal of the stay would expose them to damage: (i) that cannot be remedied, or (ii) would be very difficult to remedy later. To meet the likelihood of success requirement, the applicant must show that their case is not obviously groundless and has reasonable prospects of prevailing. Finally, the applicant must demonstrate that the harm they would suffer without the stay outweighs the harm that granting the stay would cause to the opposing party or third parties.

Although licensing issues may have disciplinary consequences and may temporarily prevent a licensee from exercising income generating professional activities, such consequences can be legitimate and inherent to a suspension. Financial

losses, including loss of income, do not constitute irreparable harm because they can be compensated later.

The agent failed to provide concrete evidence of irreparable harm. His submissions were speculative and unsubstantiated. Moreover, because he owns an agency active in events organisation and marketing, he will not be deprived of all revenue generating activity during the provisional suspension of his FIFA license. Accordingly, the agent's application does not meet the requirements for the grant of a stay.

In short, the CAS Appeals Arbitration Division president rejected the agent's request for provisional measures.

Other cases related to Registration and license of agents:

CAS 2025/A/11173 Tullio Tinti v. FIFA

ii. Request for a stay of a sanction imposed in contractual disputes

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

The club and the player concluded an employment agreement on 15 September 2023, valid until 30 June 2026. On 7 May 2024, the player placed the club in default for unpaid salaries. Despite further reminders, the club failed to meet its financial obligations. On 21 May 2024, the player proposed a payment schedule to avoid filing a claim before FIFA. The club paid the first instalment on 24 May 2024 but failed to pay the second instalment due on 29 May 2024.

On 10 June 2024, the player issued a unilateral termination notice and offered the club another opportunity to avoid proceedings by adhering to a revised payment schedule. The club later indicated its agreement with the proposed terms. On 13 June 2024, the player sent a reminder, but the club still did not pay. On 26 June 2024, the player confirmed that the contract had been terminated with effect from 14 June 2024.

On 19 June 2024, the player filed a claim before the FIFA DRC for breach of contract, seeking outstanding remuneration. The FIFA DRC partially accepted the player's claim and imposed a transfer ban on the club. The club appealed to CAS and requested provisional measures.

The main issue for the panel to decide regards whether the club's application for provisional measures satisfies the minimum requirements for such relief to be granted.

A party requesting a stay must prove, cumulatively that: (i) the stay must be necessary to prevent substantial damage that cannot be remedied later, (ii) the appeal must have reasonable

prospects of succeeding, and (iii) the harm to the applicant if the stay is denied must outweigh the harm to the opposing party or third parties if the stay is granted.

The club did not provide concrete or sufficient evidence demonstrating a real risk of irreparable harm. I.e., that a stay is necessary to prevent substantial damage that cannot be remedied later. The alleged harm is speculative and unsubstantiated.

A club's inability to operate in the transfer market due to a transfer ban does not, in itself, constitute irreparable harm. As the club fails to meet the irreparable harm requirement, the cumulative test is not satisfied. Accordingly, the club's application does not meet the requirements for the grant of a stay.

In short, the panel rejected the club's request for provisional measures.

Other cases related to Request for a stay of a sanction imposed in contractual disputes:

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

CAS 2025/A/11387 Ümraniyespor Kulübü v. FIFA

iii. Request for a stay of a sanction imposed in disciplinary proceedings

CAS 2024/A/10347 Shaanxi Chang'An Union Football Club v. Raoul Loé & FIFA

The FIFA DRC rendered a decision on 12 April 2023 ordering the original debtor to pay the player. The original debtor failed to comply, prompting the FIFA Disciplinary Committee to open disciplinary proceedings against it.

On 28 October 2023, the Chinese Football Association informed FIFA that the original debtor was no longer affiliated to it. As a result, the FIFA Disciplinary Committee closed the disciplinary proceedings on 30 October 2023.

On 2 November 2023, the player requested the FIFA Disciplinary Committee to enforce the FIFA DRC decision against the club as the sporting successor of the original debtor. On 5 February 2024, the FIFA Disciplinary Committee rendered a decision finding that the club was indeed the sporting successor and imposed sanctions accordingly. The club appealed to CAS and requested provisional measures.

The main issue for the CAS Appeals Arbitration Division deputy president to decide regards whether the club's application for provisional measures satisfies the minimum requirements for such relief to be granted.

An international arbitral tribunal seated in Switzerland is empowered under PILA art. 183 to order provisional or conservatory measures upon request. Under CAS Code art. R37, the CAS Division deputy president may grant a stay only if three cumulative conditions are met: (i) the stay must be necessary to prevent damage that would be impossible or very difficult to remedy later, (ii) the appeal must not be obviously groundless and must have reasonable prospects of success, and (iii) the harm to the applicant if the stay is denied must outweigh the harm to the opposing parties or third parties if the stay is granted.

The club provided concrete evidence of irreparable harm. The club signed seven new players who cannot be registered due to the sanction, and the resulting sporting damage would be impossible, or at least very difficult, to repair if the panel ultimately finds that the club is not the sporting successor of the original debtor.

The club also demonstrated that it has recently been promoted from the Chinese amateur fourth division to the Chinese professional third division and hired these players specifically to compete at this higher level. The inability to register players would have immediate and significant sporting consequences given that the Chinese football season runs from February to December.

The club's appeal cannot be dismissed as manifestly without merit at this stage, and the club would face substantial sporting prejudice if the stay were denied, whereas the respondents would not suffer any harm if the sanction were stayed. Accordingly, the club's application meets the requirements for the grant of a stay.

In short, the CAS Appeals Arbitration Division deputy president granted the agent's request for provisional measures and stayed the ban from registering the new players imposed by FIFA on the club.

Other cases related to Request for a stay of a sanction imposed in disciplinary proceedings:

TAS 2025/A/11396 Estaban de Goicoechea Boasso c. FIFA

CAS 2025/A/11481 Sport Club Kfar Kasem v. FIFA (order on request for stay no. 1 dated 2 September 2025)

CAS 2025/A/11481 Sport Club Kfar Kasem v. FIFA (order on request for stay no. 2 dated 2 September 2025)

CAS 2025/A/11776 Denys Balaniuk v. FIFA

FIFA®

Swiss Federal Tribunal

8.1 Introduction

Under Article 77(1)(a) of the Law on the Swiss Federal Tribunal (SFT) and Chapter 12 of the Swiss Private International Law Act (PILA), the Swiss Federal Tribunal serves as the final appellate authority for CAS awards.

Article 190(2) PILA stipulates that an arbitral award may only be annulled under specific circumstances:

> *"a. where the sole member of the arbitral tribunal was improperly appointed or the arbitral tribunal improperly constituted;*
>
> *b. where the arbitral tribunal wrongly accepted or declined jurisdiction;*
>
> *c. where the arbitral tribunal ruled beyond the claims submitted to it, or failed to decide one of the claims;*
>
> *d. where the principle of equal treatment of the parties or their right to be heard in an adversary procedure were violated;*
>
> *e. where the award is incompatible with public policy."*

Although uncommon, appeals against CAS awards are occasionally lodged with the SFT. The following sections provide a brief overview of SFT proceedings and decisions in 2025 concerning FIFA and other football-related matters.

8.2 Appeals filed against CAS awards involving FIFA

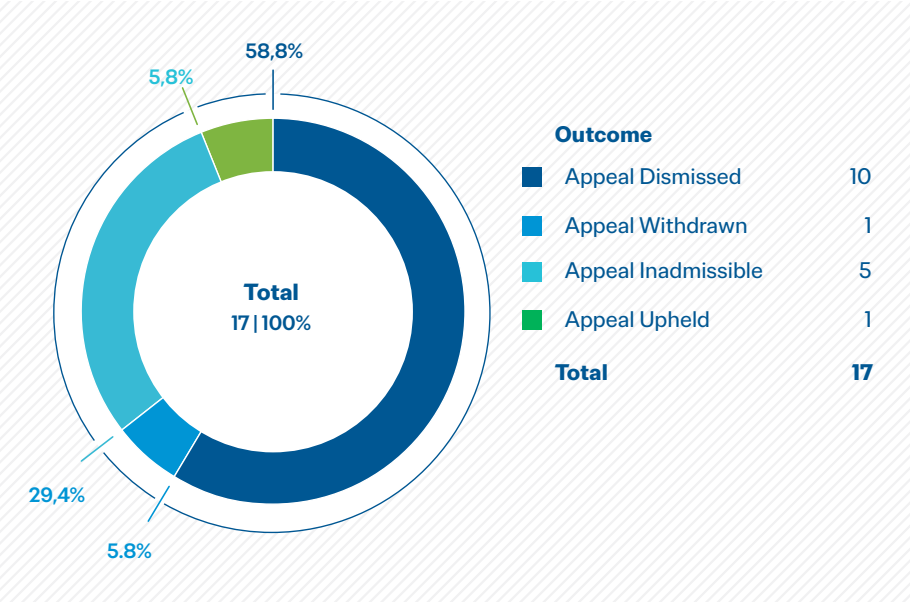
In 2025, 6 appeals were filed with the SFT challenging CAS awards in which FIFA was a party.

Of these, 4 were dismissed, 1 was upheld and 1 remains pending.

8.3 Decisions rendered in 2025 in appeals against CAS football decisions

Throughout 2025, the SFT published 16 decisions on appeals against CAS awards arising from rulings by FIFA bodies or member associations (not necessarily involving FIFA as a party).

Of these, 10 appeals were dismissed, 5 were declared inadmissible, 1 was upheld, and 1 was withdrawn. Accordingly, only one appeal succeeded before the SFT in 2025.



A summary of the most significant SFT case law concerning appeals related to FIFA decisions is provided below.

SFT 4A_64/2025

The underlying dispute concerns the employment relationship between a club and a player, which the player terminated on 28 July 2022. On 22 August 2022, the player filed a claim before the FIFA DRC for breach of contract, seeking compensation. On 12 April 2023, the FIFA DRC issued its decision, partially upholding the player's claim.

On 24 August 2023, the club appealed the DRC decision before the CAS under CAS 2023/A/9923, arguing that the FIFA DRC lacked jurisdiction under the terms of the employment contract. The CAS panel held a hearing on 11 March 2024 and rendered its award on 17 December 2024, upholding the club's appeal and setting aside the FIFA DRC decision.

The player subsequently filed an appeal before the SFT, seeking annulment of the CAS award and requesting that the SFT confirm CAS's jurisdiction to materially assess the appeal and the claims against the club. The club filed its answer before the SFT, requesting confirmation of the CAS award. CAS waived its right to submit observations. The parties then exchanged reply and rejoinder briefs.

The main issue for the SFT federal judges was to decide whether the CAS panel correctly assessed its own jurisdiction and the FIFA DRC's jurisdiction.

The SFT freely reviews jurisdictional challenges under PILA art. 190(2)(b), including substantive preliminary questions on which jurisdiction depends, while remaining bound by the arbitral tribunal's factual findings. In doing so, the SFT examines the validity and objective scope of an arbitration agreement pursuant to PILA art. 178(2), applying the law chosen by the parties, the law governing the dispute, or Swiss law.

An arbitration agreement is a mutual arrangement by which defined or definable parties agree to submit existing or future disputes to binding arbitration, thereby excluding state jurisdiction. When the parties' true intent cannot be clearly established, the agreement must be interpreted according to the principle of good faith and in a restrictive manner.

The parties agreed that the arbitration clause in the employment contract is to be assessed under Swiss law. Moreover, the CAS panel correctly determined that its jurisdiction could not exceed that of the FIFA DRC. The CAS panel also correctly concluded that, under the arbitration clause, employment disputes fell within the jurisdiction of the Hungarian Administrative and Labour Court.

The player provided no evidence of any imbalance between the parties during contract negotiations, nor any indication that he had questioned or sought clarification regarding the clause. Accordingly, the SFT federal judges held that the CAS panel correctly assessed its own jurisdiction and that of the FIFA DRC.

As *obiter dictum*, the SFT federal judges added that an arbitral tribunal is not bound by decisions issued in other proceedings and is not required to justify any departure from such decisions, even when similar contractual clauses are involved.

In short, the SFT federal judges dismissed the player's challenge of the CAS award.

SFT 4A_92/2025

The underlying dispute concerns an employment agreement between a club and a player, signed on 22 September 2020. The contract contained a clause providing that any disputes arising from the employment relationship were to be resolved before the competent Hungarian courts.

In July 2022, the player terminated the employment contract due to disagreements with the club. On 16 July 2022, he filed a claim before the FIFA DRC, seeking unpaid wages and damages. On 26 January 2023, and in a corrected version dated 18 April 2023, the FIFA DRC partially upheld the player's claim.

On 8 May 2023, the club appealed to the CAS under CAS 2023/A/9636, challenging the FIFA DRC's jurisdiction and raising a plea of *lis pendens*. On 15 January 2025, the CAS panel rejected the jurisdictional objection and partially upheld the DRC decision. The club subsequently filed an appeal before the SFT, seeking annulment of the CAS award.

The main issue for the SFT federal judges to decide regards whether the CAS panel correctly assessed its own jurisdiction and the FIFA DRC's jurisdiction.

The SFT reviews objections to jurisdiction under PILA art. 190(2)(b) from a legal standpoint. This includes assessing the substantive validity and objective scope of an arbitration agreement according to the law chosen by the parties, the law governing the dispute, or Swiss law.

The jurisdiction of an appellate arbitral body is limited by the jurisdiction of the internal first instance body. Consequently, CAS can only act as an appellate tribunal if there is an arbitration clause in favour of both CAS and the first instance FIFA body.

An arbitration agreement is an arrangement by which defined or definable parties agree to submit existing or future disputes to arbitration, thereby excluding state court jurisdiction. Its interpretation follows the general principles applicable to private declarations of intent.

The primary focus is the parties' actual mutual intent, a subjective question that the SFT does not reassess. If such intent cannot be established, the clause must be interpreted according to the principle of good faith, and any waiver of access to state courts must be construed restrictively.

The applicable law consisted primarily of the FIFA RSTP and the FIFA Procedural Rules, supplemented by Swiss law. The employment contract also contained a dispute resolution clause. However, the clause in the employment contract did not provide for arbitration before CAS or FIFA, not even as an alternative to the Hungarian courts. Accordingly, the SFT concludes that the CAS panel wrongly affirmed jurisdiction over the employment dispute.

In short, the SFT federal judges upheld the club's challenge of the CAS award and set it aside.

SFT 4A_194/2025

The dispute concerns two Swiss football clubs, A and B, arising from a transfer agreement for a player. The agreement contained a clause providing for a waiver of training compensation and for restitution in the event of third party claims.

Following the player's transfer on 12 March 2020, the Swiss Football League ordered A to pay training compensation to another club. A CAS panel confirmed that decision on 5 September 2022. On 26 September 2022, A invoiced B for restitution under the transfer agreement, but B refused reimbursement on 8 November 2022.

On 7 June 2023, A filed a request for arbitration before CAS under CAS 2023/O/9727. On 24 March 2025, the sole arbitrator partially upheld A's claim. A subsequently appealed to the SFT, seeking annulment of the CAS award and requesting that the matter be referred back for reassessment.

The main issue for the SFT federal judges to decide regards whether the sole arbitrator violated Swiss public policy by failing to safeguard A's procedural guarantees or by the sole arbitrator's arbitrariness in interpreting the transfer agreement between the parties.

Regarding whether the sole arbitrator, violated Swiss public policy by failing to safeguard A's procedural guarantees, an arbitral award may violate substantive or procedural public policy under Swiss law. However, only if the result of the award is incompatible with fundamental legal principles.

The burden lies with the appellant to demonstrate such incompatibility. In this case, A failed to substantiate any claim that the award breached either substantive or procedural public policy. An award may be challenged for arbitrariness if it is based on manifestly incorrect factual findings or a manifest violation of substantive law.

While procedural errors do not fall under "manifest violation of the law", they may be relevant if they infringe procedural public policy. An award may also be annulled if the arbitral tribunal violates the principle of equal treatment or the parties' right to be heard. These include the opportunity to comment on essential facts, present legal arguments, submit evidence, participate in hearings, and access the file.

However, the tribunal is not required to address every argument raised by the parties. The SFT notes that A did not explain or substantiate how its right to be heard was violated. As a result, no procedural guarantee was breached. Accordingly, the CAS award did not violate Swiss public policy and that the sole arbitrator safeguarded A's procedural rights.

As for whether the sole arbitration violated Swiss public policy by interpreting the transfer agreement between the parties arbitrarily, an arbitral award may violate substantive or procedural public policy under Swiss law. However, only if the result of the award is incompatible with fundamental legal principles.

The burden lies with the appellant to demonstrate such incompatibility. In this case, A failed to substantiate any allegation that the award violated either branch of Swiss public policy. An award is arbitrary only if its outcome is manifestly untenable, clearly contradicts the record, grossly violates a legal norm or undisputed principle, or blatantly offends the sense of justice.

As such, arbitrariness is not established merely because another solution would have been reasonable or preferable. Arbitrariness may be invoked only against manifestly incorrect factual findings, such as when an arbitral tribunal overlooks parts of the record, misinterprets their content, or assumes a fact is proven when it is not.

However, the assessment of evidence itself is not subject to review; only factual findings that contradict the record without requiring further evaluation may be challenged. Regarding contract interpretation, the primary method is subjective interpretation, aimed at identifying the parties' mutual intent.

This is a factual determination that is generally binding on the SFT. If mutual intent cannot be established, the tribunal must apply objective interpretation based on the principle of trust. In other words, how the parties could and should have understood the clause considering its wording, context, and surrounding circumstances. This objective interpretation is a question of law.

The sole arbitrator applied substantive Swiss law and was unable to determine a mutual intent because the wording of the disputed clause was unclear and the parties' subsequent conduct was contradictory. The arbitrator therefore

proceeded to objective interpretation and concluded that A could not reasonably have assumed that B intended to assume undefined future training compensation obligations arising from a transfer that benefited A alone. Such an extensive and financially disadvantageous obligation would not align with good faith.

A failed to show that the arbitrator overlooked or misread the record; instead, it merely proposed different interpretations of the evidence. This is insufficient to establish arbitrariness. A also did not demonstrate any manifest violation of the rules governing objective contract interpretation, relying instead on factual assertions about the player's market value and the financial motives behind the transfer.

These matters are insufficient to undermine the legal reasoning of the award. Accordingly, the CAS award does not violate Swiss public policy and the sole arbitrator's interpretation of the transfer agreement was neither arbitrary nor legally unsustainable.

In short, the SFT federal judges dismissed the A's challenge of the CAS award.

SFT 4A_230/2025

The dispute concerns two non Swiss clubs that entered into a memorandum of cooperation on 9 July 2018, valid until 30 June 2021. The memorandum contained a tiered dispute resolution clause granting priority jurisdiction to FIFA, with the CAS competent to hear any dispute only if FIFA declined jurisdiction. If both FIFA and CAS declined jurisdiction, the clause designated the courts of England and Wales as the competent forum.

On 8 February 2024, A filed a claim before the FIFA PSC, more than two years after the alleged triggering event. On 12 February 2024, the FIFA PSC dismissed the claim as time barred under art. 23(3) of the FIFA RSTP.

A then filed a request for arbitration with CAS under CAS 2024/O/10564 on 7 May 2024. B objected to CAS jurisdiction. The CAS panel bifurcated the proceedings and held a jurisdiction only hearing on 4 September 2024. In its award dated 15 April 2025, the CAS panel held that: (i) CAS lacked jurisdiction, because the statute of limitations affects only the admissibility of a claim, not FIFA's jurisdiction; and (ii) the FIFA PSC had jurisdiction in principle to hear the dispute.

A appealed to the SFT, seeking annulment of the CAS award and requesting that the case be referred back to CAS for a new decision affirming CAS jurisdiction.

The main issue for the SFT federal judges to decide regards whether the CAS panel correctly assessed its own jurisdiction.

Challenges to arbitral awards are, in principle, purely cassatory. However, when the dispute concerns the correct assessment of an arbitral tribunal's jurisdiction, the SFT may exceptionally determine that jurisdiction itself.

The SFT reviews jurisdictional objections freely under PILA art. 190(2)(b), including preliminary questions on which jurisdiction depends, while remaining bound by the arbitral tribunal's factual findings. In this context, the SFT examines the validity and objective scope of an arbitration agreement under PILA art. 178(2), applying the law chosen by the parties, the law governing the dispute, or Swiss law.

An arbitration agreement is an arrangement by which defined or definable parties agree to submit existing or future disputes to binding arbitration, thereby excluding state court jurisdiction. When the parties' true intent cannot be established, the agreement must be interpreted according to the principle of good faith and restrictively, given that it constitutes a waiver of access to state courts.

Moreover, it is key to differentiate under Swiss law between jurisdiction and admissibility. Jurisdiction concerns the very power conferred on an adjudicatory body to resolve a dispute. Admissibility concerns obstacles, either factual or legal, that prevent the body from examining the merits, without affecting its authority to hear the dispute.

Against this framework: (i) A's claim before the FIFA PSC was time barred under FIFA RSTP art. 23(3); (ii) the memorandum of cooperation contained a valid arbitration clause under Swiss law; (iii) the parties' true and common intention was that CAS would hear disputes only if FIFA lacked jurisdiction; and (iv) the FIFA PSC was competent to hear the dispute from the outset.

CAS jurisdiction was therefore subsidiary as it existed only if the FIFA PSC itself declined jurisdiction. In this case, the FIFA PSC did not decline jurisdiction; it issued a decision on admissibility, finding the claim time barred. The statute of limitations is an admissibility issue, not a question of *ratione temporis* jurisdiction.

As the FIFA PSC did not decline jurisdiction, the condition for CAS jurisdiction was not met. Accordingly, the CAS panel correctly declined jurisdiction to hear the dispute.

In short, the SFT federal judges dismissed the A's challenge of the CAS award.

SFT 4A_268/2025

The dispute concerns a football player and his former agent.

On 8 May 2018, the agent filed a request for arbitration before CAS under CAS 2018/O/5735, seeking payment of agent fees related to a transfer completed in January 2018. To support his claim, the agent relied on two contracts and an email dated 18 October 2017. The player contested the authenticity of all three documents, alleging they were forged.

On 8 August 2019, the CAS panel issued its award, partially upholding the agent's claim and ordering the player to pay the requested fees based on the disputed documents.

On 30 October 2019, the player filed a criminal complaint in Switzerland. After a full investigation, the Lausanne Police Court convicted the agent of fraud and forgery on 16 February 2023, finding that he had falsified both contracts and fabricated the email. The Cantonal Appeal Court of Vaud confirmed the conviction on 16 August 2023, relying on expert forensic reports. The criminal division of the SFT upheld the conviction on 12 March 2025.

Following the final criminal judgment, the player filed a revision request before the SFT, seeking to have the CAS award set aside and the matter referred back to CAS for a new decision considering the proven forgeries.

The main issue for the SFT federal judges to decide regards whether the alleged new evidence justifies revision of the CAS award under PILA art. 190a.

A revision request may seek either the annulment of the arbitral award with referral back to the tribunal for a new decision, or the issuance of necessary findings by the SFT itself. Revision is available even for awards rendered before 1 January 2021, the date on which the PILA introduced this remedy.

Revision of an international arbitral award may be requested on one of the grounds listed in PILA art. 190a. The right to request revision expires ten years after the award becomes final, and the request must be filed within 90 days of discovering the ground for revision. A legally protected interest is also required.

Under PILA art. 190a(1)(b), the 90 day period begins when the applicant learns of either a final criminal conviction or, if a conviction is no longer possible, the existence of the offense and its supporting evidence. A party may seek revision if criminal proceedings establish that the award was influenced to that party's detriment by a crime or offense, provided that the investigation respected the minimum procedural guarantees of the ECHR and ICCPR.

It is irrelevant whether the offense was committed by a party or a third party. What matters is the existence of a causal link between the offense and the operative part of the award. The offense must have had an effective, direct, or indirect influence on the decision.

The influence of the crime must be established through a decision concluding criminal proceedings, such as a conviction, an order closing the investigation, or another ruling. In addition, it must demonstrate that the objective elements of the offense are fulfilled. As such, a conviction is not strictly required.

In this case, the Swiss courts confirmed that the agent committed forgery. The criminal division of the SFT upheld the conviction on 12 March 2025, and the player filed his revision request promptly on 2 June 2025. The SFT finds that the player discharged his burden of proof as the forged contracts and fabricated email were produced with the intent to deceive the CAS panel and obtain undue payment. Moreover, they directly influenced the CAS panel's decision.

Because the CAS panel relied on these falsified documents to uphold the agent's claim, the causal link required by PILA art. 190a(1)(b) is satisfied. Accordingly, the conditions for revision are therefore met.

In short, the SFT federal judges granted the player's request for revision of the CAS award and referred the case back to CAS for a new decision.

SFT 4A_286/2025

The club is a Swiss football club whose men's team competed in Group 1 of the First League of the Swiss Men's Amateur (MA) competition during the 2022/2023 season. The First League has its own legal personality and is one of the three divisions of the Swiss MA men's competition, representing the fourth tier of Swiss football.

On 8 October 2022, the club lost a league match against another Swiss club. On 11 October 2022, it requested the First League Committee to annul the match result. The First League Committee rejected the request on 18 October 2022. The club appealed to the First League Appeal Committee, which dismissed the appeal on 28 November 2022.

The club then appealed to the Court of Arbitration for Sport (CAS) under case number CAS 2022/A/9330, proposing a specific sole arbitrator. The CAS Secretariat confirmed the appointment of the proposed arbitrator, who resided in Germany, and the club formally approved the Order of Procedure on 20 April 2023. At the hearing on 3 May 2023, the club expressly confirmed that it had no objection to the arbitrator. On 17 May 2023, the sole arbitrator dismissed the club's appeal.

The club challenged the CAS award before the SFT under SFT 4A_628/2023, seeking annulment. The SFT dismissed the appeal on 14 February 2024.

On 31 May 2024, the club filed a revision request before the Cantonal Tribunal of the Canton of Vaud, seeking to have the CAS award set aside and the matter referred back for a new decision. The Cantonal Tribunal dismissed the revision request on 3 February 2025.

On the same day, 3 February 2025, the club appealed the Cantonal Tribunal's decision before the SFT.

The main issue for the SFT federal judges to decide regards whether the sole arbitrator's lack of residence in Switzerland justifies revision of the CAS award under SCPC art. 396(1).

Revision under SCPC art. 396 is an extraordinary, purely cassatory remedy. If granted, the award is set aside and the case is sent back to the arbitral tribunal for a new decision. Revision is available only when, despite due diligence, a party discovers grounds for challenge under SCPC art. 367(1) after the arbitral proceedings have concluded and when no other remedy remains open.

Under SCPC art. 367(1), even a party who originally proposed an arbitrator may challenge that arbitrator if two cumulative conditions are met: (i) there are justified doubts as to the arbitrator's independence or impartiality; and (ii) the party became aware of the relevant facts only after the appointment.

The club argued that the arbitrator should have been recused because he resided in Germany, allegedly in breach of the residence requirement in Swiss MA Statutes art. 88(2). However, a violation of an internal statutory requirement, such as residence, does not automatically create justified doubts about independence or impartiality. It is not, in itself, a ground for recusal under Swiss arbitration law.

The club provided no evidence showing that the arbitrator's residence abroad affected his neutrality or created any appearance of bias. Without such proof, the statutory threshold for justified doubts is not met. The club did not discharge its burden of proof. Accordingly, the sole arbitrator's alleged lack of residence in Switzerland does not justify revision under SCPC art. 396(1).

In short, the SFT federal judges rejected the club's request for revision of the CAS award.

Other SFT cases:

SFT 4A_608/2024; SFT 4A_612/2024; SFT 4A_614/2024; SFT 4A_28/2025; SFT 4A_12/2025; SFT 4A_616/2024; SFT 4A_638/2024; SFT 4A_180/2025; SFT 4A_556/2025; SFT 4A_334/2025

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Arbitrators appointed in 2025

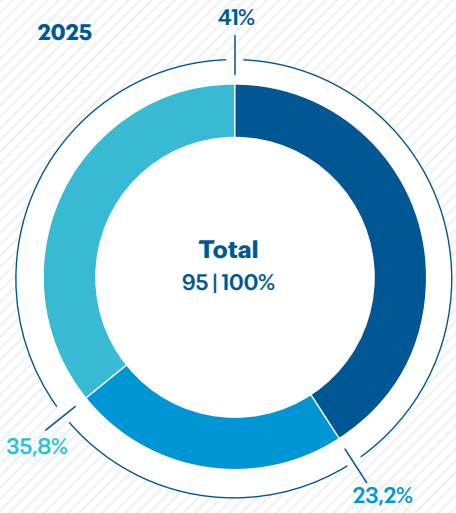
9.1 Composition of the Panels in 2025

As indicated in section 2.3 of this report, FIFA was named as a respondent or correspondent in 150 appeals in 2025.

Of these, 55 were terminated with no Sole Abitrator/Panel constituted (e.g. through a Termination Order issued by the President or Deputy President of the CAS Appeals Arbitration Division).

From the remaining 95 cases, 39 were/are being handled by a Sole Arbitrator, 22 by a Panel, and in 34 the constitution of the Panel or Sole Arbitrator is still pending.

Appeals in which FIFA is a party



Concluded and ongoing cases decided or to be decided by:	
Sole Arbitrator	39
Panel	22
No appointment (yet)	34
Subtotal	**95**
Termination Orders (i.e., no Sole Arbitrator/ Panel constituted):	55
Total	**150**

9.2 Appointments in 2025

Of the 22 cases involving a three-member Panel, FIFA has proactively appointed (or jointly appointed with other co-respondents, most often based on the latter's proposal) the following arbitrators in matters where it was a party in 2025[3]:

Mr Jordi Lopez Batet
CAS 2025/A/11535 & 11567
CAS 2025/A/11640

Mr Marco Balmelli
CAS 2025/A/11776

Mr Rui Botica Santos
CAS 2025/A/11995
CAS 2025/A/11892

Ms Lorena Novoa Bolívar
CAS 2025/A/11268
CAS 2025/A/11512

Mr Roberto Moreno Rodríguez
CAS 2025/A/11407

Mr Ulrich Haas
CAS 2025/A/11487

Mr Massimo Coccia
CAS 2025/A/11990, 11991, 11992, 11996, 11998, 11999, 12000 & 12002

Ms Carmen Nuñez-Lagos
CAS 2025/A/11108

Mr Juan Pablo Arriagada Aljaro
CAS 2025/A/11153
CAS 2025/A/11162

Mr Lars Hilliger
CAS 2025/A/11555

Mr Gustavo Albano Abreu
CAS 2025/A/11253

Mr Daniel Cravo
CAS 2025/A/11314 & 11315
CAS 2025/A/11316

Mr Kwadjo Adjepong
CAS 2025/A/11835

Mr Jan Räker
CAS 2025/A/11173

Mr Benoît Pasquier
CAS 2025/A/11270
CAS 2025/A/11271

Mr Luigi Fumagalli
CAS 2025/A/11319

[3] Unless there is an agreement between the parties, the appointment of Sole Arbitrators is made by the President of the Appeals Division of CAS in accordance with R54 CAS Code. Consequently, FIFA does not have any word or exert any influence in their appointment. These appointments may include cases which started in 2024, but the relevant appointment of the arbitrator was made in 2025.

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Statistics on Presidents of Panels and Sole Arbitrator

10.1 Introduction

In 2025, CAS published for the first time the list of Presidents and Sole Arbitrators appointed to non-confidential proceedings since 2022.

This new level of disclosure represents a meaningful move toward greater openness in the sports-justice system. Making this information public helps strengthen confidence in the process, improves accountability, and contributes to a fairer and more predictable dispute-resolution framework.

Based on this list, FIFA has made the following analysis.

10.2 Appointments of Sole Arbitrators and Presidents

From 1 October 2022 until November 2025, CAS, through the presidents of the relevant divisions, has appointed a total of 669 arbitrators in football-related cases: 403 as Sole Arbitrators and 266 as Presidents of three-member Panels.

Across these four years, the distribution of President appointments was as follows: 16 in 2022,[4] 136 in 2023, 89 in 2024, and 25 in 2025.[5]

For Sole Arbitrators, the appointments were 38 in 2022,[6] 207 in 2023, 137 in 2024, and 21 in 2025.

[4] Since 1 October 2022.

[5] So far in 2025 as most proceedings initiated this year are still ongoing.

[6] Since 1 October 2022.

10.3 Most appointed arbitrators by CAS division presidents (in general)

Across the four year period from 1 October 2022 to November 2025, the arbitrators most frequently appointed by CAS division presidents were:

Arbitrator	Appointments
Lars Hilliger	**30**
Espen Auberg	24
Jordi López	22
Manfred Nan	21
Ulrich Haas	21
Leanne O'Leary	18
Stephen Sampson	18
Patrick Grandjean	17
Carmen Nuñez-Lagos	16
Juan Pablo Arriagada	16

In 2025 specifically (until November), the arbitrators appointed most often by the presidents of the relevant CAS divisions were:

Arbitrator	Appointments
Roberto Moreno	**6**
Mariano Clariá	3
Bernhard Welten	2
Emilio Gamboa	2
Frans de Weger	2
Hervé Le Lay	2
Jaime Castillo	2
Jordi López	2
Michele Bernasconi	2
Margarita Echeverría	2

10.4 Arbitrators most appointed as President of a Panel by CAS division presidents

Between 1 October 2022 and November 2025, the individuals most often selected by CAS' division presidents for the role of President of a three-member panel were:

Arbitrator	Appointments
Jordi López	**15**
Lars Hilliger	14
Stephen Sampson	14
Manfred Nan	12
Roberto Moreno	12
Carmen Núñez Lagos	11
Luigi Fumagalli	11
Espen Auberg	10
Juan Pablo Arriagada	9
Fabio Ludica	7

In 2025, the arbitrators most frequently appointed by the presidents of the relevant CAS division to serve as President of a three member Panel were the following:

Arbitrator	Appointments
Roberto Moreno	**4**
Mariano Clariá	3
Jaime Castillo	2
Jordi López	2
Margarita Echeverría	2
Raphaëlle Favre	2
Emilio Gamboa	1
Frans de Weger	1
Gonzalo Bossart	1
Juan Pablo Arriagada	1

10.5 Most appointments as Sole Arbitrator by the CAS division presidents

Between October 2022 and November 2025, the Sole Arbitrators most frequently appointed by CAS' division presidents were the following:

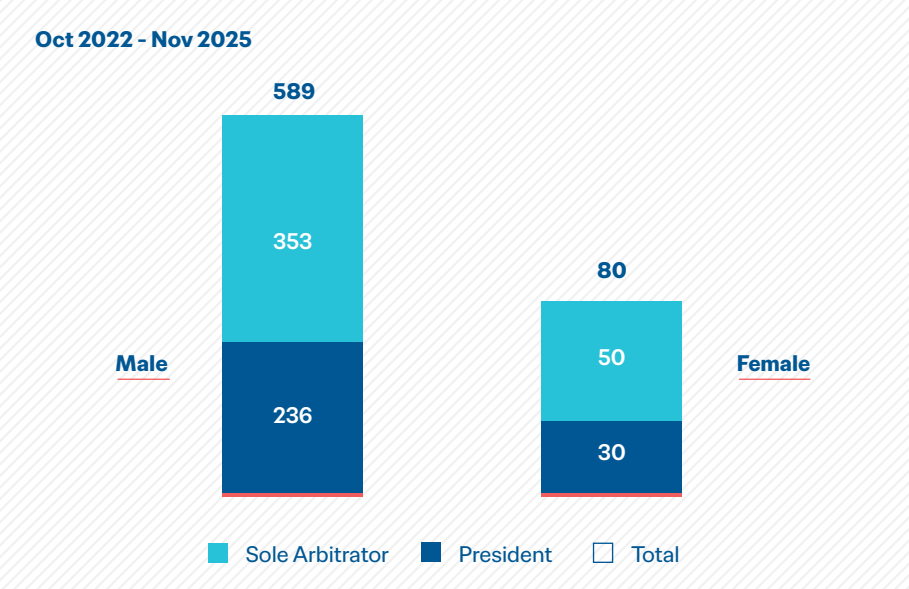
Arbitrator	Appointments
Lars Hilliger	**16**
Ulrich Haas	15
Espen Auberg	14
Marco Balmelli	13
Patrick Grandjean	13
Leanne O'Leary	11
Kepa Larumbe	9
Manfred Nan	9
Emilio Gamboa	8
Jaime Castillo	8
Rui Botica	8

In 2025, the Sole Arbitrators most frequently appointed by CAS' division presidents were the following:

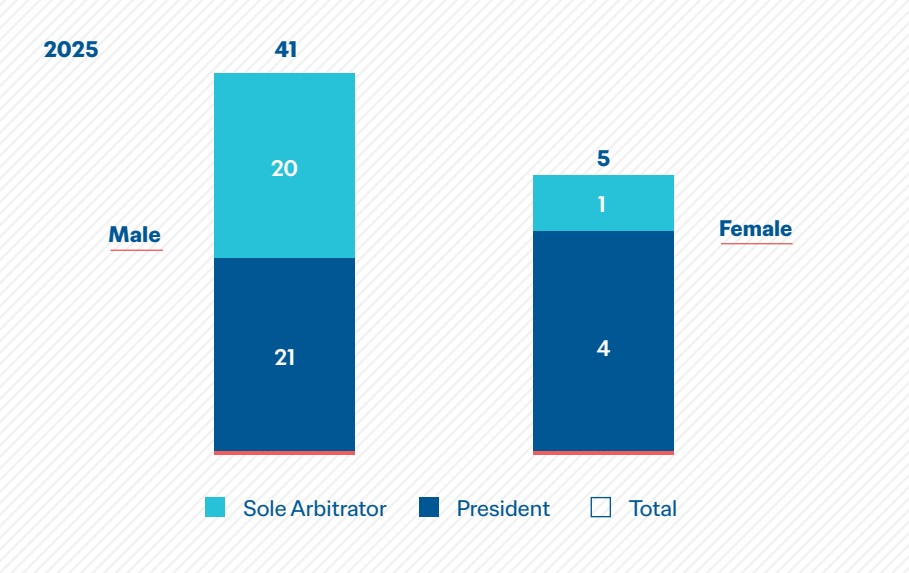
Arbitrator	Appointments
Bernhard Welten	**2**
Hervé Le Lay	2
Jonathan Hall	2
Michele Bernasconi	2
Roberto Moreno	2
Annett Rombach	1
Benoit Pasquier	1
Espen Auberg	1
Emilio Gamboa	1
Frans de Weger	1

10.6 Appointments by Gender

Of the 669 total appointments of Sole Arbitrators and Presidents of panels analyzed, the presidents of the relevant CAS divisions have appointed 589 male arbitrators (353 as Sole Arbitrator and 236 as President) and 80 female arbitrators (50 as Sole Arbitrator and 30 as President).

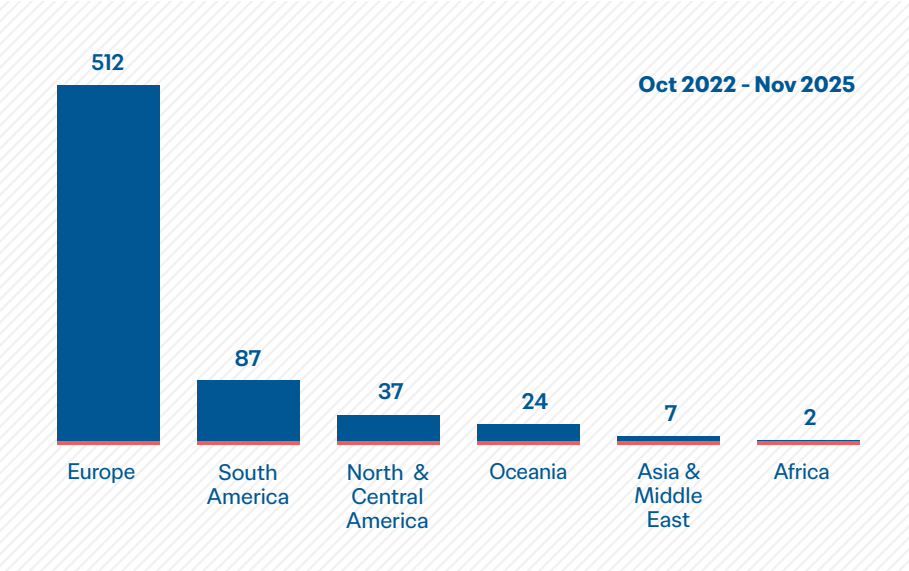


In 2025 specifically, CAS' division presidents have appointed 41 male arbitrators (21 as President and 20 as Sole Arbitrators) and 5 female arbitrators (4 as President and 1 as Sole Arbitrator).

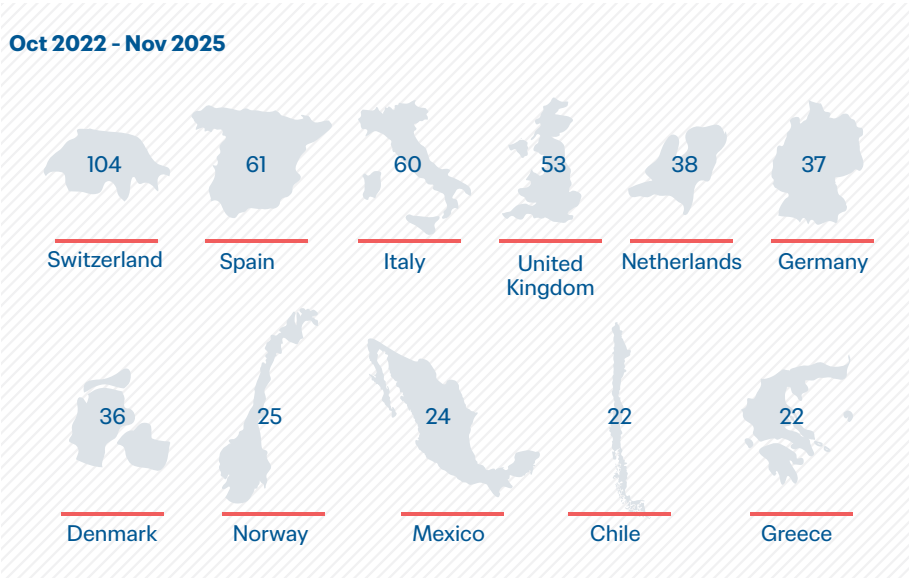


10.7 Appointments by Continent and Country

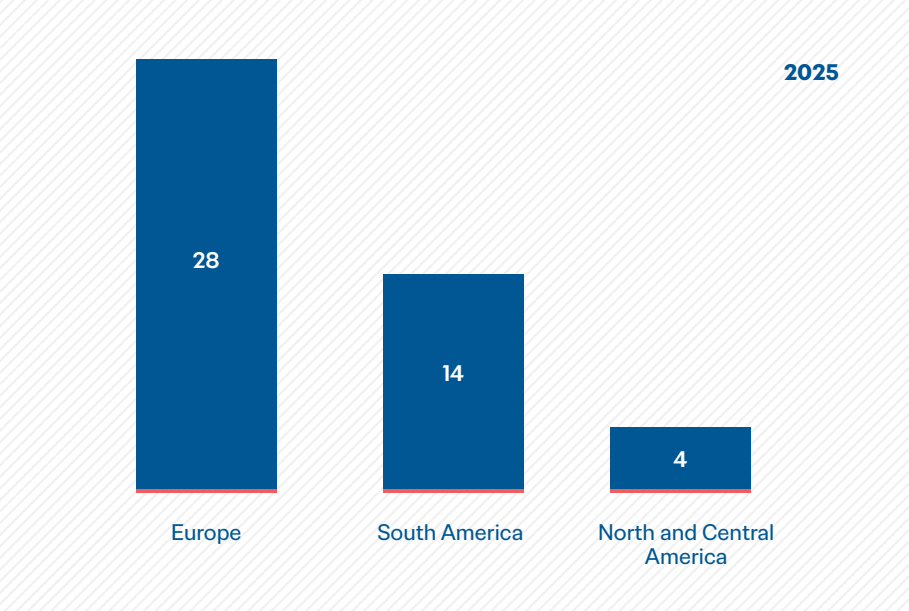
From 2022 to 2025, CAS appointed a total of 512 arbitrators from Europe, 87 from South America, 37 from North and Central America, 24 from Oceania, 7 from Asia and the Middle East, and 2 from Africa to serve as Sole Arbitrator or President of a three-member Panel.



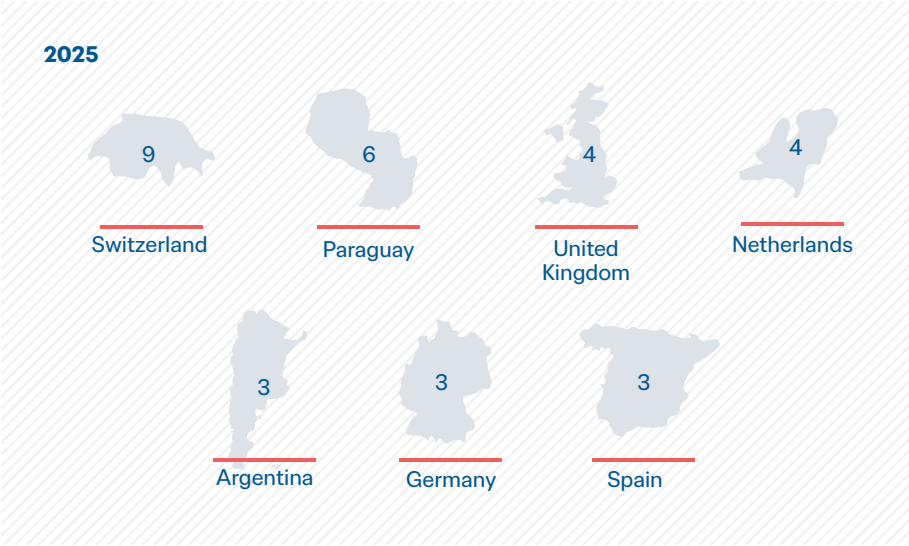
The countries with the highest number of appointments during this four year period were Switzerland (104), Spain (61), Italy (60), United Kingdom (53), Netherlands (38), Germany (37), Denmark (36), Norway (25), Mexico (24), Chile (22), and Greece (22).



In 2025, CAS appointed 28 arbitrators from Europe, 14 from South America, and 4 from North and Central America to serve as President or Sole Arbitrator.



The leading nationalities that year in terms of appointments were Switzerland (9), Paraguay (6), Netherlands (4), United Kingdom (4), Argentina (3), Germany (3), and Spain (3).



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Report on the Football Legal Aid Fund

Report on the FLAF

Under the agreement signed between FIFA and ICAS for the 2023–2026 period, FIFA and CAS established a dedicated legal aid fund for football: the FIFA-CAS Football Legal Aid Fund (FLAF).

The FLAF became operational on 1 February 2023. It is managed by the ICAS Athletes' Commission and is intended to support football stakeholders in pursuing appeals before CAS, regardless of whether the appeal involves a FIFA decision

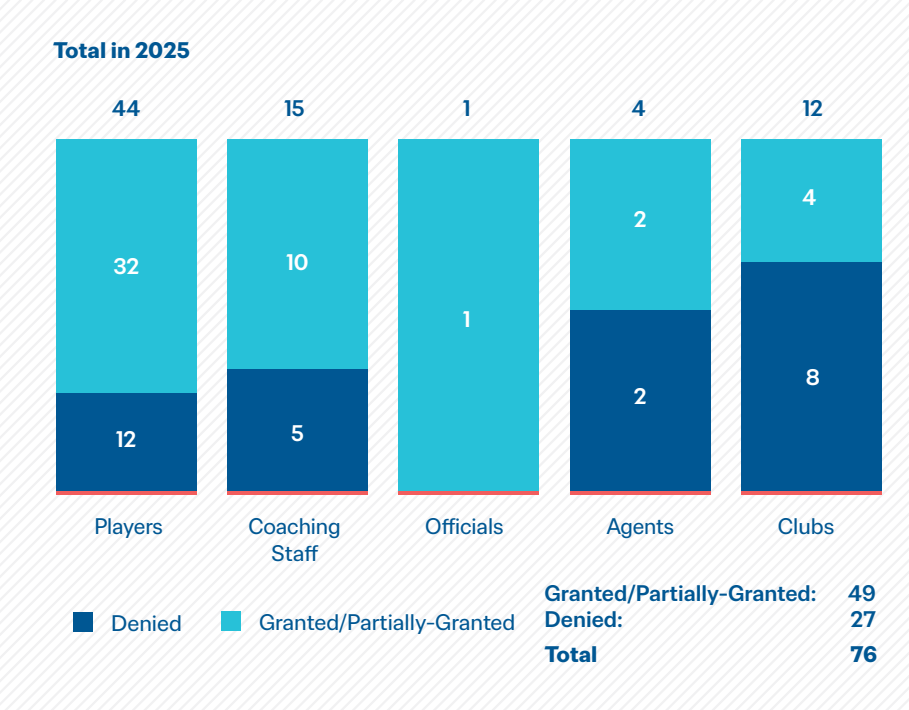
CAS proceedings involving the FLAF are:

- available to any natural persons, including agents with a FIFA licence, without sufficient financial means to proceed at the CAS.
- free of any Court Office Fee.
- free of any administrative and procedural costs, including arbitrator fees.
- exceptionally and only once per calendar year, is available to football clubs affiliated to a member association of FIFA and belonging to the club category IV of the FIFA table on the categorization of clubs for training compensation.
- decided by a Sole Arbitrator from the specialized CAS Football List, who will carry out such work on a *pro bono* basis.

The parallel CAS Legal Aid setup also guarantees a *pro bono* counsel system to assist individuals in their potential CAS disputes.

The FLAF is exclusively financed by an **annual contribution from FIFA**, and the funds are exclusively used for travel and accommodation costs of the relevant party and *pro bono* counsel, as well as those of witnesses, experts, and interpreters.

According to CAS data, in 2025, 76 requests for legal aid were reviewed by the ICAS Athletes' Commission. Of these, 49 (64%) were approved or partially approved, while 27 (36%) were rejected. Players and coaches were the primary applicants and beneficiaries of this legal aid.



Since its launch, the FLAF has seen limited financial use, mainly due to factors such as: (i) the absence of arbitration costs thanks to *pro bono* arbitrators and no Court Office fees; (ii) the lack of additional legal expenses in cases involving *pro bono* counsel; and (iii) all hearings being held via videoconference, which further minimizes costs.

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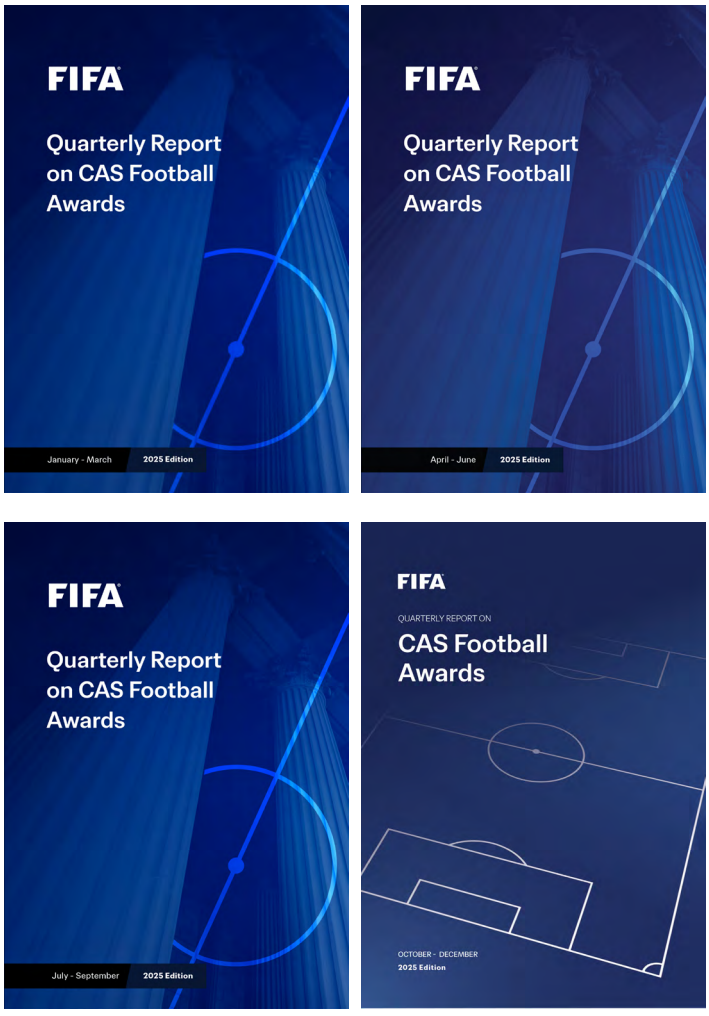
FIFA Quarterly Report on CAS Football Awards

FIFA Quarterly Report on CAS Football Awards

To complement the CAS & Football Annual Report, FIFA has introduced the FIFA Quarterly Report on CAS Football Awards in 2025. As its name indicates, this publication consists of summaries of all CAS jurisprudence received during each three-month period. The purpose of this initiative is to provide timely access to relevant case law, enhance transparency, and keep stakeholders informed of developments in CAS decisions affecting football.

Throughout 2025, the quarterly reports offered stakeholders a structured overview of all rulings and legal trends, enabling clubs, players, and legal professionals to stay updated on the outcome of CAS proceedings and their underlying reasons. By publishing these summaries regularly, FIFA has reinforced its openness and ensured that important jurisprudence is communicated promptly, complementing the broader annual report with more frequent insights.



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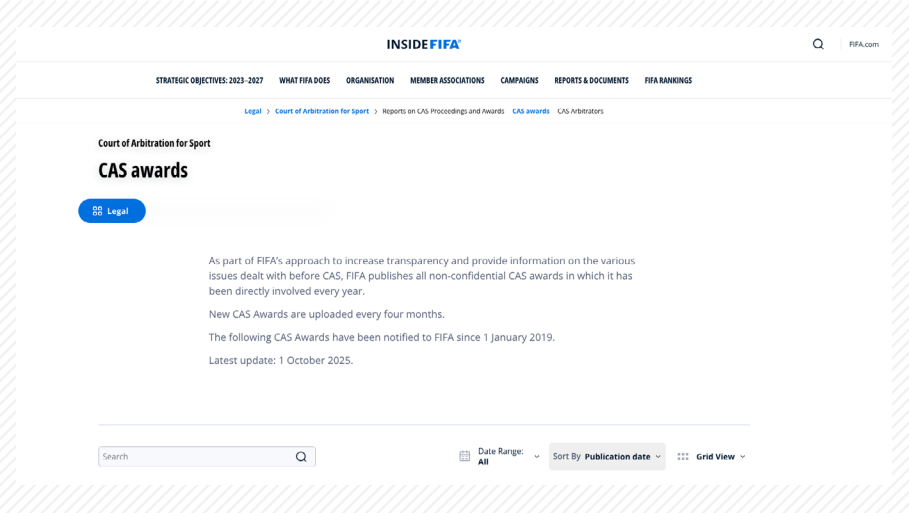
FIFA jurisprudence database

13.1 Publication of CAS Awards

Since 2019, FIFA has been strongly committed to ensuring transparency in its CAS-related proceedings. To uphold this principle, FIFA continues to publish every CAS award in which it is a party on a four-month basis through its dedicated platform, legal.fifa.com.

In line with this practice, FIFA published 89 CAS awards during 2025.

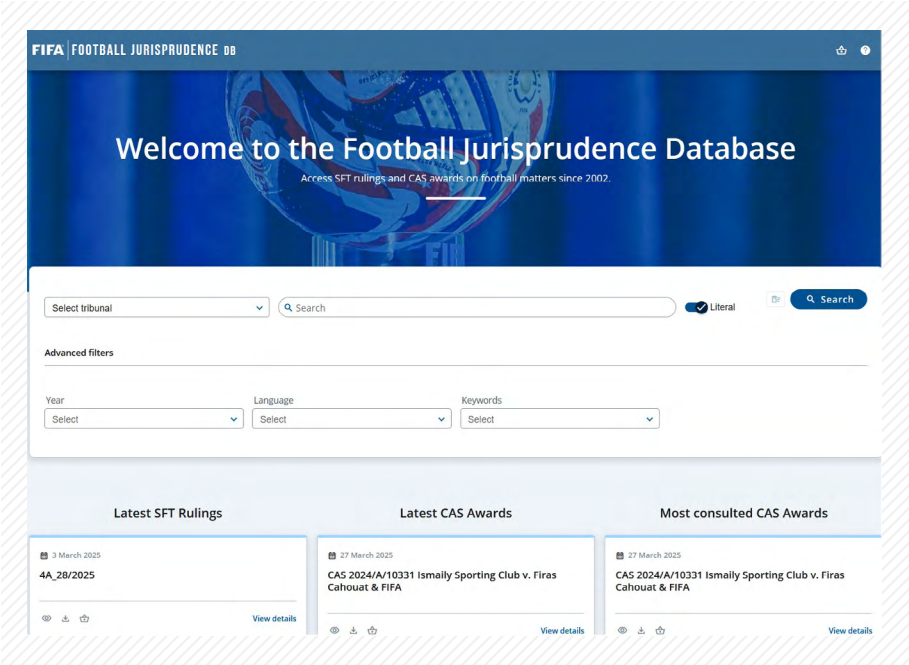


13.2 FIFA jurisprudence database

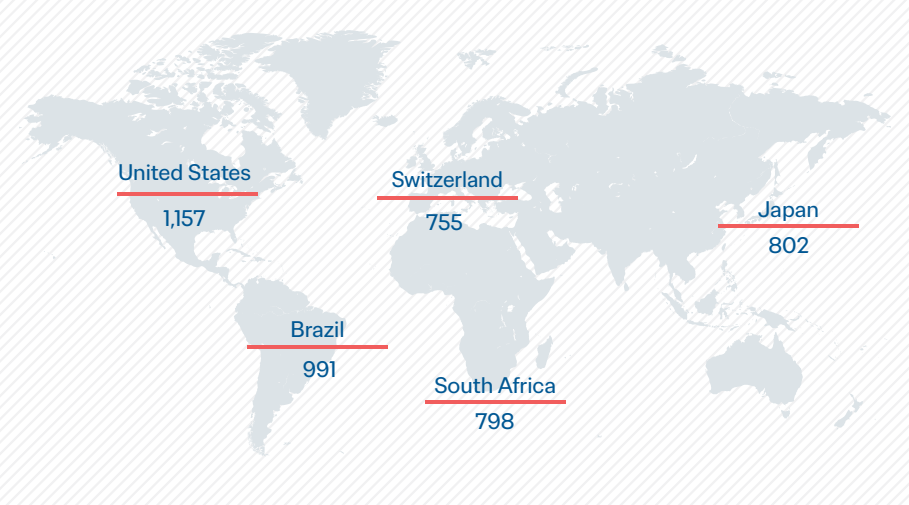
In 2025, FIFA also launched the Football Jurisprudence Database as part of its continued commitment to legal transparency and accessibility. The platform has made available CAS awards and Swiss Federal Tribunal rulings pertaining to football from 2002 onward, featuring robust search functions and advanced filters—such as tribunal type, year, language, keywords, arbitrators, and legal provisions—to help users efficiently locate relevant case law.

By providing comprehensive and searchable access to precedents, the database significantly enhanced stakeholders' ability to study the evolving jurisprudence in sports law. Clubs, players, legal practitioners, academics, and other interested parties could consistently monitor recent case developments and historical trends, reinforcing FIFA's goal of ensuring more informed decision-making, enhanced legal governance, and strengthened transparency within the football community.

Since its launch in September 2025, the FIFA Jurisprudence Database has quickly established itself as an essential tool for enhancing transparency and accessibility in football related case law. Its adoption has been strong, with 6,580 active users, 6,806 total views, and a significant level of document engagement reflected in 1,133 individual case downloads and 35 ZIP file downloads.



The platform's global reach is evident in its usage patterns. The United States leads with 1,157 accesses, followed by Brazil (991), Japan (802), South Africa (798), and Switzerland (755). This wide geographical distribution demonstrates the growing international reliance on easily accessible jurisprudence in football governance.



In terms of content engagement, several decisions have drawn particular attention. The most viewed cases were:

Decisions	Views
CAS 2024/A/10331	112
CAS 2024/A/10736	78
SFT 4A_28/2025	74
CAS 2023/A/10150	26
CAS 2024/A/10744	21

The most downloaded decisions:

Decisions	Downloads
CAS 2024/A/10331	52
CAS 2024/A/10736	20
CAS 2007/A/1388 & 1389	17
SFT 4A_28/2025	16
CAS 2017/A/5336	13

FIFA regularly updates the Football Jurisprudence Database and aims to periodically improve its features based on user feedback.

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Final Remarks

Final Remarks

FIFA remains committed to promoting transparency and education for the advancement of the football industry. In line with this commitment, the CAS & Football Annual Report 2025 has been published to provide valuable insights into football law and its practical applications, drawing on FIFA's extensive experience in arbitration before CAS.

This annual report has become an essential resource for stakeholders, legal practitioners, and anyone interested in *lex sportiva*. FIFA continues to share its expertise with the global community to foster a deeper understanding of the legal aspects of football and strengthen governance standards across the sport.

For more information about the CAS & Football Annual Report 2025 and other initiatives of the FIFA Legal & Compliance Division, please visit legal.fifa.com for additional information.

Disclaimer

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