



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2025/A/11227 OFI Crete FC v. Hellenic Football Federation & Christos Bourbos**

**ARBITRAL AWARD**

delivered by the

**COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain

in the arbitration between

**OFI Crete FC**, Heraklion, Greece.

Represented by Mr. Iasonas Papastefanakis, Attorney-at-Law in Heraklion, Greece

**Appellant**

v.

**Hellenic Football Federation**, Athens, Greece.

Represented by Mr. Gregory Ioannidis, Attorney-at-Law, and Ms. Laura Marshall, Solicitor, at Sport Law Expert in London, United Kingdom

**First Respondent**

&

**Christos Bourbos**, Ioannina, Greece.

Represented by Mr. Georgios Panagopoulos, Ms. Matilde Costa Dias and Mr. Kosmas Mitsios Attorneys-at-Law at 14 Sports Law in Porto, Portugal

**Second Respondent**

## **I. PARTIES**

1. OFI Crete FC (the “Club”) is a Greek professional football club with its registered office in Heraklion, Greece. The Club is affiliated to the Hellenic Football Federation, which, in turn, is affiliated to the *Fédération Internationale de Football Association* (“FIFA”), the world governing body of football. The Club is registered as a Football Public Company under the name Omilos Filathlon Irakleiou Podosfairiki Anonymi Etaria and the distinctive title of PAE OFI 1925.
2. The Hellenic Football Federation (the “HFF”) is the governing body of football in Greece, with its registered office in Athens, Greece.
3. Mr. Christos Bourbos (the “Player”) is a former Greek professional football player.
4. Hereinafter, the HFF and the Player are collectively referred to as the “Respondents” and the Respondents and the Club are collectively referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

5. Below is a summary of the main relevant facts, as submitted by the Parties in their submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties, it refers in the Award only to the submissions and evidence it considers necessary to explain its reasoning.
6. From 30 June 2010 until 30 June 2016, the Player rendered his services as a football player to the club named Omilos Filathlon Irakleiou – OFI Podosfairiki Anonymos Etairia (Under Liquidation), with the distinctive title of OFI PAE (the “Old Club”), as per three different employment contracts. The Old Club was affiliated with the HFF.
7. On 16 May 2014, the Player submitted a claim against the Old Club before the HFF National Dispute Resolution Chamber named the P.E.E.O.D. Committee for the Resolution of Economic Disputes (the “HFF NDRC”), in which the Player requested the payment of accrued wages and contractual benefits owed by the Old Club.
8. On 25 June 2014, the HFF NDRC issued its Decision No. 533/2014, ordering the Old Club to pay the Player the amount of EUR 309,596 plus the applicable interest.
9. On 3 July 2014, the Old Club appealed the HFF NDRC Decision No. 533/2014 before the HFF Appeals Arbitration Court.
10. On 23 July 2014, the HFF Appeal Arbitration Court rejected the Old Club’s appeal by its Decision No. 40/2014.

11. The Old Club did not comply with the Decision No. 40/2014 of the HFF Appeal Arbitration Court.
12. In March 2015, the Old Club withdrew from its participation in the A National Professional Category (Super League) of the Greek football championship. Moreover, the Old Club failed to participate in the professional division for the Greek sporting season 2015/2016 and was relegated to amateur divisions.
13. Due to its non-participation in a professional championship, the Old Club - as the legal entity in charge of the professional Old Club - was dissolved and placed in liquidation.
14. On 19 August 2016, following the promotion of the Old Club's amateur team to the B Football League (the second professional category in Greece), the Club was founded.

### **III. PROCEEDINGS BEFORE THE HFF COURT OF ARBITRATION FOR FOOTBALL**

15. On 14 December 2020, the Player filed a claim before the HFF Court of Arbitration for Football (the "HFF CoA") against the Club. The Player sought the imposition of sporting sanctions to the latter in connection with the HFF NDRC Decision No. 533/2014, alleging that the Club is the sporting successor of the Old Club.
16. On 30 March 2021, the HFF CoA issued its Decision No. 44/2021 with grounds by which it rejected the Player's request to impose on the Club sporting sanctions as the sporting successor of the Old Club.
17. On 4 December 2023, the Player filed a second claim before the HFF CoA against the Club. The Player sought the payment of at least 50% of the amounts owed to him by the ruling of the NDRC Decision No. 533/2014 and the imposition of sporting sanctions on the Club as the sporting successor of the Old Club.
18. On 12 September 2024, the HFF CoA issued its Decision No. 46/2024, ruling as follows:

*"It adjudicates the application dated 04.12.2023 with protocol HFF 28278/04.12.2023, after hearing both sides.*

- *It unanimously rejects this, regarding the requests for the imposition and activation against the respondent of the application PAE, of the penalties provided for in Article 25 KIMP (Footballers Status and Transfer Regulations), until the full payment of the amount of 50%, as determined by the final decision No. 533/2014 PEEOD/HFF (A' Committee for the A' Resolution of Economic Disputes/HFF), concerning the monetary claim awarded to the applicant and regarding the execution of the final decision No. 533/2014 PEEOD HFF (A' Committee for the A' Resolution of Economic Disputes/HFF).*
- *It partially accepts, by majority, the application.*

- *It recognizes, by majority, the existence of sports succession between the old, under liquidation, initial debtor Football Public Company, named “PAE OFI” and the respondent new Football Public Company named “OMILOS FILON IRAJLEIOU PODOFAIRIKI ANONYMI ETAITIA” with the distinctive title “PAE OFI 1925”, based in Heraklion, Crete, and legally represented, and consequently its assumption of 50% of the purely athletic debts of the initial debtor PAE towards the claimant.  
(...)”*

19. On 27 September 2024, the Club filed before the HFF CoA and against the Player a request to annul the HFF CoA Decision No. 46/2024 and applied for a retrial.
20. On 30 October 2024, the HFF CoA Decision No. 46/2024 was notified with grounds to the Club and the Player.
21. On 24 January 2025, the HFF CoA issued the Decision No. 3/2025 (the “Appealed Decision”) ruling as follows:

*“The Court hears the application for retrial filed on 29.9.2024, with protocol number HFF 19949/27.92024, in the presence of the parties.*

*Dismisses the application for retrial by majority vote.*

*It orders: a) the forfeiture in favour of the HFF of the amount of five hundred (500,00) Euros of the fee, and b) the fee into the HFF’s fund of the amount of one thousand five hundred (1.500,00) Euros for operating fees, both of which, totaling two thousand (2.000) Euros, paid in advance by the claimant with the fee of HFF no 40663/27.9.2024 for the amount of 2.000,00 Euros.*

*The claimant is ordered to pay part of the costs of the arbitration proceedings, which are set at two hundred (200,00) euros, payable to the court’s registry, and offsets the court costs.*

*The Court Secretary is instructed to promptly notify the parties of the provisions of this decision via electronic mail (e-mail) or facsimile (FAX).*

*It was judged and decided on 20.1.2024, and published on 24/01/2025, at the offices of HFF in Athens (Goudi Park), in an extraordinary session, without the presence of the parties and their legal representatives.”*

22. On 19 February 2025, the Appealed Decision was notified with grounds to the Club and the Player.
23. On 28 February 2025, the Club filed a request for annulment of the HFF CoA Decision No. 46/2024 before the Court of Appeals of Athens and against the Player.

#### **IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

24. On 28 February 2025, the Club filed a Statement of Appeal with the Court of Arbitration

for Sport (“CAS”), pursuant to Article R48 of the Code of Sports-related Arbitration 2023 edition (the “CAS Code”), against the HFF and the Player, to challenge the Appealed Decision. In such Statement of Appeal, the Club requested to submit the present Appeal to a sole arbitrator and the procedure to be conducted in English.

25. On 7 March 2025, the Player informed the CAS Court Office that he had no objection with the appointment of a sole arbitrator and requested that such arbitrator be appointed from the CAS football list. Additionally, the Player accepted English as the language of the present procedure.
26. On 9 March 2025, the HFF informed the CAS Court Office that it agreed with the appointment of a sole arbitrator and accepted English as the language of the procedure.
27. On 10 March 2025, the CAS Court Office, given the Parties’ agreement, confirmed that a sole arbitrator would be appointed pursuant to Article R54 of the CAS Code and that the language of the procedure would be English.
28. On 17 March 2025, the Club requested the appointment of a Greek arbitrator from the CAS football list.
29. On 19 and 21 March 2025 respectively, the Player and the HFF objected the Club’s request of appointing a Greek arbitrator.
30. On 26 March 2025, within the granted extended deadline, the Club filed its Appeal Brief pursuant to Article R51 of the CAS Code. In such Appeal Brief, the Club submitted the following requests for relief:
  - “1. to uphold the present appeal and set aside the challenged decision;
  2. to condemn the Respondents to the payment in the favor of the Appellant of the legal expenses incurred;
  3. to establish that the costs of the arbitration procedure shall be borne by the Respondents.”
31. On 12 April 2025, the HFF submitted a request for termination of the proceedings due to CAS’ lack of jurisdiction. Moreover, the HFF requested the suspension of all time limits pending the outcome of the discussion on CAS jurisdiction.
32. On 14 April 2025, the CAS Court Office invited the Club and the Player to file their position regarding the jurisdiction of the CAS and suspended the deadline to file their Answer to the Appeal Brief.
33. On 15 April 2025, following a Club’s complaint, the CAS Court Office reminded the Parties that, pursuant to Article R59 (7) of the CAS Code, all elements of the proceedings are strictly confidential; accordingly, no facts or information related to the procedure should be disclosed to any third party without the permission of CAS.
34. On 4 and 5 May 2025 respectively, within the granted extended deadline, the Club and the Player filed their position on the jurisdiction of CAS. In his submission, the Player requested to bifurcate the present proceedings in order to resolve the challenge on CAS

jurisdiction by a preliminary award.

35. On 5 May 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the case was composed by:  
  
Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain
36. On 6 May 2025, the HFF stated its preference that the Sole Arbitrator's decision on the CAS jurisdiction be based solely on the Parties' written submissions.
37. On 9 May 2025, the CAS Court Office informed the Parties that the Sole Arbitrator decided to bifurcate these proceedings and to issue a preliminary ruling on jurisdiction. Moreover, the CAS Court Office invited the Club and the Player to state whether they considered that a preliminary hearing limited to the issue of jurisdiction was necessary.
38. On 15 May 2025, the Club agreed to the preliminary ruling on CAS jurisdiction based on written submissions. Furthermore, the Club requested to be granted to either the testimony of the expert Ms. Sofia Spanidou be admitted into the file or submit a written expert opinion by Ms. Spanidou.
39. On the same date, the HFF objected the Club's request to admit Ms. Spanidou testimony or her expert opinion.
40. On 16 May 2025, the Player stated his preference for the Sole Arbitrator to render a decision on CAS jurisdiction based solely in the Parties' written submissions. Moreover, the Player objected the Club's request to admit Ms. Spanidou's testimony or her expert opinion.
41. On 16 June 2025, the CAS Court Office informed the Parties that the Sole Arbitrator decided to allow the examination of Ms. Spanidou, considering that the Club, in accordance with Article R51 of the CAS Code, had announced such witness/expert opinion in its Appeal Brief. The Sole Arbitrator suggested that Ms. Spanidou would be heard either during a hearing with a scope limited the issue of CAS jurisdiction or in writing through an expert opinion which the Respondents would be able to comment in writing.
42. On 24 June 2025, after having heard the Parties' position regarding the medium for the examination of Ms. Spanidou, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Club to submit Ms. Spanidou expert opinion limited to CAS jurisdiction. Moreover, the CAS Court Office informed the Parties that, thereafter, the Respondents would be invited to indicate their preference on the way of conducting Ms. Spanidou's cross-examination.
43. On 1 July 2025, the Club filed Ms. Spanidou's expert opinion.
44. On 4 and 7 July 2025 respectively, the HFF and the Player stated their preference to proceed with Ms. Spanidou's cross-examination in writing.

45. On 15 and 18 July 2025 respectively, the HFF and the Player submitted their responses to Ms. Spanidou's expert opinion.
46. On 28 July 2025, the CAS Court Office informed the Parties that the Sole Arbitrator considered himself sufficiently informed to issue a preliminary ruling on jurisdiction without holding a hearing.
47. On 31 July 2025, following a new Club's complaint, the CAS Court Office reminded the Parties that, pursuant to Article R59 (7) of the CAS Code, all elements of the proceedings were strictly confidential; accordingly, no facts or information related to the procedure should be disclosed to any third party without the permission of CAS.

## V. THE PARTIES' SUBMISSIONS

48. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by them. The Sole Arbitrator, however, has carefully considered, for the purposes of the legal analysis which follows, all the admissible submissions made by the Parties, even if there is no specific reference to those submissions in the following section.

### A. THE CLUB'S POSITION

49. In its Response to the HFF's Request for Termination of the Proceedings, the Club requested the following prayers for relief:

*"1. reject the First Respondent's objection on the grounds of lack of jurisdiction;  
2. confirm the jurisdiction of the Court of Arbitration for Sport (CAS) over the present matter; and  
3. proceed to adjudicate the merits of the appeal.  
On the merits, the Appellant further requests the Sole Arbitrator to:  
4. uphold the present appeal and set aside the challenged decision;  
5. order the Respondents to pay the legal expenses incurred by the Appellant; and  
6. determine that the costs of the arbitration proceedings shall be borne by the Respondents."*

50. The Club's submissions to support the aforementioned prayers for relief can be, in essence, summarized as follows:

*a. Jurisdiction under the HFF regulatory framework*

51. The appeal of decisions of the HFF internal judicial bodies is only permitted after internal remedies have been exhausted. Specifically, Article 21 (1) (a) of the HFF Procedural Rules Governing the Court of Arbitration for Football, August 2024 edition (the "HFF CoA Procedural Rules"), states:

*"Article 21. Appeal to CAS*

*1. An appeal before the Court of Arbitration for Sport (CAS) in Lausanne is permitted only for the cases of paragraph 1 of Article 5, where the Hellenic Court of Arbitration decides in first and final instance, exclusively and only for the following reasons:  
a) for violation of a provision of the Statute and/or Rules and Regulations of the HFF.”*

52. Article 5 (I) (1) of the HFF CoA Procedural Rules states:

*“Article 5. Competencies. Jurisdiction. Disputes covered thereunder*

*I. The Court of Arbitration is competent to adjudicate all disputes concerning matters of financial or other interest which are in principle connected, related to or arise out of football, except for those which, by special provisions of other regulations, fall under the jurisdiction of other Chambers (such as cases concerning team licensing or disputes which fall under the jurisdiction of the first instance of the Committee of First Instance for the Resolution of Financial Disputes (PEEOD), the Football Player’s Status Committee (PSC), etc.). In particular, the Court of Arbitration is competent to adjudicate in first and final instance:*

*1. Disputes between a Football Club, Professional Union, FCA, Association, footballer and mediator with any of the Football Clubs, Professional Unions, FCAs, Associations, footballers or mediators.”*

53. The present dispute falls within the scope of Article 5 (I) (1) of the HFF CoA Procedural Rules, as it involves a professional club affiliated with the HFF and a professional football player. The Dispute concerns contractual obligations and sporting succession issues that are inherently tied to football.

54. The HFF’s argument that retrial decisions fall outside the scope of Article 5 (I) (1) of the HFF CoA Procedural Rules is unconvincing and overly narrow. The underlying dispute remains a sports-related financial matter, not an abstract legal question.

55. The HFF’s restrictive interpretation of Articles 5 and 21 of the HFF CoA Procedural Rules ignores the liberal interpretation of arbitration clauses under Swiss and CAS jurisprudence, particularly under the doctrine of *in dubio pro arbitrato*.

*b. Procedural timeline and exhaustion of internal remedies*

56. Article 20 of the HFF CoA Procedural Rules permits both retrials and appeals as legal remedies against decisions of the HFF CoA. This provision states the following:

*“Article 20. Legal Remedies*

*The decisions of the Arbitral Court are final and not subject to appeal. Exceptionally, an appeal and judicial review of these decisions are permitted in the cases provided for in the following Articles.”*

57. If the legislator intended to provide, as legal remedies, an appeal before CAS or, instead,

a judicial review, this intention should be clearly and unambiguously distinguished in the legal text. Appeals before CAS and judicial reviews are respectively ruled by Articles 21 and 22 of the HFF CoA Procedural Rules.

58. Accordingly, the Club validly exercised its right to retrial (judicial review) and, separately and independently, its right to appeal to CAS. They are not mutually exclusive remedies; rather, the regulatory framework clearly permits both.
59. It would be illogical and procedurally inefficient to lodge an appeal with the CAS prior to filing a retrial application. The Club had legitimate and substantive grounds for seeking a retrial. The exercise of this right was both reasonable and procedurally necessary prior to initiating CAS proceedings.
60. By filing its Statement of Appeal to CAS, the Club complied with a) Article 20 of the HFF CoA Procedural Rules (entitlement to retrial and appeal) and b) Article 21 (1) (a) of the HFF CoA Procedural Rules (appeal to CAS based on a violation of the HFF Statutes or Regulations).
61. The timeline confirms that the Club has acted diligently, in good faith and in compliance with all available procedural remedies, thereby exhausting internal remedies as required by CAS jurisprudence and procedural subsidiarity doctrine.

*c. CAS competence and scope of review*

62. The principle *Kompetenz-Kompetenz* means that it is up to the arbitral tribunal to decide whether the submitted dispute lies within its jurisdiction. Article 186 of the Swiss Federal Act on Private International Law (“Swiss PILA”) gives power to the arbitral tribunal to decide on his own jurisdiction, even if there is a pending procedure between the parties before another arbitral or state court.
63. Article R27 of the CAS Code sets the foundational framework for CAS jurisdiction, and it clarifies that sport-related disputed encompasses not only issues concerning sports *stricto sensu* but also pecuniary matters or other interests related to sport. The threshold for determining whether a dispute is sports-related is interpreted liberally, consistently with the principle *in dubio pro arbitrato*.
64. The Club contests a decision concerning the denial of a retrial in a dispute involving a football club and a professional player, this clearly pertaining to pecuniary interests arising from an employment contract in football and engaging substantive principles of sporting succession and federation procedures, both squarely related to sport. The appeal, even if framed as a challenge to the denial of a retrial, is in essence a challenge to how a sports-related financial dispute has been procedurally and substantively treated under the HFF regulatory framework. Thus, CAS has jurisdiction *rationae materiae* and *ratione personae* pursuant to Article R27 of the CAS Code.

65. Under Article R57 of the CAS Code, CAS panels have full power to review both the facts and the law. CAS jurisprudence has consistently confirmed that its role extends beyond merely assessing the legality of a previous decision, allowing it to render an independent and free-standing decision (CAS 2010/A/2235, CAS 2005/A/1001 and CAS 2008/A/1815).
66. Moreover, Article R57 of the CAS Code grants CAS panels full discretion in deciding appeals, including the power to a) annul and replace the decision of the previous instance by a new decision, b) partially uphold the appeal by amending the decision of the previous instance or c) annul the decision of the previous instance and send the case back to such instance for it to issue a new decision.

*d. Response to specific objections*

67. Article 21 of the HFF CoA Procedural Rules explicitly permits an appeal to CAS from decisions issued in the first and final instance by the HFF CoA in cases involving a) violation of the HFF Regulations and b) implementation of a provision of Greek law that has violated the principle of autonomy enshrined in the HFF Statutes.
68. The Club submits that its appeal falls within the scope of both grounds. Specifically, the appealed decision violated specific HFF Regulations and disregarded fundamental procedural principles, thereby infringing the Club's right to a fair hearing under both HFF Regulations and Swiss Law, which govern these proceedings.
69. The HFF's assertion that the references in Articles 5 and 21 of the HFF CoA Procedural Rules constitute an exhaustive list must be understood in its proper context. Once a dispute falls within the scope of Article 5 of the HFF CoA Procedural Rules, any final decision rendered under that provision is appealable to CAS, subject to the conditions set in Article 21 of the HFF CoA Procedural Rules.
70. The HFF contends that retrial decisions are non-sporting ones and are therefore excluded from CAS jurisdiction. However, CAS jurisprudence recognizes that procedural rulings, when they implicate substantive sporting rights, remain within CAS jurisdiction.
71. The assertion that the list on Article 5 of the HFF CoA Procedural Rules is exhaustive fails to appreciate that the retrial procedure is not a standalone administrative act, but one stemming from an underlying sporting dispute between a club and a player.
72. The HFF mischaracterizes the nature of the appeal and overlooks Article 66 (4) of the HFF Statutes, which reaffirms compliance with CAS decisions, indicating a broad acceptance of CAS as the final arbiter of disputes arising within Greek football.
73. Lastly, the Club rejects the insinuation that this appeal is abusive or procedurally

manipulative. Rather, it is a good-faith effort to ensure that decisions affecting club's financial and legal obligations are made with proper regard for procedural rights, sporting integrity and applicable law.

*e. Ms. Spanidou's expert opinion*

- Compulsory Arbitration under Greek Law.
74. Article 133 of the Greek Sports Law establishes that all statutes, regulations and competition announcements of sports clubs, associations, federations and professional leagues must include a clause stating that anyone involved in such competitions (individuals or organizations) accepts the exclusive jurisdiction of the designated arbitration or disciplinary bodies for resolving sporting disputes. If such clause is not drafted, it will be deemed included by law. No reservations or objections are allowed.
- Jurisdiction of the HFF CoA.
75. Article 5 of the HFF CoA Procedural Rules sets a list of cases in which the HFF CoA is competent, which is intended to be exhaustive; additionally, the mentioned provision also includes an exhaustive list of exceptions in which the HFF CoA is not competent.
76. If the intention of the regulator had been to exclude cases involving judicial review under Article 22 from the jurisdiction of the HFF CoA, such exclusion would have been made explicit.
77. Article 22 of the HFF CoA Procedural Rules, which establishes the possibility of re-examining a case, does not create a new category of disputes within the jurisdiction of the HFF CoA, but rather provides an exception to an already final decision. The nature of the dispute and the parties involved remain unchanged. Accordingly, jurisdiction over a reopened case depends on the nature of the dispute subject to re-examination, provided that the reopening is sought for one of the exhaustively enumerated grounds set forth in the mentioned Article 22 of the HFF CoA Procedural Rules.
78. The unchanged nature of the dispute is proven by the fact that the HFF CoA retains jurisdiction for the re-examination of the contested decision. Re-examination of decisions are not included in the exceptions established in Article 5 of the HFF CoA Procedural Rules; consequently, re-examination falls under the generic provision of Article 5 (I) of the HFF CoA Procedural Rules.
- Nature of judicial review under Article 22 of the HFF CoA Procedural Rules.
79. Article 22 of the HFF CoA Procedural Rules, that establishes the judicial review, explicitly incorporates by reference Articles 544 and 897 of the Greek Code of Civil Procedure, which outline the grounds and procedural conditions for reopening or

annulment of final decisions. In doing so, the HFF has intentionally aligned the internal arbitration mechanism with the procedural safeguards of the Greek civil justice system. Under this structure, a retrial application is not an independent dispute but a remedy available to a losing party under specified conditions.

- CAS jurisdiction under Article 21 of the HFF CoA Procedural Rules.

80. Article 21 of the HFF CoA Procedural Rules provides that an appeal to CAS is available only in cases decided by the HFF CoA of Arbitration in first and final instance, and only on the grounds of either a violation of the HFF Statutes or Regulations or the misapplication of Greek state law in a manner that undermines the HFF's autonomy as protected by the statutes of FIFA and UEFA. Both of these grounds are relevant to the case at hand. The rejection of the retrial application arguably constitutes a violation of procedural guarantees under the HFF's own rules and may also represent a misapplication of Greek procedural law inconsistently with the principle of sporting autonomy.
81. Given that the rejection of the retrial request is a final decision rendered by the HFF CoA acting in first and final instance, it satisfies the jurisdictional threshold for CAS appeals set forth in Article 21(1) of the HFF CoA Procedural Rules. The substance of the dispute remains unchanged and relates to whether the Club bears liability as a sporting successor of the Old Club, this is a classic sporting dispute with financial implications.

- CAS jurisdiction under the CAS Code and Swiss Law.

82. Article R47 of the CAS Code allows appeals to CAS when the statutes or regulations of the relevant sports federation provide so, and internal remedies have been exhausted. In this case, the HFF CoA Procedural Rules expressly allow appeals to CAS from final decisions of the HFF CoA subject to the conditions enumerated in Article 21, which are met. Furthermore, the underlying dispute, involving the financial consequences of legal succession between clubs and a player, is undeniably sports-related.

- Procedural integrity and subsidiarity.

83. It would be procedurally illogical and legally inconsistent to require a party to bypass a retrial request before filing an appeal with CAS. The principle of subsidiarity, which is embedded in the CAS Code requires that all internal remedies – including retrial applications – be exhausted before CAS becomes competent. The HFF CoA Decision No. 3/2025 is final, affects the Club's rights directly and is therefore subject to CAS review.

## **B. THE HFF'S POSITION**

84. In its Request for the Termination of the Proceedings, the HFF presented the following requests for relief:

“(…) *on a primary basis,*

- *First Respondent would respectfully request that the Division President or the Sole Arbitrator (if they have been appointed) dismiss the Appeal for lack of jurisdiction.*
- *Order the Appellant to pay all costs and disbursements arising out of this Arbitration, to the total of €16,000.*

*In the alternative,*

- *First Respondent would respectfully request that the Division President or the Sole Arbitrator (if they have been appointed) dismiss the Appeal, as it is abusive, frivolous and prejudicial.*
- *Order the Appellant to pay all costs and disbursements arising out of this Arbitration to the total of €16,000.”*

85. The HFF’s submissions to support the aforementioned prayers for relief can be, in essence, summarized as follows:

*a. Background*

86. The HFF notes that the present appeal concerns an application for a retrial. The Club has not sought to register an appeal to CAS in respect of the decisions taken by the HFF disciplinary tribunals on the matter of sporting succession; rather, the Club elected to pursue an appeal against the decision that relates to a non-sporting matter, and which is already being deliberated by the Hellenic civil courts.

87. Notwithstanding the fact that the Club omitted that it has already registered a similar matter before the Hellenic civil courts, the HFF submits that the sole purpose of the present Appeal before CAS is to delay the legal and administrative proceedings before the Hellenic fora and, further, to avoid and bypass the execution of the decision on the issue of the sporting succession.

*b. CAS jurisdiction*

88. Pursuant to Article R47 of the CAS Code, in order for CAS to have jurisdiction to decide an appeal, the statutes and regulations of the sports body that issued the decision must expressly recognise CAS as an arbitral body of appeal (CAS 2005/A/952). This is not the case in the present proceedings.

89. Matters that have as merits the possibility of re-opening a case are considered to be matters of extraordinary remedial measures. Even if a rule of a national federation allows for the re-opening of a case, this cannot be taken to mean that it is an internal remedy for the requirements of Article R47 of the CAS Code (CAS 2009/A/1834).

90. The applicable regulations to the proceedings are the HFF CoA Procedural Rules, from which Articles 5 and 21 set out the competence, jurisdiction and types of disputes that can be appealed to CAS. Nothing in the mentioned articles attributes jurisdiction to CAS for matters related to a retrial.

91. Article 21 of the HFF CoA Procedural Rules is prescriptive and explicit in terms of the types of disputes that can be appealed to CAS by emphasizing that “*is permitted only for*

*the cases of paragraph I of Article 5”.*

92. Article 5 of the HFF CoA Procedural Rules confirms the HFF CoA’s competence to adjudicate as a final instance tribunal and specifies the types of disputes upon which it can adjudicate. Moreover, to reinforce its restriction and for the avoidance of any doubt Article 5 of the HFF CoA Procedural Rules states that the list therein is exhaustive.
93. The drafting of Article 21 of the HFF CoA Procedural Rules is unequivocal that CAS does not have jurisdiction to rule on matters of retrial which are non-sporting matters.
94. Article 22 of the HFF CoA, to which the Club refers, is not applicable as it deals exclusively with matters of judicial review and only before the national fora. The HFF CoA is the first and final arbiter of such disputes and no resource to CAS is permitted for such matters.
95. If the legislator had a clear intention for retrial matters to be appealed to CAS it would have stated so in the relevant provisions.
96. Article R27 of the CAS Code grants CAS the freedom to refuse to handle a case if it is not related to sport. In the present case, the retrial is not connected with sport.
97. Article 66 (3) of the HFF Statutes, September 2024 edition, (the “HFF Statutes”) sets the following:  
  
*“The decisions taken by an independent and legally established Court of Arbitration of HFF, are irrevocable, not allowing the further appeal before the Court of Arbitration of Sport (CAS) in Lausanne.”*
98. There is no blanket provision granting the right to appeal to CAS to anyone in respect of any dispute, such rights of appeal are delineated in the HFF Statutes and Regulations; in any event, such matters would have been extended to matters of retrial.
99. CAS has recognised the authority of a national federation to enact regulations allowing for an appeal to CAS against a certain category of its decisions, while disallowing the appeals for others (CAS 2008/A/1571, CAS 2010/A/2170 & 2171 and CAS 2013/A/3058).

*c. HFF’s cross-examination on Ms. Spanidou’s expert opinion*

- Preliminary issues
100. As an initial matter, the HFF respectfully submits that Ms. Spanidou lacks the credibility required of experts at this level and it appears erroneous, arbitrary and capricious.
  101. Ms. Spanidou’s reference to Articles 544 and 897 of the Greek Code of Civil Procedure is irrelevant, as the provisions contained therein are not applicable to the issues discussed in the present matter. The entire Greek Code of Civil Procedure can only be utilized in a supplementary manner where there is a gap in the HFF Regulations and only at a procedural level, not substantive. Therefore, the HFF CoA Procedural Rules prevail over

the Greek Code of Civil Procedure.

- Jurisdiction of the HFF CoA

102. Ms. Spanidou asserts that “*if the intention of the regulator had been to exclude cases involving judicial review under Article 22 from the jurisdiction of the CoA, such exclusion would have been made explicit - just as it was in Article 5 IIP*”. Such statement mixes up the two distinct concepts of judicial review and re-opening of a case.

103. Ms. Spanidou suggests that Article 22 of the HFF CoA Procedural Rules creates an exception that does not exist, such Article does not deal with appeals to CAS nor with the re-opening of a case. Article 21 of the HFF CoA Procedural Rules deals exclusively with appeals to CAS and is prescriptive and explicit in terms of the types of disputes that can be appealed to CAS. Ms. Spanidou suggests that an appeal to CAS on reopening matters may be permitted even though the exhaustive list does not allow appeals on reopening matters, which is a concept difficult to follow.

104. Furthermore, Article 22 of the HFF CoA Procedural Rules state that a matter of re-opening could be filed for the reasons contained in Articles 544 and 897 of the Greek Code of Civil Procedure, which does not mean that such Code is applicable.

- Nature of the judicial review under Article 22 of the HFF CoA Procedural Rules

105. Ms. Spanidou misunderstood the intention of the regulator with Article 22’s reference to Articles 544 and 897 of the Greek Code of Civil Procedure. The HFF did not align its arbitration mechanisms with those of the Hellenic civil justice system; instead, the HFF’s primary responsibility is to align its procedures with those of FIFA and UEFA. Accordingly, the HFF gives emphasis on the supremacy of the HFF CoA Procedural Rules and instructs how Articles 544 and 897 of the Greek Code of Civil Procedure can be applied additionally in matters of a re-opening before the CoA.

- CAS jurisdiction under Article 21 of the HFF CoA Procedural Rules

106. Ms. Spanidou mixes up the dichotomy between self-regulation and national procedural law when she asserts that a rejection of the retrial application may violate the HFF Regulations and may imply a misapplication of the Greek procedural law. As said, Article 21 of the HFF CoA Procedural Rules is not capable of generating appeals to CAS.

107. The HFF draws the attention to the fact that Ms. Spanidou avoids the substance of the present appeal by referring to sporting succession. Sporting succession was the subject of a different case that the Club lost before and which it failed to file an appeal to CAS by challenging the HFF CoA Decision No. 46/2024.

- CAS jurisdiction under the CAS Code and Swiss law

108. Ms. Spanidou misunderstood the application of Article R47 of the CAS Code and Article 186 of the Swiss PILA. Matters that have as merits the re-opening of a case are considered of extraordinary remedial measure and do not give rise to an appeal method. Even if a

rule of a national federation allows the re-opening of a case, this cannot be taken to mean that it is an internal remedy for the requirements of Article R47 of the CAS Code.

- Procedural integrity and subsidiarity

109. The principle of subsidiarity recognises that CAS should generally defer to the decisions of sport governing bodies as they have a degree of autonomy and expertise in their field (CAS 2016/A/4595).

### **C. THE PLAYER'S POSITION**

110. In its Response to the HFF's Request for Termination of the Proceedings, the Player requested the following prayers for relief:

- "a. Accept the First Respondent's Request for termination of the present proceedings and dismiss the appeal at hand for lack of CAS' jurisdiction;*
- b. Accept the Second Respondent's motion to bifurcate the present proceedings;*
- c. Order the Appellant to pay the CAS arbitration costs and a contribution towards the Second Respondent's legal expenses in the amount of EUR 6.000 (six thousand euros)."*

111. The Player's submissions to support the aforementioned prayers for relief can be, in essence, summarized as follows:

#### *a. Comments on CAS jurisdiction*

112. According to Article R47 of the CAS Code, there is no blanket rule entitling a party to appeal a decision before CAS. Such an option arises only in case it is expressly stipulated in the regulations of the respective federation, association and/or sports-related body; in other words, an arbitration agreement (either direct or indirect) is a mandatory precondition of CAS' jurisdiction.

113. Article 66 of the HFF Statutes stipulates that an appeal before CAS can be filed only against a "*final and binding decision of the Appeals Committee of the HFF*". Article 66 (3) of the same set of rules expressly cites that "*the decisions taken by an independent and legally established Court of Arbitration of HFF, are irrevocable, not allowing the further appeal before the Court of Arbitration of Sport (CAS) in Lausanne.*".

114. The latter provision leaves no room for interpretation; the HFF CoA decisions cannot be appealed before CAS, thus the Club's Appeal does not fall under the umbrella of any arbitration agreement. Had the HFF intended to enable such an option, a relevant provision should have been included in the Statutes, or at least an exception in a lower hierarchy regulation as the HFF CoA Procedural Rules.

115. Attending to the Club's argument that CAS jurisdiction is based on Article 21 of the HFF CoA Procedural Rules, such provision stipulates that the defeated party may only appeal

decisions issued by the HFF CoA in first and final instance proceedings in the cases stipulated in Article 5(I) HFF CoA Procedural Rules, which is not the case at hand. Any other case does not fall under this arbitration scope and therefore CAS lacks jurisdiction to hear any relevant appeal.

116. Article 5 (I) of the HFF CoA Procedural Rules includes an exhaustive list of cases that the HFF CoA may adjudicate in first and final instance, such list includes no reference to retrial related cases. The legal concept of retrial is regulated in Article 22 of the HFF CoA Procedural Rules.
117. Therefore, it is safe to conclude that the HFF does not enable appeals before CAS against retrial decisions. Otherwise, Article 22 of the HFF CoA Procedural Rules would have been expressly mentioned in Article 5 (I) or 21 of the same HFF CoA Procedural Rules.
118. The foregoing position is further substantiated through a teleological interpretation. Pursuant to the combined provisions 5(I) and 21 of the HFF CoA Procedural Rules, the HFF has identified a precisely circumscribed group of cases that may be subject to appeal before CAS. Accordingly, the aggrieved party is entitled to seek recourse to CAS, acting in this context as a “second instance body” against a HFF CoA decision that adjudicated the substantive merits in a “first and final instance” process.
119. Furthermore, in accordance with Article 22 of the HFF CoA Procedural Rules, a party may file a retrial request against a HFF CoA decision in case no other legal remedy is available. The domestic judicial bodies are exclusively competent to adjudicate over these requests.
120. Conversely, should the Club’s position be adopted –namely, that decisions rendered by the HFF CoA in retrial requests are subject to appeal before the CAS–, a legal paradox of subversive consequence would arise. In *lieu* of, or in addition to, filing a direct appeal before CAS against the HFF CoA decision, a party could strategically submit multiple requests for review within the one year-period prescribed under Article 22 of the HFF CoA Procedural Rules. Thereafter, such party could appeal each subsequent retrial-related decision before CAS, effectively inviting the latter to conduct a *de novo* examination of the entire dispute, thereby circumventing the finality of decisions.
121. Under the Club’s theory, instead of CAS acting in its designated role as a “second instance” adjudicatory body, it would be compelled to function as a “quasi-third instance” tribunal.
122. Moreover, the present dispute is concurrently pending before two distinct judicial fora, namely the civil courts of Athens and CAS. Nevertheless, it may reasonably be asserted that neither forum possesses jurisdiction to adjudicate the respective claims. The aforesaid actions taken by the Club under its strategy engages a forum shopping.

*b. Player’s cross-examination on Ms. Spanidou’s expert opinion*

- Preliminary issue

123. The Player respectfully expresses its reservations regarding whether Ms. Spanidou possesses the requisite expertise and relevant professional experience to be regarded as an expert in the matter at hand.
- Relevant legal framework
124. Ms. Spanidou made no reference whatsoever to the HFF Statutes, and, specifically, to its Article 66, which explicitly prohibits any appeal against HFF CoA Decisions, notwithstanding that the HFF Statutes occupy the highest tier within the regulatory hierarchy governing the Greek football framework.
125. Furthermore, Articles 544 and 897 of the Greek Code of Civil Procedure bear no material relevance to the dispute at hand. Such Articles apply only as an exceptional measure, and solely where there is a *lacuna* in the HFF CoA Procedural Rules regarding requests for retrial. No such *lacuna* exists in the present proceedings, and, thus, reliance on these Articles is misplaced and procedurally unjustified.
- Compulsory arbitration under Greek law
126. While commenting the compulsory arbitration under Greek law regarding sporting-related cases, Ms. Spanidou fails to reference the lawsuit for annulment filed by the Club before the Court of Appeals of Athens against the HFF CoA Decision No. 46/2024.
127. Therefore, the Appellant has established *quasi* four instances for the present dispute, *i.e.* first instance before the HFF CoA, retrial request, appeal to CAS and lawsuit for annulment before the Court of Appeals of Athens.
- Jurisdiction of the HFF CoA
128. The Player does not challenge that the HFF CoA was competent to hear the Club's retrial request; rather, the Player objects the affirmation according to which the Club retained the option to appeal before the CAS against the retrial-related HFF CoA Decision No. 3/2025.
129. The exception provided in Article 5 (III) of the HFF CoA Procedural Rules is entirely unrelated to the issue at stake, as it addresses the type of cases in which an appeal cannot be filed before the HFF CoA.
130. Ms. Spanidou erroneously suggests that the HFF CoA Procedural Rules apply as an exception to the Greek Code of Civil Procedure. However, this assertion is inaccurate, as the HFF CoA Procedural Rules constitute the *lex specialis* governing the matter at hand, whereas the Greek Code of Civil Procedure would apply only in a subsidiary manner in the event of a *lacuna*, which is not applicable *in casu*.
131. Moreover, it must be noted that the HFF CoA Decision No. 46/2024 is of a sport-related nature, as it adjudicated the substantive merits of the case. Conversely, the Appealed Decision (HFF CoA Decision No. 3/2025) was rendered following the Club's Request for Retrial which exclusively concerned alleged procedural flaws. Therefore, the

Appealed Decision is entirely disconnected from the sport-related merits of the underlying dispute.

- The Nature of judicial review under Article 22 of the HFF CoA Procedural Rules

132. Ms. Spanidou fails to make reference to Article 22 (1) of the HFF CoA Procedural Rules which provides that “*judicial review of a case is permitted by the losing parties in whole or in part against decisions that conclude a trial and against whom no other legal remedy is available*”.

133. Consequently, the Expert Opinion overlooks that the Club voluntarily waived its right to lodge an appeal against HFF CoA Decision No. 46/2024, which adjudicated the substantive merits of the dispute; instead, the Club opted to file a retrial request limited to alleged procedural flaws.

- CAS jurisdiction under Article 21 of the HFF CoA Procedural Rules

134. As previously elaborated, Article 66 of the HFF Statutes explicitly prohibits filing an appeal with the CAS against a decision rendered by the HFF CoA. Even assuming that an appeal could be lodged, such a path is strictly confined to the specific categories of cases enumerated exhaustively under Article 5 (I) of HFF CoA Procedural Rules. There is no reference to retrial-related proceedings or to Article 22 of the same rules.

- CAS jurisdiction under the CAS Code and Swiss law; Procedural integrity and subsidiarity

135. The retrial request does not fall within the ambit of Article R47 of the CAS Code. Such request constitutes an extraordinary legal tool, applicable solely in exceptional circumstances and strictly confined to the ground enumerated in Article 22 of the HFF CoA Procedural Rules. As such, it does not establish an additional instance of adjudication within the domestic legal structure, nor does it form part of the ordinary sequence of appealable decisions.

136. It shall be underlined that Ms. Spanidou avoids mentioning that within the national legislation of Greece, no appeals are established against retrial-related decisions.

## VI. LEGAL ANALYSIS

137. The issue of whether CAS has jurisdiction to hear the present dispute must be assessed on the basis of the *lex arbitri*. Pursuant to Article R28 of the CAS Code, Switzerland is the seat of the present arbitration. Moreover, none of the Parties is domiciled in Switzerland. Accordingly, the provisions of the Swiss PILA apply, pursuant to its Article 176 (1).

138. Article 186 (1) of the Swiss PILA affirms the well-established *Kompetenz-Kompetenz* principle by stating that the “*arbitral tribunal shall decide on its own jurisdiction*”. Similarly, Article R55 (5) of the CAS Code establishes that “[T]he panel shall rule on its

*own jurisdiction. It shall rule on its jurisdiction irrespective of any legal action already pending before a State court or another arbitral tribunal relating to the same object between the same parties, unless substantive grounds require a suspension of the proceedings*". In addition, this principle has been consistently upheld in CAS jurisprudence (*inter alia*, CAS 2021/A/8031).

139. In light of the Parties' submissions, the Sole Arbitrator considers it peremptory to clearly identify the Appealed Decision, the nature of the dispute and the scope of the present procedure, in order to assess, subsequently, whether CAS has jurisdiction in the matter.
140. As seen, after several proceedings before several HFF's adjudicatory bodies, the most relevant decisions involving the Parties are the HFF CoA Decisions No. 46/2024 and 3/2025.
141. In essence, the HFF CoA Decision No. 46/2024 ruled that the Club, as the sporting successor of the Old Club, is liable to overdue payables to the Player. After being notified of the operative part of the aforementioned decision, the Club decided to file a Retrial Request before the same HFF CoA. The HFF CoA, through its Decision No. 3/2025, denied the Club's Retrial Request.
142. Under this scenario, the Club presented an appeal before CAS against the HFF and the Player, challenging the HFF CoA Decision No. 3/2025.
143. The Sole Arbitrator identifies that the present procedure solely concerns the HFF CoA Decision No. 3/2025, irrespective of the previous proceedings that had involved the Parties.
144. In fact, the Sole Arbitrator finds that the HFF CoA Decisions No. 46/2024 and 3/2025 had different nature and scope of review. While the HFF CoA Decision No. 46/2024 involved the substantive matters of the Club's liability towards the Player as sporting successor, the HFF CoA Decision No. 3/2025 did not debate such substantive matters but solely the procedural possibility of having a retrial.
145. Moreover, the HFF CoA Decision No. 46/2024 is considered of a horizontal nature between the Club and the Player, while the HFF CoA Decision No. 3/2025 involves a vertical request from the Club to the HFF CoA for granting a retrial.
146. The Sole Arbitrator's considerations are further confirmed by analyzing the operative part and grounds of both decisions which do not share the same requests for relief.
147. Having established the nature of the Appealed Decision, the Sole Arbitrator reminds that the proper scope of review of the present procedure is also established and limited by the scope of review of the procedure that led to the Appealed Decision. This is, in the case at hand, the Retrial Request presented by the Club.
148. In relation to the CAS Panel's scope of review and its *de novo* power of review, the Sole Arbitrator recalls that in the legal doctrine (MAVROMATI D. / REEB M. The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials, Kluwer 2015, n. 18, 54 & 55, pp. 509 & 522) the following appreciations were stressed:

*"[S]uch de novo review cannot be construed as being wider than the power of the body*

*that issued the decision appealed against and the general limits of Article 190 paragraph 2 PILA (and in particular the principle of ne ultra petita) should be respected.”*

*“There are also some other general limits to CAS’ full power of review, inherent to the nature of Article R57 and CAS as an arbitral institution. First, the de novo power of review cannot be construed as being wider than that of the appellate body.*

*In a similar context, the power of review is also limited to the issues addressed in the challenged decision(s) and not to the decision(s) prior to that.”*

149. Such findings have also been confirmed by CAS jurisprudence, e.g. the panel of the case CAS 2021/A/8413 indicated the following:

*“Article R57 para. 1 of the Code generally grants CAS panel the power to review the appealed decision de novo. However, this power of the panel is limited to the scope of the dispute of the previous instance. Indeed, if, according to Article R57 para. 1 of the Code, the Panel has full power to review the facts and the law, it is clear from constant CAS case law, that these powers are limited to the matter in dispute before it and cannot go further than what was at dispute before the previous instance (cf. CAS 2006/A/1206 para. 25; CAS 2010/A/2090 para. 7.22; CAS 2019/A/6483).”*

150. Accordingly, the Sole Arbitrator evaluates the jurisdiction of the CAS solely in relation to the Appealed Decision, *i.e.* HFF CoA Decision No. 3/2025.

151. The referred CAS jurisdiction derives from Article R47 of the CAS Code, that provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.*

152. By multiple references, that duly consider Article R47 of the CAS Code, the Parties agree that the relevant regulations for assessing CAS jurisdiction are the HFF Regulations.

153. At the outset, the Sole Arbitrator notes that Article 66 (2) and (3) of the HFF Statutes provides the following:

*“2. CAS shall be competent to hear, in the last instance, any appeal against a final and binding decision of the Appeals Committee of HFF, in accordance with the specific provisions of article 62 hereof and the relevant HFF regulations to this regard.  
3. The decisions taken by an independent and legally established Court of Arbitration of HFF, are irrevocable, not allowing the further appeal before the Court of Arbitration of Sport (CAS) in Lausanne”*

154. Notwithstanding the above, Articles 20, 21 (1) and 22 (1) of the HFF CoA Procedural Rules include several relevant provisions to address CAS jurisdiction in the present procedure. Such Articles state as follows:

- *“Article 20. Legal Remedies*

*The decisions of the Arbitral Court are final and not subject to appeal. Exceptionally, an appeal and judicial review of these decisions are permitted in the cases provided for in the following Articles.”*

- *“Article 21. Appeal to CAS*

*1. An appeal before the Court of Arbitration for Sport (CAS) in Lausanne is permitted only for the cases of paragraph I of Article 5, where the Hellenic Court of Arbitration decides in first and final instance, exclusively and only for the following reasons:*

*a) for violation of a provision of the Statute and/or Rules and Regulations of the HFF,*

*b) for the implementation of a provision of the Greek State law that violates the right to self-government and autonomous operation of the Hellenic Football Federation, as enshrined in its Statute and constitutes its basic obligation in accordance with the statutes of FIFA and UEFA. ”*

- *“Article 22. Judicial Review*

*1. The judicial review of a case is permitted by the losing parties in whole or in part against decisions that conclude a trial and against whom no other legal remedy is available, and exclusively in the following cases:*

*a. if in the same case, decisions that contradict each other were issued for the same disputing parties who had appeared in the same capacity, from the same or different sports body.*

*b. If any of the other cases referred to in Article 544 of the Code of Civil Procedure occurs.*

*c. If any of the grounds for annulment of an arbitral award referred to in Article 897 of the Code of Civil Procedure applies.*

*d. If the actual facts on which the value judgment of the award is based are non-existent or self-evidently incorrect. ”*

155. Lastly, Article 5 (I) of the HFF CoA Procedural Rules, which is referred to by Article 21 of the same regulations, provides as follows:

*“Article 5. Competencies. Jurisdiction. Disputes covered thereunder*

*I. The Court of Arbitration is competent to adjudicate all disputes concerning matters of financial or other interest which are in principle connected, related to or arise out of football, except for those which, by special provisions of other regulations, fall under the jurisdiction of other Chambers (such as cases concerning team licensing or disputes which fall under the jurisdiction of the first instance of the Committee of First Instance for the Resolution of Financial Disputes (PEEOD), the Football Player’s Status Committee (PSC), etc.). In particular, the Court of Arbitration is competent to adjudicate in first and final instance:*

1. *Disputes between a Football Club, Professional Union, FCA, Association, footballer and mediator with any of the Football Clubs, Professional Unions, FCAs, Associations, footballers or mediators.*
2. a. *Disputes between groups of professional categories referred to in Article 21 para 4 of RSTP.*  
b. *For the imposition of additional sporting sanctions, in first and last instance, in accordance with Article 14 para 9 of RSTP.*
3. *Appeals against decisions of the HFF Chambers related to the organisation of HFF matches and events (Events Committee, Cup Committee, Women's Football Committee, etc.). Concerning these appeals, the disputing party(ies) to the appeal are necessarily the group(s) that have a direct legal interest and are affected by the possible annulment of the decision against which the appeal is directed, while the HFF may also appear in defense of the decision of its Chamber.*
- 4.: a. *Disputes that arise during the electoral process of the HFF Member Associations or are related to the Electoral Code of Conduct (such as impediments to eligibility, etc.).*  
b. *Disputes related to annulment of decisions of the Boards of Directors/Executive Committee or the General Assemblies of the Associations-members of the HFF or of the Clubs-members of the Associations*
5. *The appeals pertaining to the following Article of members of the Board of Directors/Executive Committee of clubs-members of the Associations or Associations-members of the HFF or of the HFF who have been declared disqualified to be reinstated, provided that the reason for their disqualification has ceased to exist.*

*The above list is exhaustive.”*

156. Accordingly, the Sole Arbitrator notes that Article 66 of the HFF Statutes seems to, in principle, enable the possibility of having decisions under appeal before CAS only for decisions taken by the HFF Appeals Committee, but not the ones of the HFF CoA, as the latter “*are irrevocable, not allowing the further appeal before the Court of Arbitration of Sport (CAS) in Lausanne*”. However, the HFF CoA Procedural Rules establish in its Article 21 an exception for such rule.
157. Nonetheless, the option of filing an appeal before CAS pursuant to Article 21 of the HFF CoA Procedural Rules is limited by the same Article as it is “*permitted only for the cases of paragraph I of Article 5, where the Hellenic Court of Arbitration decides in first and final instance, exclusively and only for the following reasons: (...)*”.
158. In consequence, before assessing if the appeal is permitted under Article 21 of the HFF CoA Procedural Rules, it needs to be ensured that the Appealed Decision involves one of the cases established in paragraph I of Article 5 of the same set of rules.
159. By comparing the nature of the present case, as already clarified, and the types of disputes established in paragraph I of Article 5 of the HFF CoA Procedural Rules, the Sole Arbitrator considers that the present dispute, *i.e.* the Club’s Retrial Request, is not

included in the exhaustive list of cases of the mentioned Article 5 (I). Therefore, the present dispute cannot be heard by CAS as it does not have jurisdiction for it.

160. Furthermore, in relation to Article R47 of the CAS Code, the abovementioned doctrine in MAVROMATI D. / REEB M., The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials, Kluwer 2015, p.389) emphasizes the following:

*“It must also be noted that the CAS Court Office (and subsequently the Panel) does not only control the existence of the arbitration clause / agreement but also its scope, and more precisely its applicability to the dispute at hand. In some cases, the rules of federations limit the right of appeal to the CAS to a specific kind of disputes. Indeed, the choice whether to confer a wide right of challenge or a more restrictive one is a matter of policy of the sports body. If the wording of the rule shows that the appeal to the CAS is limited to a specific number of cases, it must be examined whether the dispute at hand falls under the cases listed therein.”*

161. For the sake of completeness, the Sole Arbitrator notes that, even if Article 20 of the HFF CoA Procedural Rules includes as a legal remedy for a HFF CoA decision an appeal to CAS or a judicial review, both remedies are ruled differently in separate articles with no reference nor systematic connection to each other.

162. In light of the above, the CAS does not have jurisdiction to rule on the present appeal.

## VII. COSTS

(...)

\*\*\*\*\*

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The Court of Arbitration for Sport does not have jurisdiction to adjudicate the appeal filed on 28 February 2025 by OFI Crete FC.
2. (...).
3. (...).

Seat of arbitration: Lausanne, Switzerland

Date: 26 March 2026

## **THE COURT OF ARBITRATION FOR SPORT**

José Juan Pintó Sala  
Sole Arbitrator