



QUARTERLY REPORT ON

CAS Football Awards

JANUARY - MARCH

2026 Edition

Content

» Court of Arbitration for Sport	5
FIFA Football Tribunal	6
Dispute Resolution Chamber	6
CAS 2025/A/11857 A v. B & FIFA	7
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	10
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	17
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	20
CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	24
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	27
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	30
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	33
Players' Status Chamber	36
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	49
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	59
CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	62
CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA	65

TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	74
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	77
FIFA Judicial Bodies	80
Disciplinary & Appeal Committees	80
CAS 2025/A/11319 A v. FIFA & B	81
CAS 2025/A/11887 A v. FIFA	84
CAS 2025/A/11897 A v. B & FIFA	88
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	91
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	94
CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA	98
FIFA Clearing House	101
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	102
CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC	105
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	108
Other FIFA cases	111
CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA	112
Non-FIFA cases	115
CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	116

TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	119
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	122
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	125
CAS 2025/A/11399 Cătălin Sărmășan Football Management S.R.L. v. Fotbal Club CFR 1907 Cluj S.A.	128
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	131
TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)	134
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	137
CAS 2024/A/10914 Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club	140
TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	143
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	146
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	149
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	152
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	155

» Other landmark cases	158
Court of Arbitration for Sport Non-football	159
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	160
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	163
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	166

» Case law table	169
» Law & Regulations table	193
» Issues & Keywords table	206
» Disclaimer	218



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Football Tribunal

01

Dispute Resolution Chamber

FIFA Football Tribunal

02

Players' Status Chamber

FIFA Judicial Bodies

03

Disciplinary & Appeal Committees

FIFA Judicial Bodies

04

Ethics Committee

05

FIFA Clearing House

06

Other FIFA cases

07

Non-FIFA cases

TAS
Tribunal Arbitral du Sport
CAS
Court of Arbitration for Sport

FIFA®

Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Football Tribunal

Dispute Resolution Chamber



CAS 2025/A/11857

A v. B & FIFA

Reference number: [CAS 2025/A/11857](#)

Order date: 23 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT
Club A	Player B
LEGAL TEAM Uno-One Legal in Valencia Spain Josep Francesc Vandellòs Alamilla Attorney-at-law Saksham Samarth Attorney-at-law Shahin Shirvani Attorney-at-law	LEGAL TEAM Sports & Justice in Cairo, Egypt Islam Hisham Attorney-at-law
CAS APPEALS ARBITRATION DIVISION Deputy president. Elisabeth Steiner Attorney-at-law in Switzerland	RESPONDENT IF Fédération Internationale de Football Association (FIFA)  Switzerland LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Cristina Pérez González Senior legal counsel

CATEGORY

Procedural

ISSUES

provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37
PILA; art. 183

LANGUAGE

English

KEYWORDS

irreparable harm; request for stay

CASE LAW CITED

- » **Irreparable harm, burden of proof:** CAS 2005/A/916; CAS 2014/A/3642; CAS 2020/A/7310; CAS 2023/A/9943; CAS 2023/A/10091; CAS 2025/A/11319.
- » **Irreparable harm, requirements:** CAS 2014/A/3642.
- » **Request for stay, irreparable harm test:** CAS 2007/A/1370-1376; CAS 2008/A/1630.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue

Does the club meet the requirements for the grant of a stay?

No, the club does not meet the requirements.

CAS 2025/A/11857

A v. B & FIFA

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

- / **13 November 2024**: player filed claim
- / **6 June 2025**: decision rendered

**Before the Court of Arbitration for
Sport**

- / **20 October 2025**: club filed statement of appeal
- / **20 October 2025**: club requested stay
- / **4 November 2025**: FIFA objected
- / **9 November 2025**: player objected
- / **23 December 2025**: CAS Appeals Arbitration Division deputy president issued order

Background

The player and the club signed an employment agreement on 13 August 2023. The club loaned out the player to an Iranian club on the same date for a full season. Upon returning from his loan spell, the player sent a formal notice to the club regarding an alleged deregistration of his employment contract and his exclusion from the training sessions of the club. The club failed to reply to this letter.

The player entered into negotiations with a second Iranian club on 28 August 2024. In addition, the player sent a further formal notice to the club on 1 September 2024, reiterating his position. Yet again, the club failed to reply to this letter. The player signed a new employment agreement with a third Iranian club on 17 September 2024 and, subsequently, amended the duration of the contractual relationship.

The player filed a claim before the FIFA DRC against the club for breach of contract on 13 November 2024, requesting compensation. The FIFA DRC rendered its decision on 6 June 2025, partially accepting the player's claim.

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

» CAS 2025/A/11857 A v. B & FIFA

MAIN LEGAL FINDINGS

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

Main issue

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

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

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

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

As such, general allegations of potential harm do not suffice to establish irreparable harm without any concrete evidence to justify damage or potential damage. In addition, registration bans imposed on football clubs do not constitute a risk of irreparable harm automatically simply because a club is banned from registering new players. A speculative future that may or may not materialize is a mere hypothetical scenario devoid of proof.

The CAS Appeals Arbitration Division deputy president notes that the club received the grounds of the FIFA DRC decision on 30 September 2025 and did not file its appeal until 20 October 2025. Moreover, it requested extensions of its time limit to file its appeal brief, representing an additional extension amounting to 38 days. The club also did not request expedited proceedings. As such, the club self-inflicted any harm through its procedural behaviour, at least to some extent, if it fully serves the registration ban before a final award.

The club merely alleged a risk of irreparable harm but did not produce any evidence to prove it. As such, the club failed to discharge its burden of proving that the FIFA-imposed registration ban constitutes an actual risk of irreparable harm. Asserting that it would become increasingly difficult to field a competitive line-up in the event of suspensions and/or injuries is a speculative future and a hypothetical scenario. Accordingly, the club failed to meet the criterion of irreparable harm.

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

CAS 2025/A/11296

Maccabi Bnei Reineh v. Mark Kostza

Reference number: [CAS 2025/A/11296](#)

Award date: 9 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Maccabi Bnei Reineh	 Israel	Player Mark Kostza	 Hungary
LEGAL TEAM Goldfarb Gross Seligman & Co. in Tel Aviv, Israel Boaz Sity Attorney-at-law		LEGAL TEAM Go 4 Sports AG in Lucerne, Switzerland Zoran Rasic Attorney-at-law	
SOLE ARBITRATOR		José Juan Pintó Sala Attorney-at-law in Barcelona, Spain	

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

evidence; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R57

SCO; arts. 18(1), 82

LANGUAGE

English

KEYWORDS

admissibility; outstanding remuneration

CASE LAW CITED

- » **De novo review, procedural flaws:**
CAS 2022/A/9078.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Preliminary issue**Is the club's evidence admissible?**

Yes, the club's evidence is admissible despite its failure to respond before the FIFA DRC.

Main issue**Is the player entitled to outstanding remuneration?**

Yes, the player is entitled to outstanding remuneration.

CAS 2025/A/11296**Maccabi Bnei Reineh v.
Mark Kostza****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **9 September 2024:** player filed claim
- / **6 February 2025:** decision rendered
- / **12 March 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **27 March 2025:** club filed statement of appeal
- / **14 May 2025:** club filed appeal brief
- / **11 June 2025:** sole arbitrator appointed
- / **13 June 2025:** player filed answer
- / **4 July 2025:** sole arbitrator decided to hold hearing
- / **24 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **11 September 2025:** sole arbitrator held remote hearing
- / **9 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 31 January 2023. The employment contract provided that the player's salary would be paid in NIS but guaranteed at EUR 20,000 net. In addition, the club provided housing to the player in Reineh. The player requested to move to Haifa and the club agreed in July 2023.

The city of Reineh suffered several attacks by Hamas on 7 October 2023. The player left Israel on 9 October 2023 under an agreed leave of absence after the attacks on 7 October 2023. The club requested that the player return on 23 October 2023. The player requested 10 additional days of leave. The club rejected the player's request on 30 October 2023, granting a final deadline for return on 3 November 2023.

The player replied on 31 October 2023. In short, he stated that Israel had declared state of war against Hamas, which indicated that the situation was extremely dangerous and returning to the club would be irresponsible. The player sent a further letter to the club on 2 November 2023, which included a screenshot of the Hungarian Consular Services' website labelling Israel as a "country with a high security risk". In addition, he stated that it would be safer to return to Israel closer to the resumption of the Israeli league competition.

The club reduced the player's salaries for October and November 2023. The player returned on 16 November 2023. The player put the club in default on 27 June 2024 for unpaid salaries. The club acknowledged the player's request on 3 July 2024. The parties tried to settle from 11 to 23 July 2024.

The player filed a claim before the FIFA DRC against the club for outstanding remuneration on 9 September 2024. The club failed to answer. The FIFA DRC rendered its decision on 6 February 2025, accepting the player's claim and sanctioning the club with a reprimand. The FIFA DRC notified its decision's grounds on 12 March 2025.

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

» CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza

MAIN LEGAL FINDINGS

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

Preliminary issue

The sole arbitrator reasons that a CAS panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered. A CAS panel's full review should only be limited in exceptional circumstances of bad faith, abusive or inappropriate conduct by the parties submitting new evidence.

The sole arbitrator notes that the club did not file an answer before the FIFA DRC due to its own lack of diligence. However, lack of diligence is not equivalent to bad faith or abusive behaviour. In addition, the player did not object to the admissibility of the club's submissions and evidence.

The sole arbitrator decides that the club's evidence is admissible despite its failure to respond before the FIFA DRC.

Main issue

The sole arbitrator reasons that the SCO art. 18(1) provides that the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement when assessing the form and terms of a contract.

The sole arbitrator notes that the player's salary for both seasons was EUR 20,000 which corresponded to an exchange rate of NIS 3.75 and NIS 3.7 respectively. Moreover, the club agreed to the player's request to move from Reineh to Haifa. The club did not discharge its burden of proving that: (i) the player had agreed that the club could deduct the extra costs involved from his salaries; and (ii) the player had agreed to a temporary salary reduction.

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

CAS 2025/A/11485**El Masry SC v.
Eze Emeka Christian**Reference number: [CAS 2025/A/11485](#)

Award date: 23 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club El Masry Sporting Club	 Egypt	Player Eze Emeka Christian	 Nigeria
LEGAL TEAM Ehab Elsaie Club's general manager in Port Said, Egypt		LEGAL TEAM Hamza Abdelwahab Attorney-at-law in Faisal-Giza, Egypt	
SOLE ARBITRATOR		Marco Balmelli Attorney-at-law in Basel, Switzerland	

CATEGORY**Employment, Status & Transfer****ISSUES**admissibility; damages; *locus standi*; termination**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

FIFA RSTP; arts. 12bis(4)(a), 13, 23(3)

SCC; arts. 19, 20(1), 27(2)

LANGUAGE

English

KEYWORDSmandatory joinder; mutual termination;
outstanding remuneration; potestative clause;
standing to be sued; time limit**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2004/A/730; CAS 2005/A/968; CAS 2007/A/1380; CAS 2015/A/309 [editor's note: the sole arbitrator likely intended for CAS 2015/A/3909 instead]; CAS 2016/A/4580; CAS 2023/A/9444.
- » **De novo review, procedural flaws:** CAS 2019/A/6409.
- » **De novo review, scope:** CAS 2007/A/1394; CAS 2022/A/8882; CAS 2022/A/9219.
- » **Freedom of contract, potestative clause:** CAS 2015/A/4042; CAS 2020/A/7582 & 7583 [editor's note: inferred]; CAS 2021/A/8471; CAS 2024/A/10331.
- » **Sanction, locus standi:** CAS 2012/A/3032.
- » **Termination, unilateral clause:** CAS 2021/A/7931.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue n.1**Is the contractual clause regarding the player's remuneration null?**

Yes, the contractual clause regarding the player's remuneration is null.

Main issue n.2**Did the player waive his claim to outstanding remuneration by signing the release form?**

No, the club did not discharge its burden of proof that the player had signed the release form, waiving his claim to outstanding remuneration.

Main issue n.3**Is the player's claim relating to outstanding remuneration time-barred?**

No, the player's claim relating to outstanding remuneration is not time-barred.

Main issue n.4**Is FIFA a mandatory respondent for the club's request for relief regarding the sporting sanction?**

Yes, FIFA is a mandatory respondent for the club's request for relief regarding the sporting sanction.

CAS 2025/A/11485**El Masry SC v.
Eze Emeka Christian****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **19 March 2025:** player filed claim
- / **25 April 2025:** decision rendered
- / **14 May 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **3 June 2025:** club filed statement of appeal
- / **7 June 2025:** club amended statement of appeal
- / **12 June 2025:** club filed appeal brief
- / **20 June 2025:** FIFA renounced intervention
- / **29 July 2025:** player filed answer
- / **5 August 2025:** sole arbitrator appointed
- / **24 September 2025:** sole arbitrator decided to hold hearing
- / **6 October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 October 2025:** sole arbitrator held remote hearing
- / **23 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 30 January 2020, valid until the 2023/2024 season. It included a handwritten clause withholding the last 25% of the player's remuneration if he did not participate in at least 75% of the season's matches. The club sent the player a release form on 14 October 2024. The player sent the club default notices on 9 February 2025 and 26 February 2025.

The player filed a claim before the FIFA DRC against the club for outstanding remuneration on 19 March 2025. The FIFA DRC rendered its decision on 25 April 2025, accepting the player's claim and sanctioning the club. The FIFA DRC notified its decision's grounds on 14 May 2025.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision, including the sporting sanction. The player filed his answer requesting that the sole arbitrator confirm the FIFA DRC decision.

» CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian

MAIN LEGAL FINDINGS

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

Main issue n.1

The sole arbitrator reasons that the principle of contractual freedom is limited by SCO art. 20(1) and the SCC art. 27(2). Such limitations include the prohibition of excessive self-commitment. A certain level of disparity on the contractual rights of the parties is acceptable insofar such provisions are not potestative in nature. A contractual clause is null if potestative.

A contractual clause is potestative when the fulfillment of a condition is completely within the power of the obligated party. As such, the conditions for terminating an employment contract may not be unilaterally influenced by the party wishing to terminate it. For instance, a club may not terminate a player's employment contract if the player does not play in a certain percentage of matches as the decision to field the player rests or, at least, may be influenced by the club.

The sole arbitrator notes that the power to field the player lies with the club. As such, the contractual clause that withholds the last 25% of the player's remuneration if he did not participate in at least 75% of season's matches is potestative.

The sole arbitrator decides that the contractual clause regarding the player's remuneration is null.

Main issue n.2

The sole arbitrator reasons that the burden of proof lies with the party claiming a disputed fact, including that an individual: (i) has more than one signature; and/or (ii) changed the style of the signature through time.

The sole arbitrator notes that the club failed to prove that the player signed the release form. A visual comparison between the signature on the release form and those on all other available evidence reveals a clear difference in stylistic characteristics. Moreover, the club's claim is not supported by any other concrete evidence.

The sole arbitrator decides that the club did not discharge its burden of proof that the player had signed the release form, waiving his claim to outstanding remuneration.

Main issue n.3

The sole arbitrator reasons that the *dies a quo* for the time limit to file a claim before the FIFA DRC applies to individual payments, rather than to the contractual relationship.

The sole arbitrator notes that the player lodged his claim before the FIFA DRC on 19 March 2025 regarding the last instalment due on 30 May 2024 for the 2023/2024 season.

The sole arbitrator decides that the player's claim relating to outstanding remuneration is not time-barred.

» CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian

Main issue n.4

The sole arbitrator reasons that only FIFA has standing to be sued in an appeal against a decision of FIFA by means of which disciplinary sanctions have been imposed on a party.

The sole arbitrator notes that the club did not summon FIFA as a respondent in the case at hand.

The sole arbitrator decides that FIFA is a mandatory respondent for the club's request for relief regarding the sporting sanction.

CAS 2024/A/10841**Bogdan Ilie Vătăjelu v.
Abha FC**Reference number: [CAS 2024/A/10841](#)

Award date: 26 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Bogdan Ilie Vătăjelu	 Romania	 Club Abha FC	 Saudi Arabia
LEGAL TEAM Gherdan & Associates in Cluj-Napoca, Romania Liviu Gherdan Attorney-at-law		LEGAL TEAM Abha FC in Abha, Saudi Arabia Ahmed Al-Hodithy President	
SOLE ARBITRATOR		Jacopo Tognon Professor and Attorney-at-law in Padova, Italy	

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

employment relationship

RELEVANT RULES & REGULATIONS

CAS Code; art. R58

FIFA RSTP; art. 18

FIFA Statutes; art. 56

SCO; art. 151

LANGUAGE

English

KEYWORDS

offer; validity

CASE LAW CITED

- » **Applicable law, order of procedure:** CAS 2020/A/7499.
- » **Applicable law, regulations:** CAS 2014/A/3626.
- » **Burden of proof, allocation:** CAS 2020/A/7180.
- » **Employment contract, *essentialia negotii*:** CAS 2021/A/8292.
- » **Employment contract, offer:** CAS 2010/A/2316; CAS 2018/A/5628.
- » **Standard of proof, comfortable satisfaction:** CAS 2012/A/2908; CAS 2019/A/6187; CAS 2020/A/7605.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue**Does the contractual offer sent by the club to the player constitute a binding employment contract?**

No, the contractual offer sent by the club to the player does not constitute a binding employment contract.

CAS 2024/A/10841**Bogdan Ilie Vătăjelu v.
Abha FC****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **27 March 2024:** player filed claim
- / **25 July 2024:** decision rendered
- / **12 August 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **2 September 2024:** player filed statement of appeal
- / **12 September 2024:** player filed appeal brief
- / **3 January 2025:** club filed answer
- / **6 January 2025:** sole arbitrator appointed
- / **24 January 2025:** sole arbitrator decided to hold remote hearing
- / **January-February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **24 February 2025:** sole arbitrator held remote hearing
- / **26 January 2026:** sole arbitrator issued award

Background

The player terminated his employment contract with a Romanian club on 15 June 2023. The club sent a proposal to the player on 16 June 2023, describing it as non-binding and conditioned on proof of free agent status, passing a medical exam, and signing a contract. The player returned the signed proposal on the same date. The club later withdrew the proposal, citing missed deadline and unmet conditions. The player signed an employment agreement with another Romanian club on 23 June 2023.

The player filed a claim before the FIFA DRC against the club for breach of contract on 27 March 2024. The FIFA DRC rendered its decision on 25 July 2024, rejecting the player's claim. The FIFA DRC notified its decision's grounds on 12 August 2024.

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

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

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that an offer to enter contract negotiations once certain conditions are met cannot be considered as a contractual offer.

The sole arbitrator notes that the player failed to provide proof of his free agent status within the agreed deadline. As such, the offer sent by the club to him is deemed invalid.

The sole arbitrator decides that the contractual offer sent by the club to the player does not constitute a binding employment contract.

TAS 2025/A/11397

Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA

Reference number: [TAS 2025/A/11397](#)

Award date: 26 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
	Club Club Atlético Newell's Old Boys		Player Guillermo Luis May Bartesaghi
LEGAL TEAM Marín Montoya Attorney-at-law in Rosario, Argentina		LEGAL TEAM Juan Diego Menghi Attorney-at-law in Montevideo, Uruguay	
SOLE ARBITRATOR		RESPONDENT	
Vitor Butruce Attorney-at-law in Rio de Janeiro, Brazil			IF Fédération Internationale de Football Association (FIFA)
			Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation	

CATEGORY

Employment, Status & Transfer

ISSUES

settlement agreement; sanction;
termination

RELEVANT RULES & REGULATIONS

Argentine Decree n. 824/2019; arts. 117,
119, 121
CAS Code; art. R57
FIFA Procedural Rules governing the
Football Tribunal; art. 13(5)
FIFA RSTP; art. 12bis
PILA; art. 182
SCC; art. 8
SCO; arts. 18, 74, 97, 119, 163(3)

LANGUAGE

Spanish

KEYWORDS

force majeure; mutual termination;
penalty clause; proportionality

CASE LAW CITED

- » **Burden of proof, allocation:** TAS 2003/O/506; TAS 2024/A/10515.
- » **Burden of proof, constitutive facts:** TAS 2003/A/506; TAS 2005/A/968; TAS 2007/A/1380; TAS 2021/A/7673 & 7699; TAS 2021/A/8277; TAS 2021/A/8510; TAS 2024/A/10719; TAS 2024/A/10725.
- » **Burden of proof, impeditive facts:** TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444.
- » **Burden of proof, extinguishing facts:** TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444.
- » **Burden of proof, exclusionary facts:** TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444.
- » **Contractual interpretation, parties' intention:** TAS 2013/A/3343; TAS 2016/A/4379; TAS 2021/A/7909; TAS 2024/A/10814.
- » **Force majeure, banking restrictions:** TAS 2014/A/3533; TAS 2016/A/4402; TAS 2018/A/5537; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2020/A/7186; TAS 2023/A/9826; TAS 2024/A/10695; TAS 2024/A/10798.
- » **Force majeure, standard of proof:** ATF 130 III 321; TAS 2021/A/7673; TAS 2021/A/8277.
- » **Penalty clause, excessiveness:** TAS 2008/A/1491; TAS 2020/A/7301; TAS 2020/A/7305; TAS 2021/A/8340.
- » **Sanction, deference:** TAS 2005/A/1001; TAS 2024/A/10904.
- » **Sanction, proportionality:** TAS 2015/A/4338.
- » **Sanction, review:** TAS 2001/A/330; TAS 2008/A/1718-1724; TAS 2010/A/2283; TAS 2023/A/10150.
- » **Standard of proof, applicable law:** TAS 2021/A/8277.
- » **Standard of proof, comfortable satisfaction:** TAS 2013/A/3323; TAS 2017/A/5003; TAS 2020/A/6914; TAS 2020/A/7180; TAS 2021/A/8070; TAS 2022/A/8906; TAS 2022/A/9219; TAS 2022/A/9328-9329; TAS 2023/A/9826; TAS 2023/A/10069.
- » **Standard of proof, force majeure:** TAS 2006/A/1110; TAS 2010/A/2144; TAS 2013/A/3471; TAS 2014/A/3533; TAS 2014/A/3840; TAS 2015/A/3909; TAS 2015/A/4121; TAS 2016/A/4402; TAS 2018/A/5537; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2020/A/6716; TAS 2020/A/6717; TAS 2020/A/7186; TAS 2021/A/7673; TAS 2023/A/9669; TAS 2023/A/9826; TAS 2024/A/10695; TAS 2024/A/10798; TAS 2025/A/11236.

» TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA

ORIGIN FIFA Football Tribunal Dispute Resolution Chamber

Main issue n.1

Did the club establish a *force majeure* event?

No, the club did not establish a *force majeure* event sufficient to exempt it from complying with its financial obligations towards the player.

Main issue n.2

Is the warning imposed by FIFA proportionate?

Yes, the warning imposed by FIFA on the club is proportionate.

TAS 2025/A/11397**Club Atlético Newell's Old Boys c.
Guillermo Luis May Bartesaghi &
FIFA****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **9 February 2025:** player filed claim
- / **3 April 2025:** decision rendered
- / **15 April 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **5 May 2025:** club filed statement of appeal
- / **25 May 2025:** club filed appeal brief
- / **30 June 2025:** sole arbitrator appointed
- / **14 July 2025:** club filed submission
- / **22 July 2025:** player filed answer
- / **4 August 2025:** FIFA filed answer
- / **27 August 2025:** sole arbitrator decided
not to hold hearing
- / **15 September 2025:** CAS Court Office
forwarded order of procedure to the parties
- / **26 January 2026:** sole arbitrator issued
award

Background

The club and the player signed an employment agreement on 31 August 2023 and mutually terminated it on 31 July 2024 through a settlement agreement that provided penalties for default as well as an acceleration clause. The club failed to comply with its financial obligations towards the player despite having received formal notices.

The player filed a claim before the FIFA DRC against the club for breach of contract on 9 February 2025. The FIFA DRC rendered its decision on 3 April 2025, partially accepting the player's claim and sanctioning the club. The FIFA DRC notified its decision's grounds on 15 April 2025.

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

» TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Main issue n.1

The sole arbitrator reasons that the burden of proof lies with the party claiming a disputed fact.

The sole arbitrator notes that the club did not demonstrate that it acted with the high standard of diligence required of it, particularly regarding its obligation to undertake the necessary steps to obtain authorization for payment in USD to the player's account in Uruguay. As such, the club's conduct does not give room for the exclusion of its liability.

The sole arbitrator decides that the club did not establish a *force majeure* event sufficient to exempt it from complying with its financial obligations towards the player.

Main issue n.2

The sole arbitrator reasons that the burden of proof lies with the party claiming a disputed fact.

The sole arbitrator notes that the club did not satisfactorily demonstrate that it adopted all the measures it undertook under the settlement agreement to enable compliance with its financial obligations towards the player. Moreover, it is undisputed that the debt is overdue by more than 30 days, the player sent a formal notice to the club, and the club is a repeated offender.

The sole arbitrator decides that the warning imposed by FIFA on the club is proportionate.

CAS 2025/A/11241

Waris Majeed v. Anorthosis Famagusta FC

Reference number: [CAS 2025/A/11241](#)

Award date: 23 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Waris Majeed	 Ghana	 Club Anorthosis Famagusta FC	 Cyprus
LEGAL TEAM Liz Ellen Attorney-at-law in London, United Kingdom Yama Otung Attorney-at-law in London, United Kingdom Joel Wallace Attorney-at-law in London, United Kingdom		LEGAL TEAM Anorthosis Famagusta FC in Larnaca, Cyprus Rafail Demetriou General manager Emili Tsagkaridi Legal counsel	
SOLE ARBITRATOR		Nicolas Cottier Attorney-at-law in Saint-Prex, Switzerland	

CATEGORY

Employment, Status & Transfer

ISSUES

due process; evidence; settlement agreement

RELEVANT RULES & REGULATIONS

CAS Code; arts. R47, R57
SCO; art. 104

LANGUAGE

English

KEYWORDS

admissibility; breach of contract; *ne ultra petita*

CASE LAW CITED

- » **De novo review, scope:** CAS 2022/A/9325.
- » **Interest rate, applicable rate:** CAS 2021/A/7673 & 7699.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue

Does the payment plan agreement concluded by the player and the club constitute a novation?

Yes, the payment plan agreement concluded by the player and the club constitutes a novation.

CAS 2025/A/11241**Waris Majeed v.
Anorthosis Famagusta FC****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **20 September 2024:** player filed claim
- / **12 December 2024:** decision rendered
- / **14 February 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **7 March 2025:** player filed statement of appeal
- / **12 March 2025:** FIFA renounced intervention
- / **27 March 2025:** player filed appeal brief
- / **6 May 2025:** sole arbitrator appointed
- / **26 May 2025:** club filed answer
- / **September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 September 2025:** sole arbitrator held hearing
- / **23 February 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement and a supplementary agreement on 16 August 2022, valid until 31 May 2024. Subsequently, the parties agreed to a payment plan agreement to settle debts from the 2022/2023 season with three instalments. The club failed to comply with its financial obligations.

The player filed a claim before the FIFA PSC against the club for breach of contract. The FIFA DRC rendered its decision on 12 December 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 14 February 2025.

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

» CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that a payment plan agreement settles a debt and constitutes a novation of the underlying claims, unless expressly agreed otherwise.

The sole arbitrator notes that the payment plan agreement between the player and the club is a novation of the club's debt to the player. As such, the player cannot claim outstanding remuneration or claim additional payments.

The sole arbitrator decides that the payment plan agreement concluded by the player and the club constitutes a novation.

CAS 2025/A/11269**MFK Vyskov A.S. v.
Fahad Aziz Bayo**Reference number: [CAS 2025/A/11269](#)

Award date: 5 March 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

MFK Vyskov A.S.

Czech Republic

LEGAL TEAM

Juan Manuel Lopez Ruiz | Attorney-at-law in Mexico City, Mexico
Regina Vargas Rojo | Attorney-at-law in Mexico City, Mexico
Diego Del Alizal Hernandez | Attorney-at-law in Mexico City, Mexico

RESPONDENT

Player

Fahad Aziz Bayo

Uganda

LEGAL TEAM

Timothy Kajja | Attorney-at-law in Kampala, Uganda

SOLE ARBITRATOR

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

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

damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R57
 FIFA RSTP; art. 13, 14, 17
 SCO; arts. 337, 337c

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just
 cause; mitigation

CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810-1811; CAS 2009/A/1975.
- » **Compensation, mitigation:** CAS 2022/A/9004.
- » **Compensation, positive interest:** CAS 2004/A/587; CAS 2005/A/801; CAS 2005/A/909-911; CAS 2008/A/1447; CAS 2012/A/2698.
- » **Termination, just cause:** CAS 2013/A/3091.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue

Did the club have just cause to terminate the player's employment contract?

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

CAS 2025/A/11269**MFK Vyskov A.S. v.
Fahad Aziz Bayo****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **15 August 2024:** player filed claim
- / **16 January 2025:** decision rendered
- / **26 February 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **18 March 2025:** club filed statement of appeal
- / **29 March 2025:** club filed appeal brief
- / **5 July 2025:** player filed answer
- / **18 July 2025:** sole arbitrator appointed
- / **8 August 2025:** sole arbitrator decided to hold remote hearing
- / **11 August 2025:** player submitted new evidence
- / **21 August 2025:** club filed comments
- / **August–October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **1 October 2025:** sole arbitrator held remote hearing
- / **1 October 2025:** club filed comments
- / **2 October 2025:** player filed comments
- / **5 March 2026:** sole arbitrator issued award

Background

The parties signed an employment contract on 27 September 2022. The player experienced medical issues in January 2024 and remained in Uganda with the club's tacit acceptance. The player was called up for the Ugandan MA national team in May 2024, travelling with permission. The player informed the club of his return flight on 5 July 2024. The club attempted to recall him earlier. The player missed his flight due to a traffic incident and rebooked it for 7 July 2024. The club sent a termination letter on 7 July 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 15 August 2024. The FIFA DRC rendered its decision on 16 January 2025, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 26 February 2025.

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

» CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 80% by the club and 20% by the player; and (d) the club shall pay the player a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a contract may be terminated by either party without consequences of any kind where there is just cause. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

The sole arbitrator notes that the club failed to discharge its burden of proof that it had just cause to terminate the player's employment contract. Particularly, the club tacitly accepted the player's absence, and the club was aware of his expected return date. As such, it cannot be considered a breach of his contractual obligations.

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

CAS 2025/A/11577

CS Constantine v. Samson Dare Gbadebo

Reference number: [CAS 2025/A/11577](#)

Award date: 6 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club CS Constantine	 Algeria	Player Samson Dare Gbadebo	 Nigeria
LEGAL TEAM Djaou Hichem Attorney-at-law in Constantine, Algeria		LEGAL TEAM Dev Kumar Parmar Attorney-at-law in London, United Kingdom	

PANEL

President.
Kepa Larumbe

Attorney-at-law in Madrid, Spain

Arbitrator.
Patrick Grandjean

Attorney-at-law in Belmont, Switzerland

Arbitrator.
Takuya Yamazaki

Attorney-at-law in Tokyo, Japan

CATEGORY

Employment, Status & Transfer

ISSUES

admissibility; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R30, R49, R56, R57

FIFA RSTP; arts. 14, 17, 18

SCO; arts. 1, 2, 5

LANGUAGE

English

KEYWORDS

breach of contract; just cause; power of attorney

CASE LAW CITED

- » **Appeal, power of attorney:** CAS 2015/A/3959.
- » **Applicable law, regulations:** CAS 2017/A/5374; CAS 2017/A/5465; CAS 2018/A/5624.
- » **Termination, just cause:** CAS 2004/A/587; CAS 2006/A/1100; CAS 2006/A/1180; CAS 2011/A/2567.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue

Did the player have just cause to terminate his employment contract with the club?

Yes, the player had just cause to terminate his employment contract with the club.

CAS 2025/A/11577

CS Constantine v.
Samson Dare Gbadebo

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

- / **19 November 2024:** player filed claim
- / **19 December 2024:** club filed counterclaim
- / **15 May 2025:** decision rendered
- / **24 June 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **3 July 2025:** club filed statement of appeal
- / **30 July 2025:** club filed appeal brief
- / **20 October 2025:** player filed answer
- / **24 October 2025:** panel constituted
- / **3 November 2025:** panel decided to hold remote hearing
- / **18 November 2025:** CAS Court Office forwarded order of procedure to the parties
- / **1 December 2025:** panel held remote hearing
- / **2 December 2025:** player submitted new evidence
- / **8 December 2025:** club objected
- / **6 March 2026:** panel issued award

Background

The club invited the player for negotiations on 11 July 2024, which is the same date on which the player mutually terminated his employment contract with an Iraqi club. The club sent the player a draft contract on 13 July 2024. The player signed and returned the employment contract on 17 July 2024. The club attempted to facilitate visa procedures but did not complete them. The club ceased communications with the player after 23 July 2024.

The player sent a formal default notice to the club on 9 August 2024. The player terminated his employment contract with the club on 26 August 2024 for just cause. The player signed an employment agreement with an Iraqi club on 1 September 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 19 November 2024. The club filed a counterclaim on 19 December 2024. The FIFA DRC rendered its decision on 15 May 2025, partially accepting the player's claim and rejecting the club's counterclaim. The FIFA DRC notified its decision's grounds on 24 June 2025.

The club filed its appeal with CAS, requesting that the panel set aside the FIFA DRC decision. The player filed his answer, requesting that the panel confirm the FIFA DRC decision.

» CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo

MAIN LEGAL FINDINGS

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

Main issue

The panel reasons that an agreement is concluded only if the parties have, reciprocally and by mutual assent, expressed their common intent on all essential points. In addition, a contract may be terminated by either party without consequences of any kind where there is just cause.

The panel notes that the contract sent by the club to the player included all the points objectively essential for an employment contract. The club failed to discharge its core obligation to facilitate, diligently and effectively, the player's entry and work authorization in Algeria. The club ceased communications with the player's agent. The club failed to return the countersigned employment contract to the player. The club failed to reply to the player's formal default notice.

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

CAS 2024/A/11061**Club Persib Bandung v.
Daisuke Sato & Davao Aguilas
UMAK FC**Reference number: [CAS 2024/A/11061](#)

Award date: 16 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Club Persib Bandung	 Indonesia	 Player Daisuke Sato	 Philippines
LEGAL TEAM Kasalo & Raić in Split, Croatia Hrvoje Raić Attorney-at-law Tina Malenica Attorney-at-law		LEGAL TEAM JMPM Advogados in Vila Real, Portugal Pedro Macieirinha Attorney-at-law Brice Belhumeur Attorney-at-law José Pedro Macieirinha Attorney-at-law	
SOLE ARBITRATOR		James Kitching Attorney-at-Law in Adelaide, Australia	

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

damages; evidence; termination

RELEVANT RULES & REGULATIONSCAS Code; arts. R44, R55, R57, R58
FIFA RSTP; arts. 14(1), 17(1)**LANGUAGE**

English

KEYWORDS

breach of contract; compensation; just cause; fishing expedition

CASE LAW CITED

- » **Compensation, calculation:** CAS 2019/A/6626; CAS 2017/A/5481; CAS 2017/A/5336.
- » **Compensation, review:** CAS 2022/A/9004; CAS 2024/A/10519; CAS 2025/A/11154.
- » **De novo review, scope:** CAS 2007/A/1394.
- » **Evidence, fishing expedition:** CAS 2019/A/6312; CAS 2019/A/6533.
- » **Termination, deregistration:** CAS 2013/A/3091-3093; CAS 2023/A/9501.
- » **Termination, exclusion from playing:** SFT 4A_53/2011; CAS 2015/A/4122; CAS 2018/A/5771; CAS 2014/A/3643 [editor's note: originally CAS 2024/A/3643].

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

Main issue**Did the player have just cause to terminate his employment contract?**

Yes, the player had just cause to terminate his employment contract.

CAS 2024/A/11061

Club Persib Bandung v.
Daisuke Sato & Davao Aguilas
UMAK FC

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

- / **15 January 2024:** player filed claim
- / **8 August 2024:** decision rendered
- / **18 November 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **9 December 2024:** Persib filed statement of appeal
- / **19 December 2024:** Persib filed appeal brief
- / **30 April 2025:** player filed answer
- / **15 May 2025:** sole arbitrator appointed
- / **5 June 2025:** player submitted new evidence upon request
- / **17 June 2025:** Persib filed submission
- / **25 June 2025:** player filed submission
- / **18 July 2025:** sole arbitrator decided to hold remote hearing
- / **28 August 2025:** sole arbitrator held remote hearing
- / **16 March 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 6 December 2022, valid until 31 May 2025. The Indonesian Liga 1 applied a foreign player quota of six players during the 2023-2024 season. As such, the club consistently excluded the player from matchday squad from late November 2023 onward. In addition, the club failed to confirm the player's registration status despite repeated written requests. The player terminated his employment contract on 3 January 2024. He later signed two short-term contracts with Filipino clubs.

The player filed a claim before the FIFA DRC against the club for breach of contract on 15 January 2024, requesting compensation. The FIFA DRC rendered its decision on 8 August 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 18 November 2024.

Persib filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA DRC decision. The player filed his answer, requesting that the sole arbitrator confirm the FIFA DRC decision. UMAK defaulted on its answer.

» CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Persib is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 90% by Persib and 10% by the player; and (d) Persib shall pay the player a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that deregistration from official matches infringes a player's fundamental personality rights and constitutes a serious contractual breach.

The sole arbitrator notes that the club effectively excluded the player from the team by failing to confirm the player's registration status and exceed foreign player limits.

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



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Football Tribunal

Players' Status Chamber

A large, semi-transparent blue FIFA logo is superimposed on the facade of a modern building with a glass and steel structure. The building is part of the background imagery of the cover page.

CAS 2024/A/10666

Vedran Naglić v. Al Shabab Football Club

Reference number: [CAS 2024/A/10666](#)

Award date: 22 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Vedran Naglić	 Croatia	 Club Al Shabab Football Club	 Saudi Arabia
LEGAL TEAM Tomislav Kasalo Attorney-at-law in Split, Croatia Hrvoje Raić Attorney-at-law in Split, Croatia		LEGAL TEAM Gustavo Koch Pinheiro Attorney-at-law in Porto Alegre, Brazil Ahmed Al-Shikhy Attorney-at-law in Porto Alegre, Brazil	
SOLE ARBITRATOR		Patrick Grandjean Attorney-at-law in Belmont-sur-Lausanne, Switzerland	

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

damages; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 13, 17

FIFA RSTP, Annexe 2; art. 6

SCO; arts. 73, 104, 336, 337c(l), 341, 3623

LANGUAGE

English

KEYWORDS

breach of contract; compensation; liquidated damages; mitigation; mutual agreement; termination agreement

CASE LAW CITED

- » **Breach of contract, compensation:** CAS 2007/A/1358; CAS 2007/A/1359; CAS 2008/A/1519-1520; CAS 2008/A/1568; CAS 2020/A/6961; CAS 2021/A/8471; CAS 2023/A/9701.
- » **Buyout, requirements:** CAS 2014/A/3707; CAS 2016/A/4605; CAS 2019/A/6514; CAS 2020/A/6961.
- » **Compensation, waiver:** ATF 131 III 439; ATF 129 III 618; SFT 4C_127/2005; SFT 4A_474/2008; SFT 4A_376/2010; SFT 4A_13/2018; SFT 4A_17/2018.
- » **Employment contract, requirements:** ATF 145 V 188; SFT 4A_207/2014.
- » **Liquidated damages, parties' autonomy:** CAS 2019/A/6514; CAS 2022/A/9165.
- » **Liquidated damages, requirements:** CAS 2014/A/3707; CAS 2016/A/4605; CAS 2016/A/4606; CAS 2016/A/4826; CAS 2017/A/5125; CAS 2018/A/5771-5772; CAS 2020/A/6961; CAS 2020/A/6994; CAS 2021/A/8471; CAS 2022/A/9165; CAS 2023/A/9701.
- » **Settlement agreement, reciprocal concessions:** SFT 4A_96/2017; SFT 4A_13/2018; SFT 4A_17/2018.
- » **Termination, just cause:** SFT 4A_89/2007; SFT 4A_270/2014.
- » **Termination, mutual agreement:** ATF 118 II 58; SFT 4C_49/1999; SFT 4C_27/2002; SFT 4C_397/2004; SFT 4C_127/2005; SFT 4C_61/2006; SFT 4A_376/2010; SFT 4A_563/2011; SFT 4A_362/2015; SFT 4A_364/2016; SFT 4A_673/2016; SFT 4A_13/2018; SFT 4A_17/2018.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue

Is the liquidated damages clause included in the coach's employment contract valid?

No, the liquidated damages clause is null.

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

- / **21 January 2024:** coach filed claim
- / **23 April 2024:** decision rendered
- / **29 May 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **12 June 2024:** coach filed statement of appeal
- / **12 June 2024:** coach requested legal aid
- / **27 June 2024:** FIFA renounced intervention
- / **23 October 2024:** coach filed appeal brief
- / **2 May 2025:** legal aid granted
- / **2 June 2025:** club filed answer
- / **2 June 2025:** club requested evidence production
- / **20 June 2025:** sole arbitrator appointed
- / **1 July 2025:** coach filed new evidence upon request
- / **1 July 2025:** coach filed comments
- / **22 July 2025:** coach filed reply
- / **11 August 2025:** club filed rejoinder
- / **13 August 2025:** sole arbitrator decided not to hold hearing
- / **14 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **22 December 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 15 October 2023, valid until 30 June 2026. The coach's employment contract included a liquidated damages clause that stipulated compensation amounting to three monthly salaries in case of unilateral termination without just cause. The club terminated the coach's employment contract on 25 December 2023, citing poor performance and acknowledging the compensation owed under the liquidated damages clause.

The coach's legal representative sent a letter to the club on 22 January 2024, requesting full compensation equal to the residual value of the coach's employment contract and outstanding remuneration as well as granting a 15-day deadline for the club to comply. The club did not respond to the letter.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 21 January 2024, requesting outstanding remuneration and compensation. The FIFA PSC rendered its decision on 23 April 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 29 May 2024.

The coach signed an employment agreement with a Qatari club on 18 August 2024, valid for a year.

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

» CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that parties to an employment contract may agree on a liquidated damages clause. However, the enforceability of a liquidated damages clause depends on three cumulative criteria: (i) clarity of drafting; (ii) absence of coercion; and (iii) proportionality of obligations.

Departure from the parties' agreed terms is exceptional and justified if the clause is disproportionate enough to grant one party an unfair advantage. Reciprocal obligations under a liquidated damages clause that are patently disproportionate and in direct contravention of the principles of contractual stability are null.

Moreover, a fixed-term contract ends without notice under SCO art. 334(l) and as agreed by the parties. Therefore, the end of a contract cannot depend on the will of one party. An employee's acceptance of a termination proposed by an employer does not, in itself, allow to conclude that there is a mutual termination agreement and an implicit intention on the part of the employee to waive the protection afforded by labour law.

Such an agreement can only constitute a mutual termination in exceptional circumstances and when it is established without ambiguity. A waiver by the employee that contravenes SCO art. 341 is null. As such, the parties must be restored to the position they would have been had the termination agreement not been concluded.

The sole arbitrator notes that the coach did not agree to the termination of the employment contract and nothing in the wording of the liquidated damages clause suggests such a clear and unequivocal intention. The clause stipulates the financial consequences if the club terminates the contract unilaterally without just cause, fixing in advance the compensation payable by the club to the coach. As such, the coach cannot waive his claims.

Moreover, the liquidated damages clause creates an imbalance between the club and the coach. As such, it is null. Thus, the coach is entitled to compensation corresponding to the total amount he would have received during the remaining term of his employment contract minus the earnings received under his employment contract with the Qatari club.

The sole arbitrator decides that the liquidated damages clause included in the coach's employment contract is null.

CAS 2024/A/10875**Abha Football Club v.
Czeslaw Michniewicz**Reference number: [CAS 2024/A/10875](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Abha Football Club	 Saudi Arabia	Coach Czeslaw Michniewicz	 Poland
LEGAL TEAM Boughrara Khaled Ben Mohamed Attorney-at-law in Ottawa, Canada		LEGAL TEAM Mateusz Stankiewicz Attorney-at-law in Kraków, Poland	
SOLE ARBITRATOR		Oliver Jaberg Attorney-at-law in Aarau, Switzerland	

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

damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R29, R44(2)
 FIFA Procedural Rules governing the
 Football Tribunal; art. 13(5)
 FIFA RSTP, Annexe 2; arts. 1(2)(b), 3, 4(1), 6
 SCO; art. 8

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just
 cause; potestative clause

CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612.
- » **Compensation, positive interest:** CAS 2020/A/7175.
- » **Freedom of contract, potestative clause:** CAS 2022/A/9279.
- » **Termination, just cause:** CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279.
- » **Termination, sporting performance:** CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Preliminary issue

Did the sole arbitrator deem himself to have respected the club's right to be heard during the CAS appeals proceedings?

Yes, the sole arbitrator deemed himself to have respected the club's right to be heard during the CAS appeals proceedings despite the club's witnesses not having been heard at the hearing.

Main issue n.1

Does the club have just cause to terminate the coach's employment contract?

No, the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

Is the compensation payable by the club to the coach validly limited to two months' salary?

No, the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10875**Abha Football Club v.
Czeslaw Michniewicz****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **15 March 2024:** coach filed claim
- / **10 July 2024:** decision rendered
- / **27 August 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **17 September 2024:** club filed statement of appeal
- / **7 October 2024:** FIFA renounced intervention
- / **2 December 2024:** club filed appeal brief
- / **4 December 2024:** club filed evidence
- / **13 January 2025:** coach filed answer
- / **16 January 2025:** sole arbitrator appointed
- / **19 February 2025:** sole arbitrator decided to hold remote hearing
- / **3 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 March 2025:** club requested evidence production at hearing
- / **24 March 2025:** coach objected
- / **15 April 2025:** club filed evidence upon request
- / **16 April 2025:** club filed evidence upon request
- / **20 May 2025:** sole arbitrator held remote hearing
- / **20 May 2025:** club filed post-hearing brief
- / **22 May 2025:** coach filed post-hearing brief
- / **12 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 July 2023, valid until 30 June 2024. The club terminated the coach's employment contract on 1 October 2023 following early-season defeats and an alleged failure to meet performance expectations as well as mismanagement. The club sent a termination and release document to the coach on 2 October 2023, requesting him to sign and return it. The coach replied on 3 October 2023, refusing to sign it.

The club sent a letter to the coach on 16 October 2023, confirming the termination as of 15 October 2023 and stating that it would pay the coach a *pro rata* salary, two monthly salaries as compensation, and a return flight ticket. The club was relegated to the Saudi First Division League at the end of the season in 2024.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 15 March 2024, requesting compensation by alleging that the contractual clause that limited compensation was invalid. The FIFA PSC rendered its decision on 10 July 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 27 August 2024.

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

» CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Main issue n.1

The sole arbitrator reasons that the fact of underperforming for a certain period is not considered to be just cause for contract termination. A coach does not owe a specific outcome, rather only the rendering of services. The underlying principle is that a contract between a coach and a sports club or association is one based on due diligence and professional effort, rather than on the guarantee of a particular sporting outcome.

The sole arbitrator notes that the club terminated the coach's employment contract based on the team's sporting performance.

The sole arbitrator decides that the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

The sole arbitrator reasons that a clause that generically entitles the employer to terminate a contract based on unsatisfactory performance of a coach is potestative in that it provides for an obligation of which fulfilment is subjective and can only be assessed by one party. A potestative clause cannot be upheld, given the imbalance of bargaining power of the employer and the employee as well as the limitation of rights it places on the employee.

A potestative clause is only for the benefit of a club as it gives it an undue measure of control and disproportionate predominant position over its employee. As such, a potestative clause is null. In addition, a club must pay compensation amounting to the residual value of the employment contract to its coach.

The sole arbitrator notes that the parties agreed in the coach's employment contract that the party in breach of contract, or terminating it, shall be required to pay the other party an amount equivalent to two monthly salaries as compensation. There is hardly any imaginable situation in which the coach would benefit from it, even though the parties stated in the employment contract that they had concluded it by mutual consent. Accordingly, it is abusive, potestative and null.

As such, the club must pay the coach the residual amount of his employment contract minus any amount that the club has proved to have already paid the coach.

The sole arbitrator decides that the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10876**Abha Football Club v.
Pawel Primel**Reference number: [CAS 2024/A/10876](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Abha Football Club	 Saudi Arabia	Coach Pawel Primel	 Poland
LEGAL TEAM Boughrara Khaled Ben Mohamed Attorney-at-law in Ottawa, Canada		LEGAL TEAM Mateusz Stankiewicz Attorney-at-law in Kraków, Poland	
SOLE ARBITRATOR Oliver Jaberg Attorney-at-law in Aarau, Switzerland			

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

damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R29, R44(2)
 FIFA Procedural Rules governing the Football Tribunal; art. 13(5)
 FIFA RSTP, Annexe 2; arts. 1(2)(b), 3, 4(1), 6
 SCO; art. 8

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just cause; potestative clause

CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612.
- » **Compensation, positive interest:** CAS 2020/A/7175.
- » **Freedom of contract, potestative clause:** CAS 2022/A/9279.
- » **Termination, just cause:** CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279.
- » **Termination, sporting performance:** CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Preliminary issue

Did the sole arbitrator deem himself to have respected the club's right to be heard during the CAS appeals proceedings?

Yes, the sole arbitrator deemed himself to have respected the club's right to be heard during the CAS appeals proceedings despite the club's witnesses not having been heard at the hearing.

Main issue n.1

Does the club have just cause to terminate the coach's employment contract?

No, the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

Is the compensation payable by the club to the coach validly limited to two months' salary?

No, the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10876**Abha Football Club v.
Pawel Primel****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **29 March 2024:** coach filed claim
- / **11 July 2024:** decision rendered
- / **2 September 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **17 September 2024:** club filed statement of appeal
- / **7 October 2024:** FIFA renounced intervention
- / **2 December 2024:** club filed appeal brief
- / **4 December 2024:** club filed evidence
- / **13 January 2025:** coach filed answer
- / **16 January 2025:** sole arbitrator appointed
- / **19 February 2025:** sole arbitrator decided to hold remote hearing
- / **3 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 March 2025:** club requested evidence production at hearing
- / **24 March 2025:** coach objected
- / **15 April 2025:** club filed evidence upon request
- / **16 April 2025:** club filed evidence upon request
- / **20 May 2025:** sole arbitrator held remote hearing
- / **20 May 2025:** club filed post-hearing brief
- / **22 May 2025:** coach filed post-hearing brief
- / **12 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 July 2023, valid until 30 June 2024. The club terminated the coach's employment contract on 1 October 2023 following early-season defeats and an alleged failure to meet performance expectations as well as mismanagement. The club sent a termination and release document to the coach on 2 October 2023, requesting him to sign and return it. The coach replied on 3 October 2023, refusing to sign it.

The club sent a letter to the coach on 16 October 2023, confirming the termination as of 15 October 2023 and stating that it would pay the coach a *pro rata* salary, two monthly salaries as compensation, and a return flight ticket. The club was relegated to the Saudi First Division League at the end of the season in 2024.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 29 March 2024, requesting compensation by alleging that the contractual clause that limited compensation was invalid. The FIFA PSC rendered its decision on 11 July 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 2 September 2024.

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

» CAS 2024/A/10876 Abha Football Club v. Pawel Primel

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Main issue n.1

The sole arbitrator reasons that the fact of underperforming for a certain period is not considered to be just cause for contract termination. A coach does not owe a specific outcome, rather only the rendering of services. The underlying principle is that a contract between a coach and a sports club or association is one based on due diligence and professional effort, rather than on the guarantee of a particular sporting outcome.

The sole arbitrator notes that the club terminated the coach's employment contract based on the team's sporting performance.

The sole arbitrator decides that the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

The sole arbitrator reasons that a clause that generically entitles the employer to terminate a contract based on unsatisfactory performance of a coach is potestative in that it provides for an obligation of which fulfilment is subjective and can only be assessed by one party. A potestative clause cannot be upheld, given the imbalance of bargaining power of the employer and the employee as well as the limitation of rights it places on the employee.

A potestative clause is only for the benefit of a club as it gives it an undue measure of control and disproportionate predominant position over its employee. As such, a potestative clause is null. In addition, a club must pay compensation amounting to the residual value of the employment contract to its coach.

The sole arbitrator notes that the parties agreed in the coach's employment contract that the party in breach of contract, or terminating it, shall be required to pay the other party an amount equivalent to two monthly salaries as compensation. There is hardly any imaginable situation in which the coach would benefit from it, even though the parties stated in the employment contract that they had concluded it by mutual consent. Accordingly, it is abusive, potestative and null.

As such, the club must pay the coach the residual amount of his employment contract minus any amount that the club has proved to have already paid the coach.

The sole arbitrator decides that the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10877**Abha Football Club v.
Grzegorz Kurdziel**Reference number: [CAS 2024/A/10877](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Abha Football Club	 Saudi Arabia	Coach Grzegorz Kurdziel	 Poland
LEGAL TEAM Boughrara Khaled Ben Mohamed Attorney-at-law in Ottawa, Canada		LEGAL TEAM Mateusz Stankiewicz Attorney-at-law in Kraków, Poland	
SOLE ARBITRATOR		Oliver Jaberg Attorney-at-law in Aarau, Switzerland	

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

damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R29, R44(2)
 FIFA Procedural Rules governing the
 Football Tribunal; art. 13(5)
 FIFA RSTP, Annexe 2; arts. 1(2)(b), 3, 4(1), 6
 SCO; art. 8

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just
 cause; potestative clause

CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612.
- » **Compensation, positive interest:** CAS 2020/A/7175.
- » **Freedom of contract, potestative clause:** CAS 2022/A/9279.
- » **Termination, just cause:** CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279.
- » **Termination, sporting performance:** CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Preliminary issue

Did the sole arbitrator deem himself to have respected the club's right to be heard during the CAS appeals proceedings?

Yes, the sole arbitrator deemed himself to have respected the club's right to be heard during the CAS appeals proceedings despite the club's witnesses not having been heard at the hearing.

Main issue n.1

Does the club have just cause to terminate the coach's employment contract?

No, the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

Is the compensation payable by the club to the coach validly limited to two months' salary?

No, the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10877**Abha Football Club v.
Grzegorz Kurdziel****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **29 March 2024:** coach filed claim
- / **10 July 2024:** decision rendered
- / **27 August 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **17 September 2024:** club filed statement of appeal
- / **7 October 2024:** FIFA renounced intervention
- / **2 December 2024:** club filed appeal brief
- / **4 December 2024:** club filed evidence
- / **13 January 2025:** coach filed answer
- / **16 January 2025:** sole arbitrator appointed
- / **19 February 2025:** sole arbitrator decided to hold remote hearing
- / **3 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 March 2025:** club requested evidence production at hearing
- / **24 March 2025:** coach objected
- / **15 April 2025:** club filed evidence upon request
- / **16 April 2025:** club filed evidence upon request
- / **20 May 2025:** sole arbitrator held remote hearing
- / **20 May 2025:** club filed post-hearing brief
- / **22 May 2025:** coach filed post-hearing brief
- / **12 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 July 2023, valid until 30 June 2024. The club terminated the coach's employment contract on 1 October 2023 following early-season defeats and an alleged failure to meet performance expectations as well as mismanagement. The club sent a termination and release document to the coach on 2 October 2023, requesting him to sign and return it. The coach replied on 3 October 2023, refusing to sign it.

The club sent a letter to the coach on 16 October 2023, confirming the termination as of 15 October 2023 and stating that it would pay the coach a *pro rata* salary, two monthly salaries as compensation, and a return flight ticket. The club was relegated to the Saudi First Division League at the end of the season in 2024.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 29 March 2024, requesting compensation by alleging that the contractual clause that limited compensation was invalid. The FIFA PSC rendered its decision on 10 July 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 27 August 2024.

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

» CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Main issue n.1

The sole arbitrator reasons that the fact of underperforming for a certain period is not considered to be just cause for contract termination. A coach does not owe a specific outcome, rather only the rendering of services. The underlying principle is that a contract between a coach and a sports club or association is one based on due diligence and professional effort, rather than on the guarantee of a particular sporting outcome.

The sole arbitrator notes that the club terminated the coach's employment contract based on the team's sporting performance.

The sole arbitrator decides that the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

The sole arbitrator reasons that a clause that generically entitles the employer to terminate a contract based on unsatisfactory performance of a coach is potestative in that it provides for an obligation of which fulfilment is subjective and can only be assessed by one party. A potestative clause cannot be upheld, given the imbalance of bargaining power of the employer and the employee as well as the limitation of rights it places on the employee.

A potestative clause is only for the benefit of a club as it gives it an undue measure of control and disproportionate predominant position over its employee. As such, a potestative clause is null. In addition, a club must pay compensation amounting to the residual value of the employment contract to its coach.

The sole arbitrator notes that the parties agreed in the coach's employment contract that the party in breach of contract, or terminating it, shall be required to pay the other party an amount equivalent to two monthly salaries as compensation. There is hardly any imaginable situation in which the coach would benefit from it, even though the parties stated in the employment contract that they had concluded it by mutual consent. Accordingly, it is abusive, potestative and null.

As such, the club must pay the coach the residual amount of his employment contract minus any amount that the club has proved to have already paid the coach.

The sole arbitrator decides that the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10901**Abha Football Club v.
Gerard Juszczak**Reference number: [CAS 2024/A/10901](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Abha Football Club	 Saudi Arabia	Coach Gerard Juszczak	 Poland
LEGAL TEAM Boughrara Khaled Ben Mohamed Attorney-at-law in Ottawa, Canada		LEGAL TEAM Mateusz Stankiewicz Attorney-at-law in Kraków, Poland	
SOLE ARBITRATOR Oliver Jaberg Attorney-at-law in Aarau, Switzerland			

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

damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R29, R44(2)
 FIFA Procedural Rules governing the
 Football Tribunal; art. 13(5)
 FIFA RSTP, Annexe 2; arts. 1(2)(b), 3, 4(1), 6
 SCO; art. 8

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just cause; potestative clause

CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612.
- » **Compensation, positive interest:** CAS 2020/A/7175.
- » **Freedom of contract, potestative clause:** CAS 2022/A/9279.
- » **Termination, just cause:** CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279.
- » **Termination, sporting performance:** CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Preliminary issue

Did the sole arbitrator deem himself to have respected the club's right to be heard during the CAS appeals proceedings?

Yes, the sole arbitrator deemed himself to have respected the club's right to be heard during the CAS appeals proceedings despite the club's witnesses not having been heard at the hearing.

Main issue n.1

Does the club have just cause to terminate the coach's employment contract?

No, the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

Main issue n.2

Is the compensation payable by the club to the coach validly limited to two months' salary?

No, the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2024/A/10901**Abha Football Club v.
Gerard Juszczak****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **9 November 2024:** coach filed claim
- / **28 January 2025:** decision rendered
- / **7 March 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **27 March 2025:** club filed statement of appeal
- / **17 April 2025:** club filed appeal brief
- / **12 May 2025:** sole arbitrator appointed
- / **22 May 2025:** coach filed answer
- / **4 July 2025:** sole arbitrator decided to hold hearing
- / **19 August 2025:** coach filed submission
- / **19 August 2025:** coach requested termination order
- / **22 August 2025:** club filed submission
- / **22 August 2025:** club objected
- / **29 August 2025:** coach filed submission
- / **16 January 2026:** sole arbitrator issued award

Background

The parties signed a pre-contract around 27 November 2023 and signed an employment agreement on 31 January 2024, valid for a season with a conditional option for the following season. The club proposed mutual termination on 26 August 2024 after poor sporting performance. The club unilaterally terminated the coach's employment contract on 3 September 2024.

The coach filed a claim before the FIFA PSC against club for breach of contract on 9 November 2024, requesting compensation. The club defaulted on its answer. The coach signed an employment contract with a Norwegian club on 8 January 2025. The FIFA PSC rendered its decision on 28 January 2025, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 7 March 2025.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer, initially, requesting that the sole arbitrator confirm the FIFA PSC decision. Later, the coach changed its position and opposed the need for an award.

» CAS 2024/A/10901 Abha Football Club v. Gerard Juszczak

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Preliminary issue

The sole arbitrator reasons that it lies in the exclusive responsibility of the party to provide its witnesses with the correct dial-in information and ensure availability during the hearing. Moreover, any person heard by a CAS panel may be assisted by an interpreter at the cost of the party which called such person.

The sole arbitrator notes that CAS provided the parties with dial-in information for the hearing in due time. As such, the club is responsible for the witnesses it has called upon to participate in the hearing, including ensuring that the witnesses: (i) are familiar with the technical prerequisites to attend the hearing; (ii) are able to log in at the correct time with stable internet connection; (iii) attend the hearing as required.

Both witnesses of the club were able to log in to the system at some stage during the hearing. One of them entered the virtual waiting room during the parties' closing statements, i.e., after the evidentiary proceedings were closed. However, he logged off again before the CAS counsel could even have let him enter the virtual hearing room. As such, the club failed to ensure its witness availability.

Moreover, the other witness called upon by the club was unable to speak English and the club failed to provide an independent interpreter. It was clear to the parties from the outset that the proceedings were conducted in English. In addition, the CAS Court Office reminded the parties that it was in their responsibility to organize a neutral and independent interpreter if there was such a need.

The sole arbitrator decides that he has respected the club's right to be heard during the CAS appeals proceedings despite the club's witnesses not having been heard at the hearing.

Main issue n.1

The sole arbitrator reasons that the fact of underperforming for a certain period is not considered to be just cause for contract termination. A coach does not owe a specific outcome, rather only the rendering of services. The underlying principle is that a contract between a coach and a sports club or association is one based on due diligence and professional effort, rather than on the guarantee of a particular sporting outcome.

The sole arbitrator notes that the club terminated the coach's employment contract based on the team's sporting performance.

The sole arbitrator decides that the club does not have just cause to terminate the coach's employment contract based on the team's sporting performance.

» CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak

Main issue n.2

The sole arbitrator reasons that a clause that generically entitles the employer to terminate a contract based on unsatisfactory performance of a coach is potestative in that it provides for an obligation of which fulfilment is subjective and can only be assessed by one party. A potestative clause cannot be upheld, given the imbalance of bargaining power of the employer and the employee as well as the limitation of rights it places on the employee.

A potestative clause is only for the benefit of a club as it gives it an undue measure of control and disproportionate predominant position over its employee. As such, a potestative clause is null. In addition, a club must pay compensation amounting to the residual value of the employment contract to its coach.

The sole arbitrator notes that the parties agreed in the coach's employment contract that the party in breach of contract, or terminating it, shall be required to pay the other party an amount equivalent to two monthly salaries as compensation. There is hardly any imaginable situation in which the coach would benefit from it, even though the parties stated in the employment contract that they had concluded it by mutual consent. Accordingly, it is abusive, potestative and null.

As such, the club must pay the coach the residual amount of his employment contract minus any amount that the club has proved to have already paid the coach.

The sole arbitrator decides that the compensation payable by the club to the coach is not validly limited to two months' salary as the contractual clause is potestative and unbalanced.

CAS 2025/A/11498

Santos Futebol Clube v. Futebol Clube de Arouca

Reference number: [CAS 2025/A/11498](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Santos Futebol Clube



Brazil

LEGAL TEAM

Beatriz Araujo Salazar | Attorney-at-law in São Paulo, Brazil
Cristiano Caús | Attorney-at-law in São Paulo, Brazil
Raphael Paçó Barbieri | Attorney-at-law in São Paulo, Brazil
Leonardo Franco Belloti | Attorney-at-law in São Paulo, Brazil

RESPONDENT

Club

Futebol Clube de Arouca



Portugal

LEGAL TEAM

Emanuel Corceiro Calçada | Attorney-at-law in Porto, Portugal

SOLE ARBITRATOR

Kepa Larumbe | Attorney-at-law in Madrid, Spain

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

applicable law; interest rate; penalty clause; transfer

RELEVANT RULES & REGULATIONS

CAS Code; art. R58
 FIFA Statutes; art. 49
 SCO; arts. 73, 104(2), 116, 163

LANGUAGE

English

KEYWORDS

applicable rate; regulations; breach of contract; transfer contract; validity

CASE LAW CITED

- » **Applicable law, regulations:** CAS 2017/A/5374; CAS 2017/A/5465; CAS 2018/A/5624.
- » **Freedom of contract, penalty clause:** CAS 2020/A/6809 & 6843; CAS 2020/A/7007.
- » **Interest rate, applicable rate:** CAS 2020/A/6809 & 6843; CAS 2021/A/7673 & 7699.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue**Are the contractual penalties proportionate?**

Yes, the contractual penalties agreed by the parties are proportionate.

CAS 2025/A/11498**Santos Futebol Clube v.
Futebol Clube de Arouca****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **31 December 2024:** Arouca filed claim
- / **11 March 2025:** decision rendered
- / **30 May 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **18 June 2025:** Santos filed statement of appeal
- / **30 June 2025:** Santos filed appeal brief
- / **21 July 2025:** Arouca filed answer
- / **29 August 2025:** sole arbitrator appointed
- / **2 September 2025:** sole arbitrator decided not to hold hearing
- / **2 September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 January 2026:** sole arbitrator issued award

Background

The parties signed a transfer agreement on 28 July 2023 for a fixed fee payable in four instalments and a 15% sell-on clause. In addition, it included a penalty clause of 10% per overdue instalment and a default interest rate of 1% per month. Santos paid only the first instalment to Arouca and did not pay the 15% sell-on clause due for the player's subsequent loan.

Arouca filed a claim before the FIFA PSC against Santos for breach of contract on 31 December 2024. The FIFA PSC rendered its decision on 11 March 2025, partially accepting Arouca's claim. The FIFA PSC notified its decision's grounds on 30 May 2025.

Santos filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA PSC decision. Arouca filed its answer, requesting that the sole arbitrator confirm the FIFA PSC decision.

» CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that an arbitral tribunal may reduce a contractual penalty if deemed excessive. Particularly, it must consider: (i) the relationship between the agreed penalty and the creditor's interest in the performance of the secured obligation; (ii) the seriousness of the fault of the parties involved; (iii) the importance of the performance of the principal obligation for the other party; (iv) the interest and benefit of the debtor in the non-performance or defective performance; (v) the seriousness of the breach of the principal secured obligation; (vi) the financial situation of the parties, primarily that of the debtor; (vii) the maximum foreseeable damage suffered by the creditor; (viii) the risk of harm to which the creditor was exposed in the specific case.

The sole arbitrator notes that Santos failed to substantiate its claims that the contractual penalties are excessive. Moreover, the contractual penalties are not excessive when considering: (i) the dispute's factual background; and (ii) that the parties freely negotiated and agreed upon the contractual terms. Particularly, the interest rate set out in the contract cannot be considered to constitute unjust enrichment.

The sole arbitrator decides that the contractual penalties agreed by the parties are proportionate.

CAS 2025/A/11496**Fédération Centrafricaine de Football (FCF) v. Raoul Savoy**Reference number: [CAS 2025/A/11496](#)

Award date: 14 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Fédération Centrafricaine de Football (FCF)	 Central African Republic	Coach Raoul Savoy	 Switzerland
LEGAL TEAM Marius Ngbangoule Bangati Attorney-at-Law in Bangui, the Central African Republic		LEGAL TEAM Saksham Samarth Attorneys-at-law in Valencia, Spain Josep Vandellos Alamilla Attorneys-at-law in Valencia, Spain	
SOLE ARBITRATOR		Espen Auberg Attorney-at-law in Oslo, Norway	

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

admissibility; damages; *de novo* review; employment relationship; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R48, R54, R57, R64
 FIFA RSTP, annexe 2; arts. 2, 4(1), 6(2)
 SCO; arts. 1, 2, 8, 11, 73

LANGUAGE

English

KEYWORDS

advance of costs; breach of contract; compensation; just cause; preclusion; scope; validity; verbal agreement

CASE LAW CITED

- » **Appeal, admissibility:** CAS 2017/A/5219.
- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **De novo review, scope:** CAS 2007/A/1396 & 1402; CAS 2007/A/1426; CAS 2009/A/1944; CAS 2010/A/2090.
- » **Employment contract, conditions:** CAS 2021/A/8114.
- » **Employment contract, extension:** CAS 2017/A/5339.
- » **Employment contract, requirements:** CAS 2013/A/3091-3093; CAS 2020/A/6867; CAS 2021/A/8114.
- » **Estoppel, preclusion:** CAS 2015/A/3883.
- » **Standing to be sued, merits issue:** CAS 2008/A/1639; CAS 2013/A/3047; CAS 2016/A/4602; CAS 2020/A/6694.
- » **Termination, just cause:** CAS 2014/A/3463-3464.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue n.1**Does the member association have standing to be sued?**

Yes, the member association is precluded from objecting to its standing to be sued as the scope of the *de novo* review powers is limited to the issues addressed in the appealed decision.

Main issue n.2**Did the member association terminate the coach's employment contract without just cause?**

Yes, the member association terminated the coach's employment contract without just cause.

CAS 2025/A/11496**Fédération Centrafricaine de
Football (FCF) v. Raoul Savoy****Before the FIFA Football Tribunal
Players' Status Chamber****/ 10 January 2025:** coach filed claim**/ 15 April 2025:** decision rendered**/ 16 May 2025:** grounds notified**Before the Court of Arbitration for
Sport****/ 4 June 2025:** member association filed
statement of appeal as appeal brief**/ 26 August 2025:** sole arbitrator appointed**/ 25 September 2025:** coach filed answer**/ 27 October 2025:** sole arbitrator decided
to hold hearing**/ 3 November 2025:** CAS Court Office
forwarded order of procedure to the parties**/ 2 December 2025:** sole arbitrator held
remote hearing**/ 14 January 2026:** sole arbitrator issued
award

Background

The parties signed an employment agreement on 23 August 2021, valid for 24 months. The dispute centers on the alleged contract extensions through August 2026. The member association replaced the coach on 3 November 2024.

The coach filed a claim before the FIFA PSC against member association for breach of contract on 10 January 2025, requesting compensation and outstanding remuneration. The FIFA PSC rendered its decision on 15 April 2025, accepting the coach's claim. The FIFA PSC notified its decision's grounds on 16 May 2025.

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

» CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy

MAIN LEGAL FINDINGS

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

Main issue n.1

The sole arbitrator reasons that the *de novo* power of review of a CAS panel is limited by the principle of estoppel/*venire contra factum proprium*. That includes failure to object to potential locus standi issues before the original deciding body.

The sole arbitrator notes that the member association did not raise the issue of *locus standi* before the FIFA PSC. As such, the member association is estopped from changing its course of action in the appeal before CAS, as its previous conduct has led to a legitimate expectation from the coach that the member association will not contest it has standing to be sued.

The sole arbitrator decides that the member association is precluded from objecting to its standing to be sued as the scope of the *de novo* review powers is limited to the issues addressed in the appealed decision.

Main issue n.2

The sole arbitrator reasons that contracts may be concluded in different forms, written or oral, and remain legally enforceable. An enforceable contract may be terminated by either party without the payment of compensation where there is just cause. The party that terminates a contract without just cause must compensate the injured party.

The sole arbitrator notes that the coach demonstrated that the member association and he had concluded an extension of his employment contract. The member association replaced the coach with a new head coach without just cause. As such, the member association owes the coach compensation for breach of contract as well as outstanding remuneration.

The sole arbitrator decides that the member association terminated the coach's employment contract without just cause.

CAS 2025/A/11294**Urawa Red Diamonds v.
Per-Mathias Hogmo**Reference number: [CAS 2025/A/11294](#)

Award date: 16 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Urawa Red Diamonds

Japan

LEGAL TEAM

Field-R Law Offices in Tokyo, Japan

Shoichi Sugiyama | Attorney-at-law**Shun Takahashi** | Attorney-at-law

Fernandez Nakajima Law Office in Tokyo, Japan

Marisa Fernandez Nakajima | Attorney-at-law**RESPONDENT**

Coach

Per-Mathias Hogmo

Norway

LEGAL TEAM

Atlas Entertainment & Advisory in Zurich, Switzerland

Ludovic Delechat | Attorney-at-law**SOLE ARBITRATOR****James Kitching** | Attorney-at-law in Adelaide, Australia**CATEGORY****Employment, Status & Transfer****ISSUES**

costs; damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R57, R64

FIFA RSTP, Annexe 2; art. 6

LANGUAGE

English

KEYWORDS

abusive behaviour; breach of contract; just cause; liquidated damages

CASE LAW CITED» **De novo review, scope:** CAS 2007/A/1394.» **Liquidated damages, requirements:** CAS 2015/A/3999–4000.**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

Main issue**Is the coach's procedural behaviour abusive?**

Yes, the coach's procedural behaviour is abusive.

CAS 2025/A/11294**Urawa Red Diamonds v.
Per-Mathias Hogmo****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **9 November 2024:** coach filed claim
- / **28 January 2025:** decision rendered
- / **7 March 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **27 March 2025:** club filed statement of appeal
- / **17 April 2025:** club filed appeal brief
- / **12 May 2025:** sole arbitrator appointed
- / **22 May 2025:** coach filed answer
- / **4 July 2025:** sole arbitrator decided to hold hearing
- / **19 August 2025:** coach filed submission
- / **19 August 2025:** coach requested termination order
- / **22 August 2025:** club filed submission
- / **22 August 2025:** club objected
- / **29 August 2025:** coach filed submission
- / **16 January 2026:** sole arbitrator issued award

Background

The parties signed a pre-contract around 27 November 2023 and signed an employment agreement on 31 January 2024, valid for a season with a conditional option for the following season. The club proposed mutual termination on 26 August 2024 after poor sporting performance. The club unilaterally terminated the coach's employment contract on 3 September 2024.

The coach filed a claim before the FIFA PSC against club for breach of contract on 9 November 2024, requesting compensation. The club defaulted on its answer. The coach signed an employment contract with a Norwegian club on 8 January 2025. The FIFA PSC rendered its decision on 28 January 2025, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 7 March 2025.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer, initially, requesting that the sole arbitrator confirm the FIFA PSC decision. Later, the coach changed its position and opposed the need for an award.

» CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is upheld; (b) the FIFA PSC decision is set aside; (c) the costs of the arbitration are borne by the coach; and (d) the coach shall pay the club a contribution in the amount of CHF 7,500 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that an arbitral tribunal has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings under CAS Code art. R64(5). Moreover, the arbitral tribunal considers, *inter alia*, the conduct of the parties.

The sole arbitrator notes that the coach's procedural conduct does not align with industry standards of behaviour and there would be no need for a FIFA PSC decision if he did. Particularly: (i) the coach failed to submit his employment contract to the FIFA PSC; (ii) the coach failed to notify the FIFA PSC, and subsequently CAS, that he had received the residual compensation from the club after filing his claim; (iii) the coach only submitted his pre-contract before CAS; (iv) the coach failed to address his employment contract in his answer or subsequent submissions; (v) the coach allegedly provided erroneous contact details for the club in his claim before the FIFA PSC.

Accordingly, the only logical explanation that the coach requested to terminate these proceedings without an award while making a request for relief that contradicted his own interest is to conceal his procedural conduct. As such, the sole arbitrator decided that the coach shall pay the club CHF 7,500 as contribution towards its legal and other expenses incurred in connection with these proceedings.

The sole arbitrator decides that the coach's procedural behaviour is abusive.

CAS 2025/A/11295**Urawa Red Diamonds v.
Mario Chavez**Reference number: CAS 2025/A/11295

Award date: -

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Urawa Red Diamonds

Japan

LEGAL TEAM

Field-R Law Offices in Tokyo, Japan

Shoichi Sugiyama | Attorney-at-law**Shun Takahashi** | Attorney-at-law

Fernandez Nakajima Law Office in Tokyo, Japan

Marisa Fernandez Nakajima | Attorney-at-law**RESPONDENT**

Coach

Mario Chavez

Chile



Sweden

LEGAL TEAM

Atlas Entertainment & Advisory in Zurich, Switzerland

Ludovic Delechat | Attorney-at-law**SOLE ARBITRATOR****James Kitching** | Attorney-at-law in Adelaide, Australia**CATEGORY****Employment, Status & Transfer****ISSUES**

costs; damages; termination

RELEVANT RULES & REGULATIONS

CAS Code; arts. R57, R64

FIFA RSTP, Annexe 2; art. 6

LANGUAGE

English

KEYWORDS

abusive behaviour; breach of contract; just cause; liquidated damages

CASE LAW CITED» **De novo review, scope:** CAS 2007/A/1394.» **Liquidated damages, requirements:** CAS 2015/A/3999-4000.**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

Main issue**Is the coach's procedural behaviour abusive?**

Yes, the coach's procedural behaviour is abusive.

CAS 2025/A/11295**Urawa Red Diamonds v.
Mario Chavez****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **9 November 2024:** coach filed claim
- / **28 January 2025:** decision rendered
- / **7 March 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **27 March 2025:** club filed statement of appeal
- / **17 April 2025:** club filed appeal brief
- / **12 May 2025:** sole arbitrator appointed
- / **22 May 2025:** coach filed answer
- / **4 July 2025:** sole arbitrator decided to hold hearing
- / **19 August 2025:** coach filed submission
- / **19 August 2025:** coach requested termination order
- / **22 August 2025:** club filed submission
- / **22 August 2025:** club objected
- / **29 August 2025:** coach filed submission
- / **16 January 2026:** sole arbitrator issued award

Background

The parties signed a pre-contract around 27 November 2023 and signed an employment agreement on 31 January 2024, valid for a season with a conditional option for the following season. The club proposed mutual termination on 26 August 2024 after poor sporting performance. The club unilaterally terminated the coach's employment contract on 3 September 2024.

The coach filed a claim before the FIFA PSC against club for breach of contract on 9 November 2024, requesting compensation. The club defaulted on its answer. The coach signed an employment contract with a Norwegian club on 10 January 2025. The FIFA PSC rendered its decision on 28 January 2025, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 7 March 2025.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer, initially, requesting that the sole arbitrator confirm the FIFA PSC decision. Later, the coach changed its position and opposed the need for an award.

» CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is upheld; (b) the FIFA PSC decision is set aside; (c) the costs of the arbitration are borne by the coach; and (d) the coach shall pay the club a contribution in the amount of CHF 7,500 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that an arbitral tribunal has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings under CAS Code art. R64(5). Moreover, the arbitral tribunal considers, inter alia, the conduct of the parties.

The sole arbitrator notes that the coach's procedural conduct does not align with industry standards of behaviour and there would be no need for a FIFA PSC decision if he did. Particularly: (i) the coach failed to submit his employment contract to the FIFA PSC; (ii) the coach failed to notify the FIFA PSC, and subsequently CAS, that he had received the residual compensation from the club after filing his claim; (iii) the coach only submitted his pre-contract before CAS; (iv) the coach failed to address his employment contract in his answer or subsequent submissions; (v) the coach allegedly provided erroneous contact details for the club in his claim before the FIFA PSC.

Accordingly, the only logical explanation that the coach requested to terminate these proceedings without an award while making a request for relief that contradicted his own interest is to conceal his procedural conduct. As such, the sole arbitrator decided that the coach shall pay the club CHF 7,500 as contribution towards its legal and other expenses incurred in connection with these proceedings.

The sole arbitrator decides that the coach's procedural behaviour is abusive.

CAS 2025/A/11286**Ngezi Platinum Stars Football Club
v. Benjani Mwaruwari & FIFA**Reference number: [CAS 2025/A/11286](#)

Award date: 23 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Ngezi Platinum Stars Football Club	 Zimbabwe	Coach Benjani Mwaruwari	 England
LEGAL TEAM BDP Attorneys in Cape Town, South Africa Lyrique Du Plessis Eben Koen		LEGAL TEAM Touchwood Intermediaries Oy in Helsinki, Finland Ndabezinhle Nyathi	
SOLE ARBITRATOR		RESPONDENT	
Andrew Mercer United Kingdom		 IF Fédération Internationale de Football Association (FIFA)	 Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Roberto Nájera Reyes Head of litigation	

CATEGORY**Employment, Status & Transfer****ISSUES***de novo* review**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

FIFA RSTP; art. 22(1)(c)

LANGUAGE

English

KEYWORDS

preclusion; scope

CASE LAW CITED

- » **Estoppel, preclusion:** CAS 2012/A/2899; CAS 2015/A/3883; CAS 2020/A/7267; CAS 2021/A/7859; CAS 2021/A/8079; CAS 2024/A/10725.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue

Is the club estopped from objecting to the FIFA PSC jurisdiction after failing to participate in the original proceedings?

Yes, the club is precluded from objecting to the FIFA PSC jurisdiction after failing to participate in the original proceedings.

CAS 2025/A/11286**Ngezi Platinum Stars Football Club
v. Benjani Mwaruwari & FIFA****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **14 March 2024:** coach filed claim
- / **5 November 2024:** decision rendered
- / **6 December 2024:** decision rectified
- / **11 March 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **24 March 2025:** club filed statement of appeal
- / **30 April 2025:** club filed appeal brief
- / **4 June 2025:** sole arbitrator appointed
- / **17 June 2025:** coach filed answer
- / **12 August 2025:** FIFA filed answer
- / **21 August 2025:** sole arbitrator decided to hold hearing
- / **August-October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 October 2025:** sole arbitrator held remote hearing
- / **23 February 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 17 March 2022. The club unilaterally terminated the coach's employment contract on 25 July 2022.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 14 March 2024, requesting compensation. The club defaulted on its answer. The FIFA PSC rendered its decision on 5 November 2024, rectified on 6 December 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 11 March 2025.

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

» CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that the *de novo* review powers of a CAS panel are limited by the issues decided in the original proceedings.

The sole arbitrator notes that the club failed to participate in the proceedings before the FIFA PSC. Its deliberate non-participation renders it precluded from objecting to the FIFA PSC's jurisdiction before CAS.

The sole arbitrator decides that the club is precluded from objecting to the FIFA PSC jurisdiction after failing to participate in the original proceedings.

TAS 2025/A/11123**Cyril Plouzenec c. Federation
Gabonaise de Football (FEGAFOOT)**Reference number: [TAS 2025/A/11123](#)

Award date: 5 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Cyril Plouzenec	 France	 Member association Federation Gabonaise de Football (FEGAFOOT)	 Gabon
LEGAL TEAM Christophe Bertrand Attorney-at-law in Paris, France		LEGAL TEAM Joelle Monlouis Attorney-at-law in Paris, France Jean-Samuel Leuba Attorney-at-law in Lausanne, Switzerland	
SOLE ARBITRATOR		Nicolas Cottier Attorney-at-law in St-Prex, Switzerland	

CATEGORY**Employment, Status & Transfer****ISSUES**admissibility; damages; *locus standi*; termination**RELEVANT RULES & REGULATIONS**

FIFA Procedural Rules governing the Football Tribunal; art. 25
 FIFA RSTP; art. 14bis, 22, 23
 FIFA RSTP, annexe 2; arts. 3, 5, 6
 FIFA Statutes; art. 50
 SCO; arts. 20, 104, 544

LANGUAGE

French

KEYWORDSbreach of contract; compensation; joint liability; just cause; *locus standi***CASE LAW CITED**

- » **Coach, definition:** TAS 2007/A/1268.
- » **Intervention, association:** TAS 2020/A/6748.
- » **Locus standi, association:** TAS 2018/A/6044.
- » **Locus standi, horizontal dispute:** TAS 2015/A/3896.
- » **Locus standi, joint liability:** ATF 142 III 782.
- » **Locus standi, vertical dispute:** TAS 2007/A/1367.
- » **Standing to be sued, merits issue:** ATF 138 III 213; SFT 4A_404/2016; SFT 5A_643/2016.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue**Did the coach have just cause to terminate his employment contract**

Yes, the coach had just cause to terminate his employment contract.

TAS 2025/A/11123

**Cyril Plouzenec c. Federation
Gabonaise de Football (FEGAFOOT)**

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

- / **6 March 2024:** coach filed claim
- / **29 October 2024:** decision rendered
- / **18 December 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **7 January 2025:** coach filed statement of appeal
- / **7 January 2025:** coach requested legal aid
- / **23 April 2025:** legal aid granted
- / **30 April 2025:** FIFA renounced intervention
- / **16 May 2025:** sole arbitrator appointed
- / **22 May 2025:** coach filed appeal brief
- / **30 June 2025:** member association filed answer
- / **30 June 2025:** member association objected admissibility
- / **8 July 2025:** coach filed comments
- / **10 July 2025:** sole arbitrator decided to hold hearing
- / **21 July 2025:** member association filed comments
- / **14 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 August 2025:** sole arbitrator held remote hearing
- / **27 August 2025:** sole arbitrator suspended proceedings
- / **9 September 2025:** sole arbitrator lifted suspension
- / **5 March 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 September 2019, which was later extended. The member association repeatedly failed to comply with its financial obligations from 2021 onward despite multiple reminders. The coach terminated his employment contract on 6 October 2023. The member association alleged that the Gabonese government was liable to pay for his salaries, not the member association.

The coach filed a claim before the FIFA PSC against the member association for breach of contract on 6 March 2024. The FIFA PSC rendered its decision on 29 October 2024, deciding that it lacked jurisdiction. The FIFA PSC notified its decision's grounds on 18 December 2024.

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

» TAS 2025/A/11123 Cyril Plouzenne c. Federation Gabonaise de Football (FEGAFOOT)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the coach is partially upheld; (b) the FIFA PSC decision is amended; (c) the award is rendered without costs; and (d) the member association shall pay the coach a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a contract may be terminated by either party without consequences of any kind where there is just cause.

The sole arbitrator notes that the Gabonese government acted merely as a funder, while the member association remained liable for the coach's salaries. The coach sent frequent reminders to the member association.

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

CAS 2024/A/10723**Miguel Fernando Dias Pinto v.
Al-Hazem Sport Club**Reference number: [CAS 2024/A/10723](#)

Award date: 6 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Miguel Fernando Dias Pinto	 Portugal	 Club Al-Hazem Sport Club	 Saudi Arabia
LEGAL TEAM Tannuri Ribeiro Advogados, São Paulo, Brazil Breno Costa Ramos Tannuri Attorney-at-law		LEGAL TEAM Global Sport Consulting Law Firm in Monastir, Tunisia Ali Abbes Attorney-at-law Mohamed Rokbani Attorney-at-law	
SOLE ARBITRATOR		Fabio Iudica Attorney-at-law in Milan, Italy	

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

damages; request for relief; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R56

FIFA RSTP; art. 17

FIFA RSTP, annexe 2; art. 6(2)

SCO; arts. 319, 337c(1), 361, 362(1), 339(1)

LANGUAGE

English

KEYWORDSbreach of contract; compensation; just cause; *ne ultra petita***CASE LAW CITED**

- » **Compensation, reciprocity:** CAS 2017/A/5242.
- » **Compensation, residual value:** CAS 2020/A/6798.
- » **Liquidated damages, nature:** CAS 2013/A/3411; CAS 2016/A/4550; CAS 2019/A/6337.
- » **Liquidated damages, requirements:** CAS 2015/A/4122; CAS 2017/A/5125; CAS 2020/A/6961.
- » **Request for relief, *ne ultra petita*:** CAS 2016/A/4384; CAS 2017/A/5339; CAS 2020/A/6916; CAS 2021/A/8334.
- » **Termination, sporting performance:** CAS 2016/A/4846; CAS 2017/A/5402; CAS 2020/A/6798.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue**Did the club have just cause to terminate the coach's employment contract?**

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

CAS 2024/A/10723**Miguel Fernando Dias Pinto v.
Al-Hazem Sport Club****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **21 December 2023:** coach filed claim
- / **23 April 2024:** decision rendered
- / **14 June 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **5 July 2024:** coach filed statement of appeal
- / **5 July 2024:** coach requested legal aid
- / **2 October 2024:** legal aid granted
- / **25 October 2024:** FIFA renounced intervention
- / **18 April 2025:** coach filed appeal brief
- / **16 May 2025:** club filed answer
- / **30 May 2025:** sole arbitrator appointed
- / **26 June 2025:** sole arbitrator decided to hold hearings
- / **16 October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 October 2025:** sole arbitrator held remote hearing
- / **23 October 2025:** club submitted new evidence
- / **10 November 2025:** coach filed comments
- / **6 March 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 June 2022, renewing it on 6 June 2023. The club orally dismissed the coach on 5 October 2023 following poor sporting results. The club formally terminated the coach's employment contract in writing on 17 October 2023. The club paid the coach a four-month liquidated damages clause.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 21 December 2023, requesting, *inter alia*, additional compensation. The FIFA PSC rendered its decision on 23 April 2024, partially accepting the coach's claim but rejecting the coach's request for additional compensation. The FIFA PSC notified its decision's grounds on 14 June 2024.

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

» CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that mandatory Swiss employment law requires compensation equivalent to the residual value of the contract when termination occurs without just cause.

The sole arbitrator notes that the liquidated damages clause provided for in the coach's employment contract limited compensation to four monthly salaries. As such, it is substantially less than the residual value.

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

CAS 2024/A/11019**Antonio Filipe de Sousa Gouveia v.
Al-Hazem Sport Club**Reference number: CAS 2024/A/11019

Award date: 6 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Antonio Filipe de Sousa Gouveia	 Portugal	 Club Al-Hazem Sport Club	 Saudi Arabia
LEGAL TEAM Tannuri Ribeiro Advogados, São Paulo, Brazil Breno Costa Ramos Tannuri Attorney-at-law		LEGAL TEAM Global Sport Consulting Law Firm in Monastir, Tunisia Ali Abbes Attorney-at-law Mohamed Rokbani Attorney-at-law	
SOLE ARBITRATOR		Fabio Iudica Attorney-at-law in Milan, Italy	

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

damages; request for relief; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R56

FIFA RSTP; art. 17

FIFA RSTP, annexe 2; art. 6(2)

SCO; arts. 319, 337c(1), 361, 362(1), 339(1)

LANGUAGE

English

KEYWORDSbreach of contract; compensation; just cause; *ne ultra petita***CASE LAW CITED**

- » **Compensation, reciprocity:** CAS 2017/A/5242.
- » **Compensation, residual value:** CAS 2020/A/6798.
- » **Liquidated damages, nature:** CAS 2013/A/3411; CAS 2016/A/4550; CAS 2019/A/6337.
- » **Liquidated damages, requirements:** CAS 2015/A/4122; CAS 2017/A/5125; CAS 2020/A/6961.
- » **Request for relief, *ne ultra petita*:** CAS 2016/A/4384; CAS 2017/A/5339; CAS 2020/A/6916; CAS 2021/A/8334.
- » **Termination, sporting performance:** CAS 2016/A/4846; CAS 2017/A/5402; CAS 2020/A/6798.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue**Did the club have just cause to terminate the coach's employment contract?**

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

CAS 2024/A/11019**Antonio Filipe de Sousa Gouveia v.
Al-Hazem Sport Club****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **26 April 2024:** coach filed claim
- / **27 August 2024:** decision rendered
- / **29 October 2024:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **19 November 2024:** coach filed statement of appeal
- / **4 December 2024:** FIFA renounced intervention
- / **18 April 2025:** coach filed appeal brief
- / **16 May 2024:** club filed answer
- / **30 May 2025:** sole arbitrator appointed
- / **26 June 2025:** sole arbitrator decided to hold hearing
- / **16 October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 October 2025:** sole arbitrator held remote hearing
- / **23 October 2025:** club submitted new evidence
- / **10 November 2025:** coach filed comments
- / **6 March 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 June 2022, renewing it on 6 June 2023. The club orally dismissed the coach on 5 October 2023 following poor sporting results. The club formally terminated the coach's employment contract in writing on 17 October 2023. The club paid the coach a four-month liquidated damages clause.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 26 April 2024, requesting, *inter alia*, additional compensation. The FIFA PSC rendered its decision on 27 August 2024, partially accepting the coach's claim but rejecting the coach's request for additional compensation. The FIFA PSC notified its decision's grounds on 29 October 2024.

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

» CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that mandatory Swiss employment law requires compensation equivalent to the residual value of the contract when termination occurs without just cause.

The sole arbitrator notes that the liquidated damages clause provided for in the coach's employment contract limited compensation to four monthly salaries. As such, it is substantially less than the residual value.

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

CAS 2025/A/11365

Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)

Reference number: [CAS 2025/A/11365](#)

Award date: 10 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT



Club

Sport Club Corinthians Paulista



Brazil

LEGAL TEAM

Sergio Ventura Engelberg | Attorney-at-law in São Paulo, Brazil

RESPONDENT



Club

Private Stock Company Football Club Shakhtar Donetsk



Ukraine

LEGAL TEAM

Shakhtar Donetsk in Kyiv, Ukraine

Serhii Palkin | General director

Andrey Kharitonchuk | Head of the legal department

Vladyslav Zaiets-Terekh | Legal advisor

SOLE ARBITRATOR

Manfred Nan

Attorney-at-law in Amsterdam, The Netherlands

RESPONDENT



IF

Fédération Internationale de Football Association (FIFA)



Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of litigation

Roberto Nájera Reyes | Head of litigation

CATEGORY

Employment, Status & Transfer

ISSUES

transfer; sanction

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis

LANGUAGE

English

KEYWORDS

breach of contract; proportionality; transfer contract

CASE LAW CITED

- » **Failure to comply, financial hardship:** CAS 2014/A/3533; CAS 2016/A/4402; CAS 2017/A/5496; CAS 2018/A/5802.
- » **Interest rate, applicable rate:** CAS 2010/A/2128.
- » **Sanction, debtor:** CAS 2016/A/4705; CAS 2018/A/5683.
- » **Sanction, proportionality:** CAS 2022/A/8695.

ORIGIN

FIFA Football Tribunal Players' Status Chamber

Main issue

Does Corinthians owe Shakhtar overdue payables?

Yes, Corinthians owes Shakhtar overdue payables.

CAS 2025/A/11365

**Sport Club Corinthians Paulista v.
Private Stock Company Football
Club Shakhtar Donetsk & Fédération
Internationale de Football
Association (FIFA)**

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

- / **7 November 2024:** Shakhtar filed claim
- / **18 February 2025:** decision rendered
- / **2 April 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **22 April 2025:** Corinthians filed statement of appeal
- / **2 May 2025:** Corinthians filed appeal brief
- / **18 June 2025:** sole arbitrator appointed
- / **7 July 2025:** Shakhtar filed answer
- / **6 August 2025:** FIFA filed answer
- / **19 August 2025:** sole arbitrator decided not to hold hearing
- / **19 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **10 March 2026:** sole arbitrator issued award

Background

Corinthians and Shakhtar signed a loan agreement on 30 March 2022, extended on 30 December 2022. Corinthians had to pay Shakhtar a fixed fee in two instalments. Shakhtar issued several reminders and default notices. Corinthians failed to comply with its financial obligations.

Shakhtar filed a claim before the FIFA PSC against Corinthians for breach of contract on 7 November 2024. The FIFA PSC rendered its decision on 18 February 2025, accepting Shakhtar's claim. The FIFA PSC notified its decision's grounds on 2 April 2025.

Corinthians filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA PSC decision. Shakhtar and FIFA filed their respective answers, requesting that the sole arbitrator confirm the FIFA PSC decision.

» CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that clubs are required to comply with their financial obligations towards other clubs as per the terms stipulated in the contracts signed. Any club found to have delayed a due payment by more than 30 days without *prima facie* contractual basis may be sanctioned by FIFA.

The sole arbitrator notes that Corinthians failed to pay Shakhtar. As such, it is liable to pay Shakhtar the principal amount as well as the contractual penalty and the 10% interest *per annum* as stipulated in the loan agreement. In addition, Corinthians infringed the FIFA RSTP art. 12*bis* and the fine imposed by FIFA is proportionate.

The sole arbitrator decides that Corinthians owes Shakhtar overdue payables.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Judicial Bodies

Disciplinary & Appeal Committees



CAS 2025/A/11319

A v. FIFA & B

Reference number: [CAS 2025/A/11319](#)

Award date: 22 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT

Club
A

LEGAL TEAM

Ruiz-Huerta & Crespo Sports Lawyers in Valencia, Spain

Juan de Dios Crespo Pérez | Attorney-at-law**Juan (Emily) Yu** | Attorney-at-law

PANEL

President. **Rui Botica Santos**
Attorney-at-law in Lisbon, Portugal**Arbitrator.** **Jiahe Liu**
Attorney-at-law in Beijing, China**Arbitrator.** **Luigi Fumagalli**
Attorney-at-law in Milan, Italy

RESPONDENT

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

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of litigation**Cristina Pérez González** | Senior legal counsel

RESPONDENT

Coach
B

LEGAL TEAM

MS International Law in Pfäffikon, Switzerland

Melanie Schärer | Attorney-at-law

CATEGORY

Disciplinary

ISSUES

admissibility; appeal; decision; liability; notice;
sanction; statute of limitations

RELEVANT RULES & REGULATIONS

CAS Code; art. R57(l)
FIFA Procedural Rules governing the Football
Tribunal; arts. 10, 15
FIFA RSTP, Annexe 2; art. 8
FIFA Statutes; art. 50(l)
SCC; art. 8

LANGUAGE

English

KEYWORDS

de novo scope; final and binding decision;
internal binding effect; sphere of control; sporting
succession; time-barred; waiver

CASE LAW CITED

- » **Decision, final and binding:** CAS 2018/A/5898.
- » **Diligence, sphere of control:** CAS 2006/A/1153;
CAS 2009/A/1548; CAS 2019/A/6253; CAS
2020/A/7494; CAS 2022/A/8598; CAS
2024/A/10474; CAS 2024/A/10646.

ORIGIN

FIFA Judicial Bodies Disciplinary Committee

Main issue n.1

Can the CAS panel review the findings of the underlying FIFA PSC decision?

No, the CAS panel cannot review it.

Main issue n.2

Did the FIFA DisCo properly impose a registration ban on the club for failure to comply with a FIFA PSC decision?

Yes, the FIFA Disco properly imposed a registration ban on the club for failure to comply with a FIFA PSC decision.

CAS 2025/A/11319

A v. FIFA & B

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **31 August 2024:** coach filed claim
- / **28 January 2025:** decision rendered
- / **31 January 2025:** operative part notified

**Before the Court of Arbitration for
Sport**

- / **7 April 2025:** club filed statement of appeal
- / **7 April 2025:** club requested stay
- / **17 April 2025:** FIFA objected
- / **28 April 2025:** coach objected
- / **30 April 2025:** panel constituted
- / **23 May 2025:** coach filed answer
- / **4 June 2025:** FIFA filed answer
- / **5 June 2025:** stay denied
- / **17 June 2025:** panel held CMC
- / **17 June 2025:** panel decided to hold remote hearing
- / **24 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 September 2025:** panel held remote hearing
- / **22 December 2025:** panel issued award

Background

The coach and the original debtor signed an employment agreement on 1 April 2021. The coach terminated his employment contract with the club on 28 March 2022 as the club did not comply with its financial obligations. The coach filed a claim before the FIFA PSC on 6 April 2022. The FIFA PSC closed the coach's claim on 2 September 2022 due to the original debtor's disaffiliation.

The coach re-filed his claim before the FIFA PSC on 31 August 2024 against the club as the original debtor's sporting successor. The FIFA PSC rendered its decision on 28 January 2025, partially accepting the coach's claim. The FIFA PSC notified its decision's operative part on 31 January 2025. The FIFA PSC decision became final and binding on 11 February 2025 as the club and the coach did not request its grounds.

The coach requested that the FIFA DisCo open disciplinary proceedings against the club on 23 March 2025 for failure to comply with the FIFA PSC decision. The FIFA DisCo rendered its decision on 26 March 2025, imposing a transfer ban on the club. The FIFA DisCo notified its decision's grounds on the same date.

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

» CAS 2025/A/11319 A v. FIFA & B

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club with respect to the FIFA PSC decision is inadmissible; (b) the appeal filed by the club with respect to the FIFA DisCo decision is dismissed; (c) the FIFA DisCo decision is confirmed; (d) the costs of the arbitration are borne by the club; and (e) the club shall pay the coach a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue n.1

The panel reasons that a CAS panel has full power to review the facts and the law under the CAS Code art. R57(1). As such, CAS appeals arbitration proceedings entails a *de novo* review of the merits of the case and is not confined to deciding whether the appealed decision was correct.

The panel notes that the club appealed a decision rendered by the FIFA DisCo. As such, the club's appeal is confined to the FIFA DisCo's imposition of a registration ban on the club for failing to comply with a FIFA PSC decision.

The panel decides that the CAS panel cannot review the findings of the underlying FIFA PSC decision.

Main issue n.2

The panel reasons that the FIFA DisCo is entitled to impose a registration ban on a club if it fails to comply with a FIFA PSC decision under the FIFA RSTP, Annexe 2, art. 8.

The panel notes that the club failed to comply with the FIFA PSC decision. As such, the FIFA DisCo imposed a registration ban on the club accordingly.

The panel decides that the FIFA DisCo properly imposed a registration ban on the club for failure to comply with a FIFA PSC decision.

CAS 2025/A/11887

A v. FIFA

Reference number: [CAS 2025/A/11887](#)

Award date: 9 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT

Club
A

LEGAL TEAM

Kristof De Saedeleer | Attorney-at-law in Aalst, Belgium

RESPONDENT



IF

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



Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Roberto Nájera Reyes | Head of litigation

Rodrigo Morais | Senior legal counsel

SOLE ARBITRATOR

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

CATEGORY

Procedural

ISSUES

provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

LANGUAGE

English

KEYWORDS

irreparable harm; request for stay

CASE LAW CITED

- » **Irreparable harm, burden of proof:** CAS 2014/A/3642; CAS 2014/A/3756.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.

ORIGIN

FIFA Judicial Bodies Disciplinary Committee

Main issue n.1

Does the club meet the requirements for the grant of a stay?

No, the club does not meet the requirements.

CAS 2025/A/11887

A v. FIFA

**Before the FIFA Judicial Bodies
Disciplinary Committee**/ **29 May 2025:** FIFA opened disciplinary proceedings/ **9 October 2025:** grounds notified**Before the Court of Arbitration for Sport**/ **29 October 2025:** club filed statement of appeal/ **29 October 2025:** club requested stay/ **11 November 2025:** FIFA objected/ **5 December 2025:** club filed appeal brief/ **31 December 2025:** sole arbitrator appointed/ **5 January 2026:** club reiterated request for stay/ **6 January 2026:** FIFA objected/ **9 January 2026:** sole arbitrator issued order**Background**

The FIFA DRC rendered a decision regarding an employment-related dispute between the club and a player, finding the club to be the sporting successor of B. Thus, responsible for paying the player compensation for breach of contract without just cause plus interest. The FIFA DRC decision included a provision stating that the club would be banned from registering any new players if the club did not comply with FIFA DRC decision.

The FIFA DRC notified its decision's grounds to the club and the player on 9 June 2021. The club appealed to CAS on 29 June 2021. The CAS issued a termination order on 28 September 2021 due to the club's failure to nominate an arbitrator within the granted deadline.

The player requested FIFA to impose a registration ban on the club on 14 October 2021. FIFA informed the club and the respective member association on 27 October 2021 that it had imposed a ban from registering new players on the club for a maximum duration of three consecutive registration periods.

The member association sent an email to FIFA on 21 January 2022 stating that the domestic courts ordered it on 4 January 2022 to allow the club to register new players. In addition, it stated that the club tried to register a new player but the member association could not complete the registration as the FIFA TMS indicated that the club was serving a transfer ban.

The player informed FIFA on 18 February 2022 that the club failed to respect the first registration ban by registering and fielding two players in January 2022. FIFA, then, requested the member association to provide its comments. The member association reiterated its position to FIFA on 23 February 2022. FIFA informed the club and the member association on 2 March 2022 that the registration ban would remain in place.

The player requested the FIFA DisCo to open disciplinary proceedings against the club on 15 March 2022 for potential breach of the FIFA DC art. 15 (ed. 2019). In support, the player claimed that the club had registered and fielded four players while serving the registration ban. The member association emailed FIFA on 22 March 2022, reiterating its position.

The FIFA DisCo opened an investigation against the club on 21 April 2022 and sent a request for information to the member association. The member association informed FIFA on 27 April 2022 that 23 players had been registered for the club between 27 October 2021 and 21 April 2022.

Meanwhile, the club instituted proceedings before the Belgian courts to counter the FIFA DRC decision. The domestic courts dismissed the club's claim for lack of jurisdiction on 4 October 2024. The club and the player entered into a settlement agreement on 9 January 2025. The club complied with its financial obligations included in the settlement agreement.

The FIFA DisCo opened disciplinary proceedings against the club on 29 May 2025 for potential breach of the FIFA DC art. 21 (ed. 2023). FIFA granted the club the opportunity to present its position and requested the member association to

CAS 2025/A/11887

A v. FIFA

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **29 May 2025:** FIFA opened disciplinary proceedings
- / **9 October 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **29 October 2025:** club filed statement of appeal
- / **29 October 2025:** club requested stay
- / **11 November 2025:** FIFA objected
- / **5 December 2025:** club filed appeal brief
- / **31 December 2025:** sole arbitrator appointed
- / **5 January 2026:** club reiterated request for stay
- / **6 January 2026:** FIFA objected
- / **9 January 2026:** sole arbitrator issued order

provide the list of all players registered with the club between 22 April 2022 and 14 June 2023.

The member association provided FIFA with the requested list on 4 June 2025. The club failed to submit its position within the time limit. FIFA informed the club on 17 July 2025 that the matter would be referred to a FIFA DisCo decision. The FIFA DisCo then rendered a decision, sanctioning the club with a ban from registering new players for two consecutive registration periods. The FIFA DisCo notified its decision's grounds on 9 October 2025.

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

» CAS 2025/A/11887 A v. FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that the request for provisional measure filed by the club is dismissed.

Main issue

The sole arbitrator reasons that CAS is authorized to consider an application for provisional measures under CAS Code art. R37. As such, the arbitral tribunal must consider the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties.

The applicant must demonstrate that: (i) the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage to meet the irreparable harm test; (ii) its position is not obviously groundless and that it has reasonable chances eventually to win the case to meet the likelihood of success test; and (iii) the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. These three requirements for the grant of a stay are cumulative.

General allegations of potential harm do not suffice to establish irreparable harm without any concrete evidence to justify damage or potential damage. In addition, registration bans imposed on football clubs do not constitute a risk of irreparable harm automatically simply because a club is banned from registering new players. The applicant must provide evidence demonstrating that the circumstances of its case give rise to actual and irreparable harm, as opposed to hypothetical or speculative damage.

The sole arbitrator notes that the club merely asserted that the registration ban imposed by FIFA in the FIFA DisCo decision would severely and irreversibly damage the club's sporting and financial situation. Particularly, the club alleged that the winter transfer window constitutes a crucial phase of the sporting season during which clubs must be able to strengthen their squads, address injuries, and react to competitive developments. However, the club failed to substantiate any actual harm or submit any evidence to support its arguments. Accordingly, the club failed to meet the criterion of irreparable harm.

The sole arbitrator decides that the club does not meet the requirements for the grant of a stay.

CAS 2025/A/11897

A v. B & FIFA

Reference number: [CAS 2025/A/11897](#)

Award date: 14 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT
Club A	Player B
LEGAL TEAM George-Corneliu Tatar Club's president Guler Bogdan-Madalin Club's TMS manager	LEGAL TEAM Juan Carlos Vásquez Ospina Attorney-at-law in Cali, Colombia
CAS APPEALS ARBITRATION DIVISION President. Corinne Schmidhauser Attorney-at-law in Switzerland	RESPONDENT
	 IF Fédération Internationale de Football Association (FIFA)  Switzerland
	LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Alexander Jacobs Senior legal counsel

CATEGORY

Procedural

ISSUES

provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

PILA; art. 183

LANGUAGE

English

KEYWORDS

irreparable harm; request for stay

CASE LAW CITED

- » **Irreparable harm, burden of proof:** CAS 2005/A/916; CAS 2014/A/3642.
- » **Irreparable harm, requirements:** CAS 2014/A/3642.
- » **Request for stay, irreparable harm test:** CAS 2007/A/1370-1376; CAS 2008/A/1630.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.



ORIGIN

FIFA Judicial Bodies Disciplinary Committee

Main issue

Does the club meet the requirements for the grant of a stay?

No, the club does not meet the requirements.

CAS 2025/A/11897

A v. B & FIFA

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **4 October 2025:** player requested disciplinary proceedings
- / **7 October 2025:** decision rendered

**Before the Court of Arbitration for
Sport**

- / **29 October 2025:** club filed statement of appeal
- / **29 October 2025:** club requested stay
- / **6 November 2025:** club filed complementary submission
- / **2 December 2025:** FIFA objected
- / **10 December 2025:** club filed submission
- / **14 January 2026:** CAS Appeals Arbitration Division president issued order

Background

The player and the club signed an employment agreement on 24 July 2024. The club sent a mutual termination agreement to the player on 17 January 2025. The player filed a claim before the FIFA DRC on 2 February 2025. The club failed to submit a response. The FIFA DRC rendered its decision on 8 August 2025, partially accepting the player's claim.

The player requested that the FIFA DisCo open disciplinary proceedings against the club on 4 October 2025. The FIFA DisCo rendered its decision on 7 October 2025, sanctioning the club. The club contacted FIFA to request a change in its email address in the FIFA Legal Portal on 28 October 2025. The club filed its appeal with CAS on 29 October 2025 regarding both the FIFA DRC and the FIFA DisCo decisions, requesting provisional measures.

The club requested FIFA directly on 31 October 2025 to stay the enforcement of the FIFA DisCo decision pending the appeals proceedings before CAS. The club requested the grounds of the FIFA DRC decision via the FIFA Legal Portal on 3 November 2025. FIFA dismissed the club's request on 5 November 2025. FIFA informed the club on 10 November 2025 that it could not entertain its request for grounds.

FIFA objected to the club's request for stay on 2 December 2025. The player defaulted in its answer to the club's request for stay.

» CAS 2025/A/11897 A v. B & FIFA

MAIN LEGAL FINDINGS

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

Main issue

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

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

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

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

As such, general allegations of potential harm do not suffice to establish irreparable harm without any concrete evidence to justify damage or potential damage. Hypotheses and speculations of potential needs to substitute players, losses of points or sponsors or partners are not proof.

The CAS Appeals Arbitration Division president notes that the club failed to provide any evidence to support its allegations of irreparable harm. Moreover, it did not even provide sufficient explanations to outline its arguments regarding sporting, financial and reputational harm if the request for stay is not granted. Accordingly, the club failed to meet the criterion of irreparable harm.

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

TAS 2025/A/11253**Club Atlético Independiente c.
Fernando Vicente Gaibor & FIFA**Reference number: [TAS 2025/A/11253](#)

Award date: 26 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Club Atlético Independiente	 Argentina	Player Fernando Vicente Gaibor	 Ecuador
LEGAL TEAM Ariel Reck Attorney-at-law in Buenos Aires, Argentina Maximiliano Walker Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM Daniel Mario Crespo Attorney-at-law in Buenos Aires, Argentina Cristian Germán Ferrero Attorney-at-law in Buenos Aires, Argentina	
PANEL		RESPONDENT	
President. Roberto Moreno Rodríguez Alcalá Attorney-at-law & Professor in Asunción, Paraguay Arbitrator. Óscar Chiri Attorney-at-law in Lima, Peru Arbitrator. Gustavo Albano Abreu Professor in Buenos Aires, Argentina		 IF Fédération Internationale de Football Association (FIFA)	 Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Rodrigo Morais Senior legal counsel	

CATEGORY**Disciplinary****ISSUES**

sanction; settlement agreement

RELEVANT RULES & REGULATIONS

FIFA DC; arts. 6, 8

SCC; art. 2

SCO; arts. 6, 19, 32, 33, 75, 76, 104, 160, 161, 162, 163

LANGUAGE

Spanish

KEYWORDSacceleration clause; breach of contract; deference;
penalty clause**CASE LAW CITED**

- » **Breach of contract, financial obligations:** CAS 2020/A/7305.
- » **Burden of proof, allocation:** TAS 2022/O/8822.
- » **Contractual interpretation, *pacta sunt servanda*:** TAS 2022/A/8681.
- » **Freedom of contract, penalties:** ATF 131 III 12; CAS 2014/A/3664.
- » **Freedom of contract, tacit acceptance:** ATF 123 III 53; ATF 112 II 500; CAS 2013/A/3444.
- » **Penalty clause, excessiveness:** ATF 133 III 43; TAS 2024/A/10733.
- » **Penalty clause, public policy:** ATF 133 III 201; CAS 2008/A/1491; CAS 2017/A/5242.
- » **Sanction, deference:** CAS 2014/A/3562; CAS OG 24/09.
- » **Settlement agreement, acceleration clause:** ATF 129 III 276.

ORIGIN

FIFA Judicial Bodies Disciplinary Committee

Main issue n.1**Did the club and the player agree to a deferral agreement?**

No, the settlement agreement between the club and the player remains effective.

Main issue n.2**Is the sanction imposed by FIFA on the club proportionate?**

Yes, the sanction imposed by FIFA on the club is proportionate.

TAS 2025/A/11253**Club Atlético Independiente c.
Fernando Vicente Gaibor & FIFA****Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **9 December 2024:** player requested disciplinary proceedings
- / **16 January 2025:** decision rendered
- / **21 February 2025:** grounds notified

**Before the Court of Arbitration for
Sport**

- / **18 March 2025:** club filed statement of appeal
- / **9 April 2025:** club filed appeal brief
- / **24 April 2025:** player filed answer
- / **14 July 2025:** panel constituted
- / **28 July 2025:** FIFA filed answer
- / **10 September 2025:** panel decided not to hold hearing
- / **12 September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 January 2026:** panel issued award

Background

The FIFA DRC rendered a decision on 23 February 2023, ordering the club to pay the player an amount corresponding to outstanding remuneration and compensation for breach of contract without just cause. A CAS panel issued a decision on 24 January 2024 following an appeal lodged by the club under CAS 2023/A/9555, reducing the total amount due by the club to the player.

The club failed to comply with the CAS award, which led to the FIFA DisCo sanctioning the club on 12 March 2024. The club acknowledged the debt on 7 August 2024 and made a partial payment. The club and the player signed a settlement agreement regarding the outstanding amount. The settlement agreement provided that default would be automatic without the need for prior notice in the event of total or partial non-compliance. The FIFA DisCo lifted the registration ban imposed on the club on 8 August 2024 and closed the disciplinary proceedings.

The player reported the club's non-compliance to the FIFA DisCo on 9 December 2024 and requested the opening of disciplinary proceedings. The club made two partial payments on 11 and 16 December 2024. The FIFA DisCo opened disciplinary proceedings on 19 December 2024. The FIFA DisCo rendered its decision on 16 January 2025, sanctioning the club. The FIFA DisCo notified its decision's grounds on 21 February 2025.

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

» TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA

MAIN LEGAL FINDINGS

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

Main issue n.1

The panel reasons that the burden of proof lies with the party claiming a disputed fact.

The panel notes that the club did not discharge its burden of proof to show that the player agreed to the deferral agreement. The club made partial payments instead of establishing a new payment schedule. As such, the club owes contractual penalties to the player as established in the settlement agreement. Moreover, the acceleration clause applies.

The panel decides that the settlement agreement between the club and the player remains effective.

Main issue n.2

The panel reasons that there is a significant degree of deference to an association and its decisions, including sanctions. The imposition of a sanction by an association may be reviewed if it is manifestly disproportionate.

The panel notes that the fine imposed by FIFA on the club falls within the regulatory maximum. As such, it is *prima facie* consistent and is not evidently disproportionate. In addition, the club repeatedly failed to comply with its financial obligations towards the player.

The panel decides that the sanction imposed by FIFA on the club is proportionate

CAS 2025/A/11990 A v. FIFA
CAS 2025/A/11991 B v. FIFA
CAS 2025/A/11992 C v. FIFA
CAS 2025/A/11996 H v. FIFA
CAS 2025/A/11998 D v. FIFA
CAS 2025/A/11999 E v. FIFA
CAS 2025/A/12000 F v. FIFA
CAS 2025/A/12002 G v. FIFA

Reference number: [CAS 2025/A/11990](#);
[CAS 2025/A/11991](#); [CAS 2025/A/11992](#); [CAS 2025/A/11996](#); [CAS 2025/A/11998](#); [CAS 2025/A/11999](#); [CAS 2025/A/12000](#); [CAS 2025/A/12002](#)

Award date: 25 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANTS		RESPONDENT	
Player A, B & C		FIFA IF Fédération Internationale de Football Association (FIFA)	Switzerland
LEGAL TEAM Luca Tettamanti Attorney-at-law in Lugano, Switzerland Tomás Pereda Attorney-at-law in Lugano, Switzerland			
APPELLANTS		RESPONDENT	
Player D, E, F & G		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation Roberto Nájera Reyes Head of litigation	
LEGAL TEAM Alejandro Pascual Madrid Attorney-at-law in Valencia, Spain			
APPELLANT		PANEL	
Member association H		President. Lars Hilliger Attorney-at-law in Copenhagen, Denmark	
LEGAL TEAM Serge Vittoz Attorney-at-law in Geneva, Switzerland		Arbitrator. José Luis Andrade Attorney-at-law in Porto, Portugal	
		Arbitrator. Massimo Coccia Professor and Attorney-at-law in Rome, Italy	

CATEGORY

Procedural

ISSUES

provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

FIFA DC; art. 22

LANGUAGE

English

KEYWORDS

balance of interest; likelihood of success;
irreparable harm; request for stay



CASE LAW CITED

- » **Balance of interest, requirements:** CAS 2022/A/9025.
- » **Balance of interest, third parties:** CAS 2004/A/708-709; CAS 2006/A/1088; CAS 2020/A/6796.
- » **Irreparable harm, procedural behaviour:** CAS 2011/A/2473; CAS 2013/A/3094; CAS 2015/A/11319.
- » **Irreparable harm, requirements:** CAS 2010/A/2113; CAS 2014/A/3642; CAS 2014/A/3756.
- » **Irreparable harm, suspension:** CAS 2014/A/3571; CAS 2016/A/4710; CAS 2020/A/6796; CAS 2021/A/8161-8162; CAS 2023/A/9982.
- » **Likelihood of success, requirements:** CAS 2014/A/3703.
- » **Request for stay, cumulative requirements:** CAS OG 02/004; CAS 2007/A/1370-1376.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; CAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376.

ORIGIN

FIFA Judicial Bodies Appeal Committee

Main issue

Do the players meet the requirements for the grant of a stay?

Yes, the players meet the requirements.

CAS 2025/A/11990 A v. FIFA
CAS 2025/A/11991 B v. FIFA
CAS 2025/A/11992 C v. FIFA
CAS 2025/A/11996 H v. FIFA
CAS 2025/A/11998 D v. FIFA
CAS 2025/A/11999 E v. FIFA
CAS 2025/A/12000 F v. FIFA
CAS 2025/A/12002 G v. FIFA

Before the FIFA Judicial Bodies Disciplinary Committee

- / **22 August 2025:** disciplinary proceeding against member association opened
- / **28 August 2025:** disciplinary proceedings against players opened
- / **25 September 2025:** decision rendered
- / **6 October 2025:** grounds notified

Before the Court of Arbitration for Sport

- / **5 December 2025:** appellants filed statement of appeal
- / **5 December 2025:** players requested stay
- / **24 December 2025:** FIFA objected
- / **30 December 2025:** players filed appeal briefs
- / **8 January 2026:** member association filed appeal brief
- / **9 January 2026:** panel constituted
- / **26 January 2026:** panel issued operative part
- / **25 February 2026:** panel issued reasoned order

Background

The member association submitted eligibility inquiries to FIFA for seven foreign-born players between March and June 2025. FIFA initially confirmed the players' apparent eligibility. The players subsequently appeared in multiple matches for the member association's first team.

A complaint was lodged against the member association on 11 June 2025, alleging irregularities in the players' naturalizations. FIFA investigated and obtained authentic birth certificates showing that none of the players' grandparents were born in the member association's corresponding country. The investigation concluded that the documents previously provided were forged.

The FIFA DisCo opened disciplinary proceedings against the member association on 22 August 2025 and against the players on 28 August 2025. The FIFA DisCo rendered its decision on 25 September 2025, sanctioning the member association and the players. The FIFA DisCo notified its decision's grounds on 6 October 2025.

The players and the member association filed an appeal before the FIFA AC on 8–9 October 2025. The players requested a stay of their suspension of 12 months on 14 October 2025. The FIFA AC denied the players' request for stay. The FIFA AC rendered its decision on 3 November 2025. The FIFA AC notified its decision's grounds on 17 November 2025.

The players and the member association filed their respective appeals with CAS, requesting that the panel set aside the FIFA AC decision. *Inter alia*, the players requested a stay of their suspension. FIFA filed its answer, requesting that the panel confirm the FIFA AC decision.

» CAS 2025/A/11990 A v. FIFA
CAS 2025/A/11991 B v. FIFA
CAS 2025/A/11992 C v. FIFA
CAS 2025/A/11996 H v. FIFA

CAS 2025/A/11998 D v. FIFA
CAS 2025/A/11999 E v. FIFA
CAS 2025/A/12000 F v. FIFA
CAS 2025/A/12002 G v. FIFA

MAIN LEGAL FINDINGS

The panel decided that the request for provisional measure filed by the players is granted.

Main issue

The panel reasons that an arbitral tribunal established under the CAS Code art. R37 is authorized to consider an application for provisional measures. It must consider the following cumulative factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties.

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

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

A suspension can cause irreparable harm to a player given the finite and brief career span of most athletes. However, being prevented from competing in sports events in general is not sufficient to justify a stay. The mere risk of not being able to participate in competitions is insufficient to establish irreparable harm as an inevitable and legitimate consequence of a suspension, even if it may have a significant sporting impact on the player's career. This is the premise under which a player's request for a stay must be assessed.

An applicant must make at least a plausible case that the facts relied upon and the right sought to be enforced exists on a *prima facie* analysis to show likelihood of success. Moreover, the applicant must show that the material criteria for a cause of action are fulfilled.

The panel notes that the sanction imposed on the players is not only a restriction on their eligibility to play in official matches, but a general suspension from all football-related activities. As such, the players are prevented from participating in official matches, unofficial matches, and organized training. In other words, the players are prevented from working for a substantial period and have shown that they would suffer irreparable harm if the stay were not granted.

The players submit that they: (i) never forged or used any forged documents; and (ii) were unaware of any alleged use of forged documents in any eligibility procedure conducted by the member association before FIFA. The players' position cannot be considered groundless. As such, the players' chances of success on the merits cannot be discounted on a *prima facie* analysis.

»	CAS 2025/A/11990 A v. FIFA	CAS 2025/A/11996 H v. FIFA	CAS 2025/A/12000 F v. FIFA
	CAS 2025/A/11991 B v. FIFA	CAS 2025/A/11998 D v. FIFA	CAS 2025/A/12002 G v. FIFA
	CAS 2025/A/11992 C v. FIFA	CAS 2025/A/11999 E v. FIFA	

FIFA has substantial interest in maintaining and protecting the sanction imposed on the players to ensure the credibility of FIFA's disciplinary framework and the integrity of competitions. However, the sanction imposed on the players would be reinstated with less than a few months' delay if the players' appeals are dismissed.

Such a delay does not undermine FIFA's interest in maintaining the sanction's deterrent effect as: (i) the sanction would be merely postponed if confirmed; (ii) the operative part of the award on the merits will be issued prior to the next window for international match calendar; and (iii) FIFA's public signal that manipulation of official documents in unacceptable and severely sanctionable has already been conveyed to the world of football as it has attracted a lot of media interest.

Furthermore, the players' exclusion from training and playing matches with their employing clubs is negatively affecting the interests of those clubs. This would be impossible to redress at a later stage if the players were to prevail on the merits of this case. As such, the balance of interest tips in favour of the players and of their employing clubs as third parties.

The panel decides that the players meet the requirements for the grant of a stay.

CAS 2025/A/11507

Future FC v. Taylor Diawisie & FIFA

Reference number: [CAS 2025/A/11507](#)

Award date: 19 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Future FC	 Egypt	Player Taylor Diawisie	 Ghana
LEGAL TEAM Almeida & Associados in Portugal Gonçalo Almeida Attorney-at-law Margarida Garcia de Oliveira Attorney-at-law António de Carvalho Vicente Attorney-at-law		LEGAL TEAM Vermeer Sports Law in the Netherlands Roy Vermeer Attorney-at-law	
SOLE ARBITRATOR		RESPONDENT	
Sofoklis P. Pilavios Attorney-at-law in Athens, Greece		 IF Fédération Internationale de Football Association (FIFA)	 Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation Alexander Jacobs Senior legal counsel	

CATEGORY**Disciplinary****ISSUES**

sanction

RELEVANT RULES & REGULATIONS

FIFA DC; art. 54(10)

SCC; art. 8

LANGUAGE

English

KEYWORDS

burden of proof

CASE LAW CITED

» **Failure to comply, financial hardship:**
 CAS 2005/A/957; CAS 2014/A/3533; CAS
 2016/A/4402; CAS 2018/A/5537; CAS
 2018/A/5779.

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee

Main issue

Did the club establish a *force majeure* event that prevents it from complying with its financial obligations?

No, the club did not establish a *force majeure* event that prevented it from complying with its financial obligations.

CAS 2025/A/11507

Future FC v.
Taylor Diawisie & FIFA

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **24 February 2025:** player requested disciplinary proceedings
- / **4 March 2025:** disciplinary proceedings opened
- / **4 March 2025:** proposal submitted
- / **26 March 2025:** player filed submission
- / **4 April 2025:** proposal updated
- / **8 April 2025:** club rejected proposal
- / **24 April 2025:** decision rendered
- / **21 May 2025:** grounds notified
- / **27 May 2025:** grounds rectified

**Before the Court of Arbitration for
Sport**

- / **11 June 2025:** club filed statement of appeal
- / **11 July 2025:** club filed appeal brief
- / **11 July 2025:** club requested stay
- / **31 July 2025:** FIFA objected
- / **18 August 2025:** player objected
- / **22 August 2025:** club withdrew stay request
- / **2 October 2025:** sole arbitrator appointed
- / **8 October 2025:** player filed answer
- / **17 October 2025:** FIFA filed answer
- / **30 October 2025:** sole arbitrator decided not to hold hearing
- / **October–November 2025:** CAS Court Office forwarded order of procedure to the parties
- / **19 March 2026:** sole arbitrator issued award

Background

The player and the club entered into an employment contract in September 2021, with subsequent renewals. The player terminated his employment contract with just cause due to unpaid salaries on 11 May 2023.

The player filed a claim before the FIFA DRC on 16 June 2023. The FIFA DRC ordered the club to pay the player outstanding remuneration and compensation on 17 August 2023. The club appealed to CAS, which confirmed the FIFA DRC decision in May 2024.

The parties concluded a settlement agreement on 5 September 2024. The club failed to comply with the third instalment due on 9 February 2025. The player requested that the FIFA DisCo open disciplinary proceedings against the club on 24 February 2025.

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

» CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that economic or banking difficulties do not constitute a *force majeure* event under CAS jurisprudence without strict proof.

The sole arbitrator notes that the club failed to provide sufficient evidence of economic or banking difficulties.

The sole arbitrator decides that the club did not establish a *force majeure* event that prevented it from complying with its financial obligations.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Clearing House



CAS 2024/A/10949

C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)

Reference number: [CAS 2024/A/10949](#)

Award date: 20 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club C.F. Rayo Majadahonda S.A.D.	 Spain	 Club MEE DSSC DRC Dnipro	 Ukraine
LEGAL TEAM Elite Law AS in Switzerland Luca Tettamanti Attorney-at-law Tomás Pereda Attorney-at-law		LEGAL TEAM Not available	
SOLE ARBITRATOR		RESPONDENT	
Martin Schimke Attorney-at-law in Düsseldorf, Germany		 Club DIUSC Inter Dnipro	 Ukraine
		LEGAL TEAM Not available	
		RESPONDENT	
		 Club DIUSSH Novomoskovsk	 Ukraine
		LEGAL TEAM Not available	
		RESPONDENT	
		 IF Fédération Internationale de Football Association (FIFA)	 Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation Roberto Nájera Reyes Head of litigation	

CATEGORY

Clearing House

ISSUES

minor; training rewards

RELEVANT RULES & REGULATIONS

FIFA CHR; art. 9
 FIFA RSTP; arts. 5, 9, 19, 20
 FIFA RSTP, annexe 7; art. 7

LANGUAGE

English

KEYWORDS

EPP; LME; training compensation; waiver

CASE LAW CITED

- » **FIFA RSTP, annexe 7:** CAS 2022/A/9016.
- » **Principles, contra proferentem:** CAS 2013/A/3324. CAS 2020/A/7002; CAS 2021/A/7701; CAS 2022/A/9053; CAS 2024/A/10573.
- » **Regulatory interpretation, contextual analysis:** CAS 2013/A/3324.
- » **Regulatory interpretation, methods:** CAS 2009/A/1810-1811; CAS 2021/A/8054; CAS 2022/A/8915; CAS 2025/A/11604.
- » **Training compensation, waiver:** CAS 2021/A/8392; CAS 2023/A/9975-9976; CAS 2023/A/10041; CAS 2024/A/10453.

ORIGIN

FIFA General Secretariat

Main issue n.1

Is Rayo exempt from paying training compensation?

No, Rayo is not exempt from paying training compensation.

Main issue n.2

Did Novomoskovsk waive its entitlement to training compensation?

No, Novomoskovsk did not waive its entitlement to training compensation.

CAS 2024/A/10949

**C.F. Rayo Majadahonda S.A.D.
v. MEE DSSC DRC Dnipro &
DIUSC Inter Dnipro & DIUSSH
Novomoskovsk & Fédération
Internationale de Football
Association (FIFA)**

**Before the Court of Arbitration for
Sport**

- / **18 October 2024:** Rayo filed statement of appeal
- / **26 November 2024:** Rayo filed appeal brief
- / **2 October 2025:** FIFA filed answer
- / **6 October 2025:** sole arbitrator appointed
- / **23 October 2025:** sole arbitrator decided not to hold hearing
- / **October 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 November 2025:** Rayo filed submission
- / **1 December 2025:** FIFA filed submission
- / **20 February 2026:** sole arbitrator issued award

Background

A Ukrainian player born on 15 January 2007 was registered as an amateur in Ukraine with Dnipro, Inter Dnipro and Novomoskovsk. Following the Russian invasion, the player left Ukraine in April 2022 and resided in Spain. He obtained temporary protection under Spanish law on 26 July 2022, and a Spanish club registered him as an amateur on 29 September 2022 under a limited minor exemption.

Rayo offered the player his first professional contract on 1 July 2023. He was registered as a professional player with Rayo on 10 October 2023. FIFA generated the EPP on 16 October 2023. After the FIFA DRC review, the FIFA General Secretariat issued the EPP decision on 1 October 2024. It confirmed the training compensation allocations.

Rayo filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA General Secretariat decision. FIFA filed its answer, requesting that the sole arbitrator confirm the FIFA General Secretariat decision. The Ukrainian clubs defaulted on their answers.

» CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Rayo is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by Rayo; and (d) each party shall bear its own legal fees and other expenses.

Main issue n.1

The sole arbitrator reasons that training compensation shall be paid to a player's training club when a player is registered for the first time as a professional.

The sole arbitrator notes that the evidence available demonstrates that the player was registered by the Spanish MA as an amateur player with a Spanish club for the purposes of the FIFA RSTP under a limited minor exemption. This is sufficient to break the causal link with the provisions of the FIFA RSTP annexe 7.

The sole arbitrator decides that Rayo is not exempt from paying training compensation.

Main issue n.2

The sole arbitrator reasons that waivers of training compensation are permissible. However, its validity depends on proof.

The sole arbitrator notes that Novomoskovsk did not expressly waive its entitlement to training compensation as its submission in the FIFA Clearing House proceedings was too brief and broad to constitute a valid waiver.

The sole arbitrator decides that Novomoskovsk did not waive its entitlement to training compensation.

CAS 2025/A/11440

**Sevilla F.C. SAD v. FIFA, Stade
Brestois 29, Spezia Calcio S.R.L. &
ES Troyes AC**

Reference number: [CAS 2025/A/11440](#)

Award date: 5 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT		RESPONDENT	
	Club Sevilla F.C. SAD  Greece		IF Fédération Internationale de Football Association (FIFA)  Switzerland		Club Stade Brestois 29  France
LEGAL TEAM Ruiz-Huerta & Crespo Sports Lawyers in Valencia, Spain Juan De Dios Crespo Pérez Attorney-at-law		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation		LEGAL TEAM Moyersoen Avocats in Paris, France Nicolas Bone Attorney-at-law Patricia Moyersoen Attorney-at-law	
SOLE ARBITRATOR		RESPONDENT		RESPONDENT	
Sofoklis P. Pilavios Attorney-at-law in Athens, Greece			Club Spezia Calcio S.R.L.  Italy		Club ES Troyes AC  France
		LEGAL TEAM Not available		LEGAL TEAM Moyersoen Avocats in Paris, France Nicolas Bone Attorney-at-law Patricia Moyersoen Attorney-at-law	

CATEGORY

Clearing House

ISSUES

training rewards

RELEVANT RULES & REGULATIONS

FIFA RSTP, annexe 4; art. 1(l)

LANGUAGE

English

KEYWORDS

training compensation

CASE LAW CITED

- » **Regulatory interpretation, commentaries:** CAS 2007/A/1369; CAS 2012/A/2698.
- » **Training rewards, minimum requirements:** CAS 2003/A/527; CAS 2006/A/1029; CAS 2008/A/1705; CAS 2017/A/5090.

**ORIGIN**

FIFA General Secretariat

Main issue

Does Sevilla owe training compensation to Brestois, Spezia and Troyes?

Yes, Sevilla owes training compensation to Brestois, Spezia and Troyes.

CAS 2025/A/11440

Sevilla F.C. SAD v.
FIFA, Stade Brestois 29, Spezia
Calcio S.R.L. & ES Troyes AC

Before the Court of Arbitration for Sport

- / **20 May 2025:** Sevilla filed statement of appeal
- / **4 June 2025:** Sevilla filed appeal brief
- / **31 July 2025:** Brestois filed answer
- / **31 July 2025:** Troyes filed answer
- / **12 August 2025:** FIFA filed answer
- / **12 August 2025:** sole arbitrator appointed
- / **5 November 2025:** sole arbitrator decided not to hold hearing
- / **November 2025:** CAS Court Office forwarded order of procedure to the parties
- / **5 March 2026:** sole arbitrator issued award

Background

A player born in 2002 was registered with an Italian club from 2019 and loaned to Spezia (2020/21), Brestois (2021/22), and Troyes (2022/23). He joined Sevilla on loan on 11 January 2024 and was permanently transferred on 16 August 2024 for a fee.

The FIFA General Secretariat issued an allocation statement through an EPP review process, ordering Sevilla to pay training compensation to Spezia, Brestois, and Troyes.

Sevilla filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA General Secretariat decision. FIFA, Brestois and Troyes filed their respective answers, requesting that the sole arbitrator confirm the FIFA General Secretariat decision. Spezia defaulted on its answer.

» CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that a player's training and education takes place between the ages of 12 and 23. Training compensation is payable up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21.

The sole arbitrator notes that Sevilla did not discharge its burden of proof that the player's training period had been completed at any point during his time on loan with Brestois, Spezia and Troyes. The player's successive loan periods were intended to continue his sporting development.

The sole arbitrator decides that Sevilla owes training compensation to Brestois, Spezia and Troyes.

CAS 2025/A/11285**Ivoire Academie FC v. Federation
International de Football
Association (FIFA), Atalanta**Reference number: [CAS 2025/A/11285](#)

Award date: 16 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT	RESPONDENT
 Club Ivoire Academie FC  Ivory Coast	 IF Fédération Internationale de Football Association (FIFA)  Switzerland	 Club Atalanta Bergamasca C. SRL  Italy
LEGAL TEAM Nataf Rizk Legal in Paris, France Etienne Rizk Attorney-at-law	LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of litigation Rodrigo Moraes Senior legal counsel	LEGAL TEAM Studio Legale Morelli in Milan, Italy Lorenzo Vigasio Attorney-at-law Enzo Morelli Attorney-at-law Gian Pietro Bianchi Attorney-at-law
SOLE ARBITRATOR	RESPONDENT	RESPONDENT
Olivier Carrard Attorney-at-law in Geneva, Switzerland	 Member association Federation Ivoirienne de Football (FIF)  Ivory Coast	 Member association Federazione Italiana Giuoco Calcio (FIGC)  Italy
	LEGAL TEAM Jacques Blondin Attorney-at-law in Zurich, Switzerland	LEGAL TEAM Studio Legale Morelli in Milan, Italy Marco Brunelli General Secretary

CATEGORY**Clearing House****ISSUES**

training rewards

RELEVANT RULES & REGULATIONS

CAS Code; arts. R49, R56
 FIFA CHR; art. 18(2)
 FIFA Procedural Rules governing the Football Tribunal, arts. 19, 20
 FIFA RSTP; arts. 21, 22(1), 23(1)
 FIFA RSTP, annexe 5; arts. 1, 2(1)
 FIFA Statutes; art. 50(1)
 SCC; art. 8
 SCO; art. 104

LANGUAGE

English

KEYWORDS

EPP; solidarity contribution

CASE LAW CITED

» **Res judicata, scope:** SFT 4A_536/2018, SFT 4A_486/2022; CAS 2015/A/3959.

**ORIGIN**

FIFA Legal & Compliance Division

Main issue**Is IAFC entitled to solidarity contribution from the Atalanta transfer?**

Yes, IAFC is entitled to solidarity contribution from the Atalanta transfer.

CAS 2025/A/11285

Ivoire Academie FC v.
Federation International de
Football Association (FIFA),
Atalanta Bergamasca C. SRL,
Federation Ivoirienne de Football
(FIF) & Federazione Italiana Giuoco
Calcio (FIGC)

**Before the Court of Arbitration for
Sport**

- / **24 March 2025:** IAFC filed statement of appeal
- / **2 April 2025:** IAFC filed appeal brief
- / **19 May 2025:** sole arbitrator appointed
- / **12 June 2025:** FIFA filed answer
- / **12 June 2025:** Atalanta filed answer
- / **12 June 2025:** Ivorian MA filed answer
- / **1 July 2025:** sole arbitrator decided to hold hearing
- / **21 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **3 September 2025:** sole arbitrator held remote hearing
- / **16 March 2026:** sole arbitrator issued award

Background

A player transferred from a Spanish club to Atalanta in August 2023. FIFA issued the player's EPP, which did not include his time at the IAFC between 2014 and 2017 due to an identity discrepancy. FIFA refused to reopen the EPP review process despite repeated requests by IAFC and the Ivorian MA.

The club filed a claim before the FIFA Legal & Compliance Division against Atalanta and FIFA for correction of the EPP and payment of solidarity contribution on 12 February 2025. The FIFA Legal & Compliance Division rendered its decision on 4 March 2025, rejecting the IAFC's claim. The FIFA Legal & Compliance Division notified its decision's ground on the same date.

The IAFC filed its appeal with CAS, requesting that the sole arbitrator set aside the FIFA Legal & Compliance Division decision. FIFA, Atalanta, the Ivorian MA and the Italian MA filed their respective answers, requesting that the sole arbitrator confirm the FIFA Legal & Compliance Division decision.

» CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by IAFC is upheld; (b) the FIFA Legal & Compliance Division decision is amended; (c) the costs of the arbitration are borne 50% by FIFA and 50% by Atalanta; and (d) FIFA and Atalanta shall pay IAFC each a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the FIFA RSTP governs solidarity contributions based on training periods.

The sole arbitrator notes that the club did not participate in the EPP review process and was excluded due to incorrect information. In addition, the player was part of the club's youth team from 2014 to 2017.

The sole arbitrator decides that IAFC is entitled to solidarity contribution from the Atalanta transfer.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

Other FIFA cases



CAS 2025/A/11487**Antonio Jose Teles Teixeira
Loureiro da Silva v. FIFA**Reference number: [CAS 2025/A/11487](#)

Award date: 18 February 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Agent****Antonio Jose Teles Teixeira
Loureiro da Silva**

Portugal

LEGAL TEAM**Louise Reilly SC** | Attorney-at-law in Lausanne, Switzerland**RESPONDENT****IF****Fédération Internationale de
Football Association (FIFA)**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of litigation**Rodrigo Morais** | Senior legal counsel**PANEL****President.****Lars Hilliger**

Attorney-at-law in Copenhagen, Denmark

Arbitrator.**Anthony Lo Surdo SC**

Barrister in Sydney, Australia

Arbitrator.**Ulrich Haas**

Professor in Zurich, Switzerland, and attorney-at-law in Hamburg, Germany

CATEGORY**Procedural****ISSUES**

costs

RELEVANT RULES & REGULATIONS

CAS Code; art. R64

LANGUAGE

English

KEYWORDS

allocation; arbitration costs; legal costs

CASE LAW CITED

» None

ORIGIN

FIFA General Secretariat

Main issue**Does FIFA have to bear the arbitration costs and legal costs of the proceedings?**

Yes, FIFA has to bear the arbitration costs and legal costs of the proceedings despite the agent withdrawing his appeal.

CAS 2025/A/11487**Antonio Jose Teles Teixeira
Loureiro da Silva v. FIFA****Before the Court of Arbitration for
Sport**

- / **4 June 2025:** agent filed statement of appeal
- / **23 June 2025:** agent requested bifurcation
- / **30 June 2025:** FIFA objected
- / **14 August 2025:** panel constituted
- / **20 August 2025:** bifurcation request denied
- / **16 September 2025:** agent filed appeal brief
- / **30 October 2025:** FIFA filed submission
- / **30 October 2025:** FIFA filed new evidence
- / **31 October 2025:** agent filed submission
- / **31 October 2025:** agent filed new evidence
- / **7 November 2025:** agent filed submission
- / **7 November 2025:** agent filed new evidence
- / **7 November 2025:** FIFA filed submission
- / **21 November 2025:** agent filed submission
- / **21 November 2025:** agent requested award on costs
- / **25 November 2025:** FIFA filed submission
- / **18 February 2026:** panel issued award on costs

Background

The FIFA General Secretariat provisionally suspended the agent's license on 14 May 2025 under FIFA FAR art. 17(3)(a).

The agent filed his appeal with CAS, requesting that the panel set aside the FIFA General Secretariat decision. FIFA filed its answer, requesting that the panel confirm the FIFA General Secretariat decision.

FIFA lifted the provisional suspension of the agent's license and confirmed his reinstatement on 6 November 2025 referring to recent CAS jurisprudence.

» CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal is terminated and removed from the CAS roll; (b) the costs of the arbitration are borne by FIFA; and (c) FIFA shall pay the agent a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The panel reasons that CAS Code art. R64 provides that a CAS panel shall determine which party bears the arbitration costs and in which proportion. Moreover, a CAS panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings while taking into account the: (a) complexity of the proceedings; (b) conduct of the parties; and (c) financial resources of the parties.

The panel notes that the agent withdrew his appeal after FIFA lifted the provisional suspension of his license and following subsequent information provided by FIFA that such decision considered the recent CAS jurisprudence concerning the competence and powers of the FIFA General Secretariat.

The panel decides that FIFA has to bear the arbitration costs and legal costs of the proceedings despite the agent withdrawing his appeal.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

Non-FIFA cases



CAS 2025/A/11258**Dritan Mehmeti v.
Football Club Dinamo City**Reference number: [CAS 2025/A/11258](#)

Award date: 6 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Coach

Dritan Mehmeti

Albania

LEGAL TEAM

Lombardi Associates Limited in Edinburgh, United Kingdom

Paolo Lombardi | Attorney-at-law**Ian Laing** | Attorney-at-law**Luca Pastore** | Attorney-at-law**Emily Anne Williams** | Attorney-at-law**RESPONDENT**

Club

Football Club Dinamo City

Albania

LEGAL TEAM**Enton Lita** | Attorney-at-law in Tirana, Albania**SOLE ARBITRATOR****Thomas Hollerer** | Lawyer in Vienna, Austria**CATEGORY****Employment, Status & Transfer****ISSUES**

appeal; damages; decision

RELEVANT RULES & REGULATIONS

Albanian Labour Code; arts. 120, 155

LANGUAGE

English

KEYWORDScompensation; *de novo* scope; image rights; internal binding effect**CASE LAW CITED**

- » **Compensation, calculation:** CAS 2018/A/5607-5608.
- » **Compensation, image rights:** CAS 2014/A/3579; CAS 2015/A/3923; CAS 2015/A/4039.
- » ***De novo* review, costs:** CAS 2004/A/559.

ORIGIN

Albanian MA NDRC

Main issue**Is the image rights agreement part of the parties' employment relationship for compensation purposes?**

Yes, the image rights agreement is part of the parties' employment relationship for compensation purposes.

CAS 2025/A/11258**Dritan Mehmeti v.
Football Club Dinamo City****Before the Court of Arbitration for
Sport**

- / **3 January 2025:** coach filed statement of appeal
- / **3 January 2025:** coach requested legal aid
- / **24 March 2025:** legal aid granted
- / **9 April 2025:** coach filed appeal brief
- / **16 April 2025:** club filed answer
- / **6 May 2025:** sole arbitrator appointed
- / **11 June 2025:** sole arbitrator decided to hold hearing
- / **July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 August 2025:** sole arbitrator held remote hearing
- / **6 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 25 October 2023. On the same date, the parties signed an image rights agreement. The club suspended the coach from first team duties and reassigned him to the U-21 team on 27 August 2024, citing alleged misconduct and poor sporting performance.

The coach requested reinstatement on 28 August 2024 and 2 September 2024. The club hired a new head coach for its first team on 12 September 2024. The coach terminated both his employment contract and his image rights agreement on 13 September 2024.

The coach filed a claim before the Albanian MA NDRC against the club for breach of contract on 25 September 2024, requesting outstanding remuneration and compensation. The Albanian MA NDRC partially accepted the coach's claim, excluding the image rights agreement from the calculation of the compensation due by the club to the coach. The Albanian MA NDRC notified its decision's grounds on 12 December 2024.

The coach filed his appeal with CAS requesting that the sole arbitrator amend the Albanian MA NDRC decision. The club filed its answer requesting, *inter alia*, that the sole arbitrator confirm the Albanian MA NDRC decision.

» CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the coach is partially upheld; and (b) the Albanian MA NDRC decision is amended.

Main issue

The sole arbitrator reasons that an employment agreement and an image rights agreement can be considered as part of the same employment relationship on a case-by-case basis.

The sole arbitrator notes that the employment agreement and the image rights agreement concluded between the parties regulate their employment relationship and such a framework allowed the club to lower its tax and social security burden. Furthermore: (i) both agreements were signed simultaneously; (ii) both agreements were signed by the same representatives; and (iii) both agreements have the same letterhead.

In addition, (iv) the image rights agreement merely contains provisions for the payment of the coach and lacks common provisions such as how to exploit the image rights, termination clauses, or dispute resolution clauses; (v) the coach did not participate in any activities related to image rights exploitation beyond the normal pre and post-match interviews; (vi) the ratio between the employment contract and the image rights agreement is 1:3; (vii) all payments were made net to the coach by the club.

Moreover, (viii) the payments for the employment contract were made by bank transfer, while the payments for the image rights agreement were made in cash; (ix) this type of employment arrangement is common practice domestically as admitted by the club at the hearing and by further evidence; and (x) the provision under “miscellaneous” of the image rights agreement explicitly states that it is based on the employment contract between the parties.

The Albanian Labour Code defines that an employee enjoys the right to the salary that the employee would have gained if the employment relationship had expired at the end of the notice deadline defined by law or contract or with the expiry of the contract of defined duration in case of termination without just cause.

Accordingly, the image rights agreement supplements the employment relationship between the parties and must be considered for compensation purposes.

The sole arbitrator decides that the image rights agreement is part of the parties’ employment relationship for compensation purposes.

TAS 2024/A/11042**Rentistas SAD & Club Atlético
Rentistas c. Defensor Sporting
Club**Reference number: [TAS 2024/A/11042](#)

Award date: 9 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club
Rentistas SAD**

Uruguay

LEGAL TEAM**Adrián Enrique Leiza Zunino** | Attorney-at-law in Montevideo, Uruguay**APPELLANT****Club
Club Atlético Rentistas**

Uruguay

LEGAL TEAM**Eduardo Bebekián** | Attorney-at-law in Montevideo, Uruguay**RESPONDENT****Club
Defensor Sporting Club**

Uruguay

LEGAL TEAM**Martín Acosta** | Attorney-at-law in Montevideo, Uruguay**PANEL****President.****Mariano Clariá**
Attorney-at-law in Buenos Aires, Argentina**Arbitrator.****María Florencia Chirico Poses**
Attorney-at-law in Montevideo, Uruguay**Arbitrator.****Juan Pablo Arriagada Aljaro**
Attorney-at-law in Santiago, Chile**CATEGORY****Employment, Status & Transfer****ISSUES**

admissibility; decision; due process

RELEVANT RULES & REGULATIONSCAS Code; art. R57
FIFA RSTP; art. 23(3)
PILA; art. 190
Uruguayan Civil Code; arts. 1565, 1566
Uruguayan General Procedure Code; arts. 120, 378(3)
Uruguayan MA General Regulations; art. 127(3)
Uruguayan MA Procedural Regulations; art. 13**LANGUAGE**

Spanish

KEYWORDScounterclaim; *extra petita*; internal binding effect; time limit**CASE LAW CITED**

- » **Claim, time-barred:** TAS 2023/A/9786.
- » **Principles, *ne ultra petita*:** CAS 2014/A/3754; CAS 2016/A/4384; CAS 2021/A/8334.
- » **Principles, *venire contra factum proprium*:** CAS 2006/A/1086; CAS 2006/A/1189; CAS 2008/A/1699; CAS 2015/A/4195; CAS 2020/A/7096.
- » **Request for relief, *ne ultra petita*:** CAS 2014/A/3723.

ORIGIN

Uruguayan MA Appeal Committee

Preliminary issue**Is Defensor's counterclaim admissible?**

No, Defensor's counterclaim is inadmissible.

Main issue**Is Defensor entitled to compensation?**

Yes, Defensor is entitled to compensation.

TAS 2024/A/11042**Rentistas SAD & Club Atlético
Rentistas c. Defensor Sporting Club****Before the Court of Arbitration for
Sport**

- / **2 December 2024:** appellants filed statement of appeal
- / **27 December 2024:** appellants filed appeal brief
- / **11 February 2025:** Defensor filed answer
- / **10 May 2025:** panel constituted
- / **23 May 2025:** panel decided to hold hearing
- / **19 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 June 2025:** panel held CMC
- / **30 June 2025:** panel held in-person hearing
- / **9 January 2026:** panel issued award

Background

Defensor and CA Rentistas signed a transfer agreement on 5 February 2016 for a player who was, then, a minor. The transfer agreement provided Defensor with a 30% net sell-on fee for the player's first subsequent transfer. The transfer agreement lacked the signatures of the player's parents. The transfer agreement was registered with the Uruguayan MA on 22 February 2026. The player signed his first professional contract on 10 September 2018.

CA Rentistas assigned its football-related assets to Rentista SAD on 4 December 2018 via an agreement. Rentistas SAD transferred the player to a Spanish club on 14 September 2020 for EUR 3.5mm.

Defensor filed a claim before the Uruguayan MA NDRC against Rentistas SAD and CA Rentistas for breach of contract on 11 March 2021. The Uruguayan MA NDRC rendered its decision on 26 October 2021, rejecting Defensor's claim. Defensor appealed to the Uruguayan MA Appeal Committee on 3 November 2021, which accepted Defensor's claim on 17 December 2021. Rentistas SAD and CA Rentistas appealed to CAS, which set aside the Uruguayan MA Appeal Committee decision on 3 November 2023.

Defensor, then, filed another claim before the Uruguayan MA NDRC against Rentistas SAD and CA Rentistas on 27 June 2024, requesting compensation. The Uruguayan MA NDRC rendered its decision, rejecting Defensor's claim on 10 September 2024. Defensor appealed to the Uruguayan MA Appeal Committee, which accepted Defensor's claim on 11 November 2024. Rentistas SAD and CA Rentistas requested interpretation, which the Uruguayan MA Appeal Committee rejected on 26 November 2024.

Rentistas SAD and CA Rentistas filed their appeal with CAS, requesting that the panel set aside the Uruguayan MA Appeal Committee decision. Defensor filed its answer, requesting that the panel confirm the Uruguayan MA Appeal Committee decision.

» TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Rentista SAD and CA Rentistas is dismissed; and (b) the Uruguayan MA Appeal Committee decision is confirmed.

Preliminary issue

The panel reasons that the *de novo* review scope is limited to the examination of the appealed decision and the claims submitted by the appellant(s). As such, it does not allow for counterclaims, nor for the expansion of the object of the appeal by the respondent.

The panel notes that Defensor's request for relief included a counterclaim.

The panel decides that Defensor's counterclaim is inadmissible.

Main issue

The panel reasons that the Uruguayan Civil Code arts. 1565 and 1566 regulate the effects of nullity and the possibility of compensation due to extra-contractual liability or unjust enrichment.

The panel notes that the CAS award dated 3 November 2023 declared the agreement between Defensor and CA Rentistas null due to the lack of signature by the legal representatives of the player – who was a minor at the time. Accordingly, the agreement lacked legal effects and could not serve as a valid source of contractual obligations.

As such, Defensor's legitimate expectation based on the agreement between it and CA Rentistas was denied. This gives rise to the Defensor's compensation claim.

The panel decides that Defensor is entitled to compensation.

TAS 2025/A/11210

Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile

TAS 2025/A/11280

Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile

Reference number: [TAS 2025/A/11210](#), [TAS 2025/A/11280](#)

Award date: 9 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Deportes Santiago Morning	 Chile	 League Asociación Nacional de Fútbol Profesional de Chile (ANFP)	 Chile
LEGAL TEAM Sebastián Joao Nasur Boderó Attorney-at-law in Santiago, Chile Javier Rojas Cornejo Attorney-at-law in Santiago, Chile		LEGAL TEAM Daniela Saleh Naveas Attorney-at-law in Santiago, Chile Gonzalo Cisternas Sobarzo Attorney-at-law in Santiago, Chile	
SOLE ARBITRATOR		Roberto Moreno Rodríguez Alcalá Attorney-at-law and Professor in Asunción, Paraguay	

CATEGORY

Disciplinary

ISSUES

sanction

RELEVANT RULES & REGULATIONS

Chilean league Regulations; art. 71
 Chilean league Sanctions and Procedure Code; art. 43
 Chilean league Second Division Regulations; arts. 84, 85
 Chilean league Statutes; art. 42

LANGUAGE

Spanish

KEYWORDS

financial fair play

CASE LAW CITED

» **Sanction, point deduction:** TAS 2025/A/11174.

**ORIGIN**

Chilean league Appeal Committee

Main issue

Are the point-deduction sanctions to be applied in the 2024 championship?

No, the point-deduction sanctions are to be applied in the 2025 championship.

TAS 2025/A/11210

Deportes Santiago Morning c.
Asociación Nacional de Fútbol
Profesional de Chile

TAS 2025/A/11280

Deportes Santiago Morning c.
Asociación Nacional de Fútbol
Profesional de Chile

Before the Court of Arbitration for Sport

- / **24 February 2025:** club filed statement of appeal under TAS 2025/A/11210
- / **6 March 2025:** club filed appeal brief under TAS 2025/A/11210
- / **21 March 2025:** club filed statement of appeal under TAS 2025/A/11280
- / **31 March 2025:** club filed appeal brief under TAS 2025/A/11280
- / **31 March 2025:** club requested consolidation
- / **4 April 2025:** sole arbitrator appointed in TAS 2025/A/11210
- / **1 May 2025:** sole arbitrator appointed in TAS 2025/A/11280
- / **3 June 2025:** league filed answer in TAS 2025/A/11210
- / **10 June 2025:** consolidation granted
- / **19 June 2025:** sole arbitrator decided to hold hearing
- / **8 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **7 August 2025:** sole arbitrator held remote hearing
- / **31 October 2025:** sole arbitrator issued operative part
- / **9 January 2026:** sole arbitrator issued award

Background

During the 2024 Primera B Championship, the club finished sixth and qualified for the promotion playoff, although it did not reach a promotion spot. In October and November 2024, the club failed to comply with financial and employment obligations relating to, *inter alia*, social security and players' remuneration.

The league's Financial Control Unit filed two complaints before the league's Disciplinary Committee. The league's Disciplinary Committee sanctioned the club in both proceedings, including point deductions for the 2025 Primera B Championship. The club appealed to the league's Appeal Committee on both occasions, which confirmed both decisions.

The club filed its appeals with CAS, requesting that the sole arbitrator set aside the Chilean league Appeal Committee decisions. The league filed its answer, requesting that the sole arbitrator confirm the Chilean league Appeal Committee decisions.

» TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile

TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeals filed by the club are dismissed; and (b) the Chilean league Appeal Committee decisions are confirmed.

Main issue

The sole arbitrator reasons that the principle of immediate sanctioning seeks to avoid the existence of negative incentives and to ensure that sanctions have real effectiveness, directly linking the infringer's conduct with its sporting impact. However, the exact opposite may occur in certain exceptional cases.

As such, a sanction may be imposed in a subsequent tournament to preserve its objective and real effectiveness if applying it in the same tournament will have no real impact on the infringer or its conduct. As long as there is normative authorization, it aims to maintain the integrity of the system by considering the timeliness of the deterrent effect of the sanction. Otherwise, it would be of little use if a sanction had a merely rhetorical effect and did not impact actual conduct in a way that deters future infringements.

The sole arbitrator notes that the club's violations of the league's financial fair play rules occurred in 2024. As such, according to the general rule, the point-deduction sanctions should have taken effect in the club's 2024 Primera B Championship standing.

However, the league's Appeal Committee rendered both decisions confirming the sanctions imposed on the club in February 2025. That is, after the conclusion of the 2024 Primera B Championship. As such, applying the sanction for the season in which the club violated the financial fair play rules would fracture the entire sporting competition and the results obtained on the field – a manifest factual-legal impossibility. Moreover, the club would not suffer any real consequence from the execution of the sanction – it would not have a deterrent effect.

The league's regulations allow for the sanction to be applied in the subsequent championship. The only coherent interpretation of the system is the possibility of deferring the sanction to the 2025 Primera B Championship to avoid a factual-sporting pandemonium and to uphold the deterrent effect of the point-deduction sanction.

The sole arbitrator decides that the point-deduction sanctions are to be applied in the 2025 championship.

TAS 2025/A/11223

Clube Atlético Mineiro c. CONMEBOL

Reference number: [TAS 2025/A/11223](#)

Award date: 9 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Clube Atlético Mineiro	 Brazil	 Confederation Confederación Sudamericana de Fútbol (CONMEBOL)	 Albania
LEGAL TEAM Juan de Dios Crespo Pérez Attorney-at-law in Valencia, Spain		LEGAL TEAM Emanuel Cortada Attorney-at-law in Zurich, Switzerland Jonas Gürtler Attorney-at-law in Zurich, Switzerland	

PANEL

President.

Margarita Echeverría Bermúdez
 Attorney-at-law in San José, Costa Rica

Arbitrator.

Maite Nadal Charco
 Attorney-at-law in Madrid, Spain

Arbitrator.

Oliver Jaberg
 Attorney-at-law in Aarau, Switzerland

CATEGORY

Disciplinary

ISSUES

sanction

RELEVANT RULES & REGULATIONS

CONMEBOL Disciplinary Code; arts. 6, 12, 27
 CONMEBOL Club Manual; arts. 4, 5
 CONMEBOL Statutes; art. 55

LANGUAGE

Spanish

KEYWORDS

fan behaviour; legality; proportionality;
 recidivism; team behaviour

CASE LAW CITED

- » **Fan behaviour, strict liability:** CAS 2013/A/3090; CAS 2014/A/3578.
- » **Sanction, deference:** CAS 2009/A/1810 & 1811; CAS 2015/A/3920; CAS 2016/A/4490; CAS 2020/A/7369.

ORIGIN

CONMEBOL Appeal Committee

Main issue

Are the sanctions imposed by the confederation on the club proportionate?

Yes, the sanctions imposed by the confederation on the club are proportionate.

TAS 2025/A/11223**Clube Atlético Mineiro c.
CONMEBOL****Before the Court of Arbitration for
Sport**

- / **28 February 2025:** club filed statement of appeal
- / **28 February 2025:** club requested stay
- / **25 March 2025:** panel constituted
- / **7 April 2025:** stay denied
- / **8 April 2025:** club filed appeal brief
- / **29 May 2025:** confederation filed answer
- / **27 June 2025:** panel decided to hold hearing
- / **1 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 September 2025:** panel held remote hearing
- / **9 January 2026:** panel issued award

Background

Match officials reported the following incidents during the CONMEBOL Copa Libertadores 2024 semi-final first leg match played at the club's stadium on 22 October 2024: (i) mass use of pyrotechnics devices; (ii) an unauthorized blackout/light show before kick-off; (iii) and a 1m10s delay in starting the second half due to the club's late return to the pitch.

The CONMEBOL Disciplinary Committee sanctioned the club with two home matches played without spectators and fines for each violation of the CONMEBOL Disciplinary Code. The club appealed the decision to the CONMEBOL Appeal Committee, which confirmed the CONMEBOL Disciplinary Committee decision on 24 January 2025.

The club filed its appeal with CAS, requesting that the panel set aside the CONMEBOL Appeal Committee decision. The confederation filed its answer, requesting that the panel confirm the CONMEBOL Appeal Committee decision.

» TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the CONMEBOL Appeal Committee decision is confirmed.

Main issue

The panel reasons that the CONMEBOL Disciplinary Code establishes strict liability under art. 8(1) and provides that a team is responsible for the behaviour of its players, officials, members, fans, attending public as well as any other person who performs or could perform on such a team's behalf any role when preparing, organizing, or hosting a football match. In addition, violations under the CONMEBOL Disciplinary Code art. 8(1) might be undertaken intentionally or negligently.

In addition, the club played the match in its own stadium. It is the club's obligation to maintain adequate lighting throughout the entire match under the CONMEBOL Club Manual. Moreover, returning to the pitch late constitutes a violation of the CONMEBOL Club Manual.

Sanctioning bodies of first instance have discretion to assess the seriousness of violations and to determine the corresponding sanction. As such, CAS panels must show deference to decisions that remain within the limits of proportionality and legality so as not to replace the sporting authority's judgment. Recidivism must be considered as an aggravating factor for deciding the appropriate sanction parameters.

The panel notes that the club's fans used pyrotechnic devices and explosive bombs in large quantities in various areas of the stadium – and this was not the first such incident. As such, the club is responsible for its fans' behaviour. In addition, the club failed to maintain adequate lighting throughout the entire match and returned late to the pitch as it had done on previous occasions.

Accordingly, the CONMEBOL Disciplinary Committee decision, as confirmed by the CONMEBOL Appeal Committee decision, correctly sanctioned the club within the parameters of the CONMEBOL Disciplinary Code.

The panel decides that the sanctions imposed by the confederation on the club are proportionate.

CAS 2025/A/11399**Cătălin Sărmășan Football Management S.R.L. v. Fotbal Club CFR 1907 Cluj S.A.**Reference number: [CAS 2025/A/11399](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Agency****Cătălin Sărmășan Football Management S.R.L.**

Romania

LEGAL TEAM
Cătălin Sărmășan | Attorney-at-law in Bucharest, Romania
Andrei Iordăchescu | Attorney-at-law in Bucharest, Romania
RESPONDENT**Club****Fotbal Club CFR 1907 Cluj S.A.**

Romania

LEGAL TEAM

Fotbal Club CFR 1907 Cluj S.A. legal department in Cluj Napoca

Simona Ferle | Legal counsel**Adrian Barstan** | Legal counsel**SOLE ARBITRATOR****Nicolas Cottier** | Attorney-at-law in Saint-Prex, Switzerland**CATEGORY****Agents****ISSUES**

agent

RELEVANT RULES & REGULATIONS

None

LANGUAGE

English

KEYWORDS

fee

CASE LAW CITED

None

**ORIGIN**

Romanian MA Appeal Committee

Main issue**Is the agency entitled to receive the full remaining fee?**

Yes, the agency is entitled to receive the full remaining fee and contractually agreed penalties.

CAS 2025/A/11399

Cătălin Sărmășan Football
Management S.R.L. v. Fotbal Club
CFR 1907 Cluj S.A.

**Before the Court of Arbitration for
Sport**

- / **6 May 2025:** agency filed statement of appeal
- / **27 May 2025:** agency filed appeal brief
- / **24 June 2025:** sole arbitrator appointed
- / **27 June 2025:** club filed answer
- / **3 July 2025:** sole arbitrator ordered evidence production
- / **30 July 2025:** sole arbitrator decided to hold remote hearing
- / **31 July 2025:** sole arbitrator issued procedural directions
- / **31 July 2025:** club filed evidence
- / **August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **19 August 2025:** sole arbitrator held remote hearing
- / **19 August 2025:** sole arbitrator postponed hearing
- / **1 September 2025:** sole arbitrator held remote hearing
- / **12 January 2026:** sole arbitrator issued award

Background

The agency and the club signed an agency agreement on 23 July 2024. The agreement granted the agency a 10% fee on amounts received by the club, after deducting solidarity payments. The club and an Italian club concluded a transfer agreement on 9 August 2024 payable in five instalments.

The club received the first instalment on 2 September 2024 but failed to inform the agency. The club concluded an assignment agreement with a bank on 17 September 2024, assigning the remainder of the instalments. The club failed to pay the agency.

The agency filed a claim before the Romanian MA NDRC against the club on 30 October 2024. The Romanian MA NDRC rendered its decision on 14 January 2025, partially accepting the agency's claim. The agency appealed to the Romanian MA Appeal Committee, which confirmed the Romanian MA NDRC's decision on 11 March 2025 and notified its decision's grounds on 15 April 2025.

The agency filed its appeal with CAS, requesting that the sole arbitrator set aside the Romanian MA Appeal Committee decision. The club filed its answer, requesting that the sole arbitrator confirm the Romanian MA Appeal Committee decision.

» CAS 2025/A/11399 Cătălin Sărmășan Football Management S.R.L. v. Fotbal Club CFR 1907 Cluj S.A.

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the agency is partially upheld; and (b) the Romanian MA Appeal Committee decision is amended.

Main issue

The sole arbitrator reasons that a party must involve its counterparty when assigning a credit to which that counterparty is entitled, either in full or partially. Otherwise, the assignment agreement shall not be enforceable against the counterparty.

The sole arbitrator notes that the agency agreement provides that in the event that the amounts due to the club are paid in instalments, the agency's fee shall be paid on a pro rata basis. The club received the corresponding amount in two instalments: (a) one paid by the Italian club; and (b) another paid by the bank.

The club failed to inform the agency of the negotiations or involve it in any capacity. As such, the agency is entitled to receive its agency fee in two instalments and in full, plus penalties for late payment.

The sole arbitrator decides that the agency is entitled to receive the full remaining fee and contractually agreed penalties.

TAS 2025/A/11548

Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)

Reference number: [TAS 2025/A/11548](#)

Award date: 12 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Federación Ecuatoguineana de Fútbol (FEGUIFUT)	 Equatorial Guinea	 Confederation Confédération Africaine de Football (CAF)	 Egypt
LEGAL TEAM Lion d'Or Avocats in Lausanne, Switzerland Elie Elkaim Attorney-at-law Sacha Elkaim Attorney-at-law		LEGAL TEAM Not available	
SOLE ARBITRATOR		RESPONDENT	
Hervé Le Lay Attorney-at-law in Paris, France		 Member association Fédération Congolaise de Football (FECOFOOT)	 Congo
		LEGAL TEAM HCML Avocat in Lausanne, Switzerland Jean Samuel Leuba Attorney-at-law	

CATEGORY

Disciplinary

ISSUES

due process; burden of proof

RELEVANT RULES & REGULATIONS

CAF African Nations Championship Regulations; arts. 2, 12, 38, 39
 CAF Disciplinary Code; arts. 55, 58
 CAS Code; art. R57

LANGUAGE

French

KEYWORDS

Ineligibility; procedural formalities

CASE LAW CITED

- » **De novo review, procedural flaws:** TAS 2011/A/2433.
- » **De novo review, scope:** TAS 2021/A/7637; TAS 2021/A/7656.



ORIGIN

CAF Appeal Committee

Main issue n.1

Was FECOFOOT's appeal before the CAF Appeal Committee admissible?

Yes, FECOFOOT's appeal before the CAF Appeal Committee is admissible.

Main issue n.2

Did FECOFOOT breach the CAF African Nations Championship Regulations art. 39?

No, FECOFOOT did not breach the CAF African Nations Championship Regulations art. 39.

Main issue n.3

Did FECOFOOT field an ineligible player?

No, FEGUIFUT did not discharge its burden of proof that FECOFOOT field an ineligible player.

TAS 2025/A/11548

Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)

Before the Court of Arbitration for Sport

- / **25 June 2025:** FEGUIFUT filed statement of appeal
- / **25 June 2025:** FEGUIFUT requested stay
- / **25 June 2025:** FEGUIFUT requested expedited proceedings
- / **4 July 2025:** expedited proceedings granted
- / **4 July 2025:** FEGUIFUT filed appeal brief
- / **4 July 2025:** FEGUIFUT requested evidence production
- / **13 July 2025:** FECOFOOT filed answer
- / **13 July 2025:** confederation filed answer
- / **13 July 2025:** sole arbitrator appointed
- / **16 July 2025:** sole arbitrator decided to hold hearing
- / **17 July 2025:** FEGUIFUT filed reply
- / **17 July 2025:** confederation objected evidence production
- / **17 July 2025:** FECOFOOT objected evidence production
- / **18 July 2025:** confederation filed rejoinder
- / **18 July 2025:** FECOFOOT filed rejoinder
- / **18 July 2025:** FECOFOOT requested evidence production
- / **18 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 July 2025:** confederation filed new evidence upon request
- / **21 July 2025:** sole arbitrator held remote hearing
- / **21 July 2025:** sole arbitrator issued operative part
- / **12 January 2026:** sole arbitrator issued award

Background

In the second half of 2024, FECOFOOT was under administrative distress. FEGUIFUT faced FECOFOOT in the qualifiers for the 2024 African Nations Championship organized by the confederation on 21 and 29 December 2024.

On 21 December 2024, FECOFOOT did not present the national licenses of the players but a list accompanied by their passports. The match commissioner authorized the kick-off of the match following a commitment note from the Secretary General of the FECOFOOT *ad hoc* committee.

That same day, FEGUIFUT lodged a complaint formalized by letter on 23 December 2024. In short, it stated that FECOFOOT violated the CAF African Nations Championship Regulations art. 39.

On 28 December 2024, the match commissioner asked CAF whether FECOFOOT could rely on the players' licenses from the previous season. CAF accepted on the condition that each license corresponded to the player's passport and that the complete set be presented to FEGUIFUT – which it did. On 29 December 2024, FECOFOOT won the match.

That same day, FEGUIFUT reiterated its position and filed an additional complaint. In it, FEGUIFUT stated that FECOFOOT had two ineligible players in its line-up.

The CAF Disciplinary Committee rendered its decision on 13 January 2025, sanctioning FECOFOOT with forfeiture of both matches. The CAF Disciplinary Committee communicated its decision's grounds on 27 May 2025.

FECOFOOT appealed to the CAF Appeal Committee, which rendered its decision on 16 June 2025, setting aside the CAF Disciplinary Committee decision. The CAF Appeal Committee communicated its decision's grounds on 24 June 2025. That led to FECOFOOT qualifying for the 2024 African Nations Championship.

FEGUIFUT filed its appeal with CAS, requesting that the sole arbitrator set aside the CAF Appeal Committee decision. The respondents filed their respective answers, requesting that the sole arbitrator confirm the CAF Appeal Committee decision.

» TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)

MAIN LEGAL FINDINGS

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

Main issue n.1

The sole arbitrator reasons that a party wishing to appeal to the CAF Appeal Committee has a period of 3 days from the notification of the decision to communicate its intention to appeal. After which the appellant has 7 days to: (i) substantiate its appeal; and (ii) pay costs.

The sole arbitrator notes that FECOFOOT requested that the advance of costs be debited from its account with CAF in due time. In addition, it provided proof that this was common practice within CAF and that FEGUIFUT had done the same on 16 February 2025. Accordingly, it discharged its burden of proof regarding payment of costs.

The sole arbitrator decides that FECOFOOT's appeal before the CAF Appeal Committee is admissible.

Main issue n.2

The sole arbitrator reasons that the CAF African Nations Championship Regulations art. 39 provides that a visiting team whose one or more players have lost their passports and/or national licenses is authorized to field said player(s) provided that each of them is photographed with the match commissioner or the referee before the start of the match.

The sole arbitrator notes that the CAF African Nations Championship Regulations art. 39 does not provide for the situation in which such licenses do not exist. Nevertheless, the referees and match commissioners of both matches authorized FECOFOOT to provide alternatives.

The sole arbitrator decides that FECOFOOT did not breach the CAF African Nations Championship Regulations art. 39.

Main issue n.3

The sole arbitrator reasons that the party asserting a fact bears the burden of proof.

The sole arbitrator notes that FEGUIFUT had the burden of proof for the allegation that FECOFOOT had fielded an ineligible player.

The sole arbitrator decides that FEGUIFUT did not discharge its burden of proof that FECOFOOT field an ineligible player.

TAS 2024/A/10934

**Africa Sports d'Abidjan c.
Fédération Ivoirienne de
Football (FIF)**

Reference number: [TAS 2024/A/10934](#)

Award date: 15 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Africa Sports d'Abidjan	 Ivory Coast	Member association Fédération Ivoirienne de Football (FIF)	 Ivory Coast
LEGAL TEAM Guillaume Zebe Attorney-at-law in Abidjan, Ivory Coast		LEGAL TEAM SP.IN Law in Zurich, Switzerland Jacques Blondin Attorney-at-law	
SOLE ARBITRATOR		Olivier Carrard Attorney-at-law in Geneva, Switzerland	

CATEGORY**Other****ISSUES**

competition

RELEVANT RULES & REGULATIONS

CAS Code; art. R57

Ivorian MA Statutes; arts. 46(1), 51, 54(2), 90(2)

LANGUAGE

French

KEYWORDS

rematch

CASE LAW CITED» **De novo review, limitation:** CAS 2019/A/6483» **De novo review, scope:** TAS 2016/A/4569.**ORIGIN**

Ivorian MA Executive Committee

Main issue**Did the Ivorian MA Executive Committee abuse its discretion?**

No, the Ivorian MA Executive Committee decision is validly adopted, justified and proportionate.

TAS 2024/A/10934

Africa Sports d'Abidjan c.
Fédération Ivoirienne de
Football (FIF)

Before the Court of Arbitration for Sport

- / **11 October 2024:** club filed statement of appeal
- / **21 October 2024:** club requested SoA as appeal brief
- / **19 May 2025:** member association filed answer
- / **28 May 2025:** sole arbitrator appointed
- / **27 June 2025:** sole arbitrator decided to hold hearing
- / **August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 August 2025:** sole arbitrator held hearing
- / **15 January 2026:** sole arbitrator issued award

Background

Two Ivorian clubs played a match on 14 June 2024 in the Ligue 2. A refereeing mistake resulted in the Ivorian MA Disciplinary Committee ordering the match to be replayed on 26 June 2024. The result of the match changed the league standings, causing one of the clubs to miss promotion to Ligue 1. The club appealed to CAS, which set aside the decision and reinstated the original result.

The Ivorian MA Executive Committee met on 13 September 2024 and decided that the Ivorian club would be promoted while Africa Sports would remain in Ligue 2 for the 2024/2025 season. The decision was confirmed on 20 September 2024.

The club filed its appeal with CAS, requesting that the sole arbitrator set aside the Ivorian MA Executive Committee decision. The member association filed its answer, requesting that the sole arbitrator confirm the Ivorian MA Executive Committee decision.

» TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the Ivorian MA Executive Committee decision is confirmed.

Main issue

The sole arbitrator reasons that the Ivorian MA Statutes give the Ivorian MA Executive Committee broad authority, including decisions in urgent situations. A decision is arbitrary if not validly adopted, unjustified and disproportionate.

The sole arbitrator notes that the Ivorian MA Executive Committee decision respected the statutory constraints and was later ratified.

The sole arbitrator decides that the Ivorian MA Executive Committee decision is validly adopted, justified and proportionate.

TAS 2024/A/10683

ISCA - Inova Sporting Club
Association c. Fédération
Ivoirienne de Football (FIF) &
Yamoussoukro FC

Reference number: [TAS 2024/A/10683](#)

Award date: 16 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
	Club Inova Sporting Club Association (ISCA)		Member association Fédération Ivoirienne de Football (FIF)
	 Ivory Coast		 Ivory Coast
LEGAL TEAM Elie Elkaim Attorney-at-law in Lausanne, Switzerland Jonathan Borno Attorney-at-law in Lausanne, Switzerland		LEGAL TEAM Jacques Blondin Attorney-at-law in Zurich, Switzerland	
SOLE ARBITRATOR		RESPONDENT	
Hervé Le Lay Attorney-at-law in Paris, France			Club Yamoussoukro FC
			 Ivory Coast
		LEGAL TEAM Not available	

CATEGORY

Disciplinary

ISSUES

competition

RELEVANT RULES & REGULATIONS

CAS Code; art. R49

Ivorian MA Disciplinary Code; arts. 42, 143

Ivorian MA General Regulations; arts. 81, 82

SCPC; art. 70

LANGUAGE

French

KEYWORDS

rematch

CASE LAW CITED

» **Locus standi, standing to be sued:**

TAS 2008/A/1631; TAS 2013/A/3228;

TAS 2021/A/8140



ORIGIN

Ivorian MA Appeal Committee

Main issue

Is the match replay decision valid?

No, the match replay is invalid.

TAS 2024/A/10683

ISCA - Inova Sporting Club
Association c. Fédération
Ivoirienne de Football (FIF) &
Yamoussoukro FC

Before the Court of Arbitration for Sport

- / **24 June 2024:** ISCA requested stay
- / **26 June 2024:** stay denied
- / **2 July 2024:** ISCA filed statement of appeal
- / **22 July 2024:** ISCA filed appeal brief
- / **9 August 2024:** member association objected admissibility
- / **9 August 2024:** member association requested bifurcation
- / **9 August 2024:** FECOFOOT filed answer
- / **9 August 2024:** sole arbitrator appointed
- / **15 August 2024:** ISCA filed comments
- / **16 August 2024:** bifurcation denied
- / **21 August 2024:** member association filed submission upon request
- / **30 August 2024:** ISCA filed submission upon request
- / **30 August 2024:** member association filed answer
- / **4 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **6 September 2024:** sole arbitrator held remote hearing
- / **12 September 2024:** sole arbitrator issued operative part
- / **16 January 2026:** sole arbitrator issued award

Background

ISCA won a match against YFC on 14 June 2024 in the final round of the Ivorian Ligue 2, securing promotion to Ligue 1. YFC filed a complaint for refereeing mistakes on 19 June 2024. The Ivorian MA Disciplinary Committee ordered the match to be replayed. The Ivorian MA Appeal Committee confirmed the decision. The match took place on 26 June 2024 and YFC won. ISCA missed promotion.

ISCA filed its appeal with CAS, requesting that the sole arbitrator set aside the Ivorian MA Appeal Committee decision. The member association filed its answer, requesting that the sole arbitrator confirm the Ivorian MA Appeal Committee decision. YFC defaulted on its answer.

» TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by ISCA is partially upheld; and (b) the Ivorian MA Appeal Committee decision is set aside.

Main issue

The sole arbitrator reasons that the Ivorian MA General Regulations art. 81 sets forth the conditions for ordering a match to be replayed. In addition, a decision that orders a match replay without meeting the minimum criteria is invalid.

The sole arbitrator notes that the conditions of the Ivorian MA General Regulations art. 81 were not met. As such, the match replay decision is invalid and the 14 June 2024 match is valid.

The sole arbitrator decides that the match replay decision is invalid.

CAS 2024/A/10914**Saad Tarek Saad Tawfik Soliman
et al. v. Egyptian Football
Association & Pyramids**Reference number: [CAS 2024/A/10914](#)

Award date: 26 January 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Players****Saad Tarek Saad Tawfik Soliman****Youssef Abdallah Al Sayed Rabia****Muhammad Hesham Abd El-Fatah Mekkawy****Muhammad Nagy Mohamed El Driney****Mohamed Ali Sayed Ali Mostafa**

Egypt

LEGAL TEAM

Islam Hisham & Partners Law Firm in Cairo, Egypt Guillaume

Islam Hisham | Attorney-at-law**Shimaa El-Daly** | Attorney-at-law

Ruiz-Huerta & Crespo in Valencia, Spain

Alfonso León Lleó | Attorney-at-law**Gytis Rackauskas** | Attorney-at-law**RESPONDENT****Member association****Egyptian Football Association**

Egypt

LEGAL TEAM

Egyptian MA legal department

Mohamed El Mashta | Legal manager**Mohamed Eltobgy** | Legal counsel**RESPONDENT****Club****Pyramids Football Club**

Egypt

LEGAL TEAM

Müller Paparis in Zurich, Switzerland

Rolf Müller | Attorney-at-law**SOLE ARBITRATOR****Andrew Mercer** | United Kingdom**CATEGORY****Procedural****ISSUES**

admissibility

RELEVANT RULES & REGULATIONS

CAS Code; art. R47

Egyptian MA Appeals Committee

Regulations; arts. 3, 17

LANGUAGE

English

KEYWORDS

exhaustion of legal remedies

CASE LAW CITED

None

**ORIGIN**

Egyptian MA NDRC

Main issue**Is the appeal admissible?**

No, the appeal is inadmissible as the players failed to exhaust the Egyptian MA internal remedies.

CAS 2024/A/10914**Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club****Before the Court of Arbitration for Sport**

- / **4 October 2024:** players filed statement of appeal
- / **4 October 2024:** players requested provisional measure
- / **5-7 October 2024:** club and member association objected
- / **7 October 2024:** provisional measure denied
- / **9 October 2024:** players requested evidence production
- / **14 October 2024:** respondents filed comments
- / **16 October 2024:** member association filed evidence
- / **19 December 2024:** players filed appeal brief
- / **20 December 2024:** players filed amended appeal brief
- / **6 February 2025:** club requested bifurcation
- / **9 February 2025:** member association filed comments
- / **21 February 2025:** players filed comments
- / **24 February 2025:** sole arbitrator appointed
- / **10 March 2025:** sole arbitrator decided to hold CMC
- / **10 March 2025:** sole arbitrator decided to hold hearing
- / **19 May 2025:** sole arbitrator issued hearing directions
- / **27 May 2025:** club objected
- / **28 May 2025:** sole arbitrator held remote hearing
- / **26 January 2026:** sole arbitrator issued award

Background

The players are minors registered as amateurs with the club's youth teams. The players terminated their relationships with the club on 11 August 2024 based on alleged failures in child safeguarding duties and restrictions on changing teams.

The players filed claims before the Egyptian MA NDRC against the club on 13 August 2024. The Egyptian MA NDRC rendered its decision on 26 September 2024, dismissing all claims.

The players filed their appeal with CAS, requesting that the sole arbitrator set aside the Egyptian MA NDRC decision. The member association and the club filed their respective answers, requesting that the sole arbitrator confirm the Egyptian MA NDRC decision.

» CAS 2024/A/10914 Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club

MAIN LEGAL FINDINGS

The sole arbitrator decided that the appeal filed by the players is inadmissible

Main issue

The sole arbitrator reasons that the CAS Code art. R47 provides that an appellant has to have exhausted the legal remedies available to it prior to the appeal and in accordance with the statutes or regulations of the body that rendered the appealable decision. The Egyptian MA Appeals Committee Regulations provide that the Egyptian MA Appeals Committee has jurisdiction to hear appeals filed against decisions of the Egyptian MA NDRC.

The sole arbitrator notes that the players failed to exhaust the internal remedies available within Egyptian MA.

The sole arbitrator decides that the appeal is inadmissible.

TAS 2025/A/11586**Guayaquil City Fútbol Club
vs. Federación Ecuatoriana de Fútbol**Reference number: [TAS 2025/A/11586](#)

Award date: 26 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
	Club Guayaquil City Fútbol Club		Member association Federación Ecuatoriana de Fútbol
	Ecuador		Ecuador
LEGAL TEAM Jaime Andrés Holguín Martínez Attorney-at-law in in Guayaquil, Ecuador		LEGAL TEAM Ecuadorian MA in Guayaquil, Ecuador Luis Játiva Jácome Legal representative in Guayaquil, Ecuador	
SOLE ARBITRATOR		Ernesto Gamboa Attorney-at-law in Bogotá, Colombia	

CATEGORY**Disciplinary****ISSUES**

financial fair play; sanction

RELEVANT RULES & REGULATIONS

Ecuadorian MA Financial Fair Play Regulations; art. 7
 Ecuadorian MA Disciplinary Code; arts. 4, 6, 64(c), 149, 150, 151

LANGUAGE

Spanish

KEYWORDS

equal treatment; ne bis in idem; non-compliance

CASE LAW CITED

- » Principles, *lex mitior*: CAS 2019/A/6669.
- » Principles, *ne bis in idem*: SFT 4A_462/2019; CAS 2020/A/7369.

**ORIGIN**

Ecuadorian MA Appeal Committee

Main issue**Did the Ecuadorian MA sanction the club twice for the same conduct?**No, the Ecuadorian MA did not incur in a violation of *ne bis in idem*.

TAS 2025/A/11586**Guayaquil City Fútbol Club
vs. Federación Ecuatoriana de
Fútbol****Before the Court of Arbitration for
Sport**

- / **9 July 2025:** club filed statement of appeal
- / **9 July 2025:** club requested stay
- / **21 July 2025:** member association objected
- / **23 July 2025:** club filed appeal brief
- / **30 July 2025:** sole arbitrator appointed
- / **13 August 2025:** member association filed answer
- / **13 August 2025:** stay granted
- / **3 September 2025:** sole arbitrator decided to hold hearing
- / **18 September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **3 October 2025:** sole arbitrator held remote hearing
- / **28 October 2025:** sole arbitrator issued operative part
- / **26 January 2026:** sole arbitrator issued award

Background

The club failed to comply with its financial obligations to two former players. The Ecuadorian MA General Secretary issued notices on 18 and 24 February 2025 that granted the club 30 days to comply with its financial obligations. The club did not meet the deadline.

The Ecuadorian MA General Secretary suspended the club's license on 1 April 2025. The club complied with its financial obligations, which led to the lifting of its license suspension on 11 April 2025.

The Ecuadorian MA Disciplinary Committee imposed a three-point deduction sanction on the club on 15 April 2025 for it having failed to comply with its financial obligations in due time. The club appealed the decision to the Ecuadorian MA Appeal Committee, which confirmed the decision on 13 June 2025.

The club filed its appeal with CAS, requesting that the sole arbitrator set aside the Ecuadorian MA Appeal Committee decision. The member association filed its answer, requesting that the sole arbitrator confirm the Ecuadorian MA Appeal Committee decision.

» TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol

MAIN LEGAL FINDINGS

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

Main issue

The sole arbitrator reasons that progressive sanctions form a single system and do not violate *ne bis in idem*.

The sole arbitrator notes that the club's license suspension and point deduction sanction arise from different stages of non-compliance. As such, the Ecuadorian MA did not sanction the club twice for the same conduct.

The sole arbitrator decides that the Ecuadorian MA did not incur in a violation of *ne bis in idem*.

TAS 2025/A/11251**Anice Ammous c. Espérance Sportive de Tunis**Reference number: [TAS 2025/A/11251](#)

Award date: 27 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Anice Ammous	 France	 Club Espérance Sportive de Tunis	 Tunisia
LEGAL TEAM Jean-Baptiste Giniès Attorney-at-law in Paris, France Loïc Alvarez Attorney-at-law in Montpellier, France		LEGAL TEAM Walid Ben Salah Attorney-at-law in Tunis, Tunisia Mohamed Kamel Laroussi Attorney-at-law in Tunis, Tunisia Housseem Eddine Boubaker Attorney-at-law in Tunis, Tunisia	
SOLE ARBITRATOR		Benoît Pasquier Attorney-at-law in Zurich, Switzerland	

CATEGORY**Employment, Status & Transfer****ISSUES**Admissibility; *locus standi***RELEVANT RULES & REGULATIONS**CAS Code; art. R57
FIFA RSTP; art. 17(1)**LANGUAGE**

French

KEYWORDS

new claim; standing to appeal

CASE LAW CITED

- » **Appeal, counterclaim:** CAS 2020/A/7605.
- » **De novo review, limitation:** CAS 2002/A/415 & 426; CAS 2007/A/1294; CAS 2007/A/1396 & 1402; CAS 2007/A/1433; CAS 2021/A/8453.
- » **De novo review, new claim:** CAS 2012/A/2874.
- » **De novo review, scope:** CAS 98/211; CAS 99/A/252; CAS 2004/A/674; CAS 2005/A/983 & 984; CAS 2009/A/1960.
- » **Standing to appeal, legitimate interest:** CAS 2009/A/1880-1881; CAS 2010/A/2091; CAS 2013/A/3140; CAS 2015/A/3959.

ORIGIN

Tunisian MA Appeal Committee

Preliminary issue**Are the player's new claims admissible?**

No, the player's new claims are inadmissible.

Main issue**Is the Tunisian MA Appeal Committee correct?**

Yes, the Tunisian MA Appeal Committee is correct.

TAS 2025/A/11251**Anice Ammous c. Espérance
Sportive de Tunis****Before the Court of Arbitration for
Sport**

- / **12 March 2025:** player filed statement of appeal
- / **26 June 2025:** player requested SoA as appeal brief
- / **17 July 2025:** sole arbitrator appointed
- / **11 August 2025:** club filed answer
- / **11 August 2025:** club objected admissibility
- / **21 August 2025:** player filed comments
- / **29 August 2025:** sole arbitrator decided to hold hearing
- / **4 September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 September 2025:** sole arbitrator held remote hearing
- / **27 January 2026:** sole arbitrator issued award

Background

The parties signed an employment agreement on 13 October 2021, valid until 30 June 2026. The club loaned the player to another Tunisian club until 30 June 2022. The player claimed he was excluded from training and that both clubs failed to comply with their financial obligations upon his return on 26 July 2022.

The player filed a claim before the Tunisian MA NDRC against the club and the other Tunisian club for outstanding remuneration and compensation. The Tunisian MA NDRC rendered its decision on 29 March 2024, accepting the player's claim. The club appealed to the Tunisian MA Appeal Committee on 1 April 2024. The Tunisian MA Appeal Committee confirmed the decision on 8 January 2025.

The player filed his appeal with CAS, requesting that the sole arbitrator amend the Tunisian MA Appeal Committee decision. The club filed its answer, requesting that the sole arbitrator confirm the Tunisian MA Appeal Committee decision. In addition, the club filed a counterclaim.

» TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis

MAIN LEGAL FINDINGS

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

Preliminary issue

The sole arbitrator reasons that a CAS panel cannot extend the scope of its *de novo* powers beyond the initial claims made before the original deciding body, absent legitimate reasons.

The sole arbitrator notes that the player increased the amounts claimed significantly and without justification.

The sole arbitrator decides that the player's new claims are inadmissible.

Main issue

The sole arbitrator reasons that a claimant cannot appeal a decision that fully satisfies the claims originally requested.

The sole arbitrator notes that the Tunisian MA Appeal Committee confirmed the Tunisian MA NDRC decision that fully satisfied the player's initial requests. As such, there is no basis to modify the decision.

The sole arbitrator decides that the Tunisian MA Appeal Committee is correct.

CAS 2024/A/10977**Falah Hassan Jassim v. National Olympic Committee of Iraq**Reference number: [CAS 2024/A/10977](#)

Award date: 3 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official Falah Hassan Jassim	 Iraq	NOC National Olympic Committee of Iraq	 Iraq
LEGAL TEAM		LEGAL TEAM	
Paolo Torchetti Attorney-at-law in Valencia, Spain		Nezar Ahmed Attorney-at-law in Chesterfield, USA	

PANEL

President.

Mario Vigna

Attorney-at-law in Rome, Italy

Arbitrator.

Arbitrator. Jeffrey G. Benz | Attorney-at-law and Barrister in London, United Kingdom

Arbitrator.

Arbitrator. Bernhard Welten

Attorney-at-law in Bern, Switzerland

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

CAS Code; arts. R44, R56, R59

LANGUAGE

English

KEYWORDS

mandatory joinder; production; standing to be sued

CASE LAW CITED

- » **De novo review, limitation:** CAS 2021/A/7975.
- » **Evidence, production:** CAS 2017/A/5336; CAS 2019/A/6533.
- » **Locus standi, mandatory joinder:** CAS 2016/A/4642; CAS 2019/A/6334; CAS 2020/A/6713; CAS 2020/A/7061; CAS 2021/A/8140; CAS 2021/A/8225; CAS 2023/A/9611.
- » **De novo review, scope:** CAS 98/211; CAS 99/A/252; CAS 2004/A/674; CAS 2005/A/983 & 984; CAS 2009/A/1960.
- » **Locus standi, standing to be sued:** CAS 2017/A/5227.

ORIGIN

Iraqi Sports Settlement and Arbitration Centre

Main issue**Is Al-Zawraa Sports Club a mandatory respondent?**

Yes, Al-Zawraa Sports Club is a mandatory respondent.

CAS 2024/A/10977

**Falah Hassan Jassim v. National
Olympic Committee of Iraq**

Before the Court of Arbitration for Sport

- / **1 November 2024:** official filed statement of appeal
- / **9 November 2024:** official requested provisional measure
- / **18 November 2024:** official filed appeal brief
- / **20 November 2024:** NOC filed comments
- / **11 December 2024:** provisional measure denied
- / **14 January 2025:** NOC filed answer
- / **15 January 2025:** official requested evidence production
- / **20 January 2025:** NOC objected
- / **6 March 2025:** panel constituted
- / **13 March 2025:** official submitted new evidence
- / **18 March 2025:** NOC objected
- / **20 March 2025:** panel issued directions on evidence
- / **12 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **16 May 2025:** panel decided to hold hearing
- / **22 May 2025:** ial submitted new evidence
- / **23 May 2025:** panel held remote hearing
- / **2 June 2025:** NOC filed submission
- / **5 June 2025:** NOC submitted new evidence
- / **11 June 2025:** panel issued directions on evidence
- / **18 June 2025:** official filed comments
- / **21 July 2025:** NOC submitted new evidence
- / **4 August 2025:** panel issued directions on evidence
- / **11 August 2025:** official filed comments
- / **11 August 2025:** official submitted evidence upon request
- / **16 October 2025:** official submitted new evidence
- / **24 October 2025:** OC filed comments
- / **3 November 2025:** panel issued directions on evidence
- / **3 March 2026:** panel issued award

Background

The dispute concerns the dissolution of the administrative board of Al-Zawraa Sports Club following elections held on 27 August 2022, in which the official was elected its chairperson for the 2022-2026 term. The Iraqi Sports Settlement and Arbitration Centre ordered the dissolution of the administrative board for a second time due to procedural violations under Iraqi law.

The official filed its appeal with CAS, requesting that the panel set aside the Iraqi Sports Settlement and Arbitration Centre decision. The NOC filed its answer, requesting that the panel confirm the Iraqi Sports Settlement and Arbitration Centre decision.

» CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the official is dismissed; and (b) the Iraqi Sports Settlement and Arbitration Centre decision is confirmed.

Main issue

The panel reasons that a CAS panel cannot issue an award affecting the rights and obligations of a non-party with a direct and material interest at stake.

The panel notes that reinstating the administrative board of Al-Zawraa Sports club would necessarily impose obligations on the club and its current management.

The panel decides that Al-Zawraa is a mandatory respondent.

CAS 2025/A/11443

Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club

Reference number: [CAS 2025/A/11443](#)

Award date: 3 March 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Pyramids FC	 Egypt	 Member association Egyptian Football Association (EFA)	 Egypt
LEGAL TEAM Dario Marzorati Attorneys-at-law in Zurich, Switzerland Lukas Rusch Attorneys-at-law in Zurich, Switzerland		LEGAL TEAM Not available	
PANEL		RESPONDENT	
President. Frans M. de Weger Attorney-at-Law in Haarlem, The Netherlands		League Egyptian Professional Clubs League	 Egypt
President. Christoph Müller Professor in Neuchâtel, Switzerland		LEGAL TEAM Abdallah El Shehaby Attorney-at-law in Cairo, Egypt	
President. Laila El Shentenawi Attorney-at-Law in Dubai, United Arab Emirates		RESPONDENT	
		 Club Al Ahly SC	 Egypt
		LEGAL TEAM Daniel Magdi Louis Attorney-at-law in Dubai, UAE	
		RESPONDENT	
		 Club Zamalek Sporting Club	 Egypt
		LEGAL TEAM Kamal Shoaib Legal consultant in Cairo, Egypt	

CATEGORY

Disciplinary

ISSUES

jurisdiction

RELEVANT RULES & REGULATIONS

CAS Code; arts. R49, R57
 Egyptian MA Competition Regulations;
 arts. 58(6), 62, 63
 Egyptian MA Statutes; art. 67

LANGUAGE

English

KEYWORDS

MA jurisdiction

CASE LAW CITED

- » **Appeal, time limit:** CAS 2024/A/10474.
- » **Arbitral tribunal, discretion:** CAS 2016/A/4903; CAS 2017/O/5264-5266.
- » **De novo review, jurisdiction:** CAS 2021/A/7736; CAS 2021/A/8148; CAS 2023/A/10170.
- » **De novo review, scope:** CAS 2021/A/6312; CAS 2021/A/8312.
- » **Locus standi, merits issue:** TF 128 I 50; CAS 2009/A/1869; CAS 2015/A/3959; CAS 2015/A/4131.

ORIGIN

Egyptian MA Appeal Committee

Main issue

Did the Egyptian MA Appeal Committee have jurisdiction to hear the dispute?
 No, the Egyptian MA Appeal Committee correctly declined jurisdiction

CAS 2025/A/11443

Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club

Before the Court of Arbitration for Sport

- / **21 May 2025:** Pyramids filed statement of appeal
- / **21 May 2025:** Pyramids requested stay
- / **23 May 2025:** Zamalek filed comments
- / **23 May 2025:** league objected
- / **23 May 2025:** Al Ahly objected
- / **27 May 2025:** stay denied
- / **16 June 2025:** Pyramids filed appeal brief
- / **7 July 2025:** league filed answer
- / **14 July 2025:** Al Ahly filed answer
- / **23 July 2025:** Zamalek filed answer
- / **9 October 2025:** panel constituted
- / **3 November 2025:** panel decided not to hold hearing
- / **November 2025:** CAS Court Office forwarded order of procedure to the parties
- / **3 March 2026:** 3 March 2026

Background

Al Ahly refused to appear for its scheduled league match against Zamalek on 11 March 2025 after foreign referees were not appointed to the match. Initially, the Egyptian league competition department sanctioned Al Ahly with points deduction and financial penalties. The Egyptian league board of directors removed the three-point deduction.

Pyramids challenged the decision filing a claim before the Egyptian MA Appeal Committee. The Egyptian MA Appeal Committee declared it lacked jurisdiction on 15 May 2025 and notified its decision's grounds on 15 May 2025.

Pyramids filed its appeal with CAS, requesting that the panel set aside the Egyptian MA Appeal Committee decision. The league, Al Ahly and Zamalek filed their respective answers, requesting that the panel confirm the Egyptian MA Appeal Committee decision. The Egyptian MA defaulted on its answer.

» CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Pyramids is dismissed; and (b) the Egyptian MA Appeal Committee decision is confirmed.

Main issue

The panel reasons that the Egyptian MA Appeal Committee jurisdiction is provided by the Egyptian MA regulations and the Egyptian league regulations.

The panel notes that neither the Egyptian MA regulations, nor the Egyptian league regulations provide for the Egyptian MA Appeal Committee jurisdiction over the Egyptian league board of directors' decision. As such, the CAS panel is not entitled to review the merits of the decision as well.

The panel decides that the Egyptian MA Appeal Committee correctly declined jurisdiction

CAS 2024/A/10826

**Khalaf Alshammri & Ali
Alshammari v.
Abdullah Alenezi et al.**

Reference number: [CAS 2024/A/10826](#)

Award date: 6 March 2026

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Official
Khalaf Alshammri



Kuwait

Official
Khalaf Alshammri

LEGAL TEAM

Ralph Charbel | Attorney-at-law in Beirut, Lebanon

SOLE ARBITRATOR

Mario Vigna |
Attorney-at-law in Rome, Italy

RESPONDENT

Official
Abdullah Alenezi



Kuwait

LEGAL TEAM

Not available

RESPONDENT

Official
Ahmad Alzaydi



Kuwait

Official
Abdullatif Khalaf Alshemmari

LEGAL TEAM

Global Sport Consulting in Monastir, Tunisia

Ali Abbes | Attorney-at-law**Mohamed Rokbani | Attorney-at-law****CATEGORY****Governance****ISSUES**election; evidence; *locus standi***RELEVANT RULES & REGULATIONS**

Al Jahra SC Statutes; art. 39

CAS Code; art. R56

LANGUAGE

English

KEYWORDS

exceptional circumstances; standing to appeal; standing to be sued

CASE LAW CITED

- » **Applicable law, locus standi:** CAS 2008/A/748; CAS 2024/A/10617.
- » **De novo review, procedural flaws:** CAS 2019/A/6233; CAS 2022/A/8863-8864; CAS 2024/A/10384.
- » **Evidence, exceptional circumstances:** CAS 2015/A/4232; CAS 2017/A/5260; CAS 2021/A/7807; CAS 2022/A/8598.
- » **Locus standi, standing to appeal:** CAS 2013/A/3140; CAS 2015/A/4289; CAS 2016/A/4924-4943; CAS 2017/A/5166-5405; CAS 2020/A/6922; CAS 2020/A/7590-7591; CAS 2021/A/8308.
- » **Locus standi, standing to be sued:** CAS 2008/A/1620; CAS 2017/A/5227; CAS 2017/A/5322; CAS 2020/A/7144; CAS 2022/A/8737.
- » **Locus standi, mandatory joinder:** CAS 2013/A/3228; CAS 2016/A/4642; CAS 2019/A/6334; CAS 2020/A/6713; CAS 2020/A/7061; CAS 2021/A/8140; CAS 2021/A/8225; CAS 2023/A/9611.

**RESPONDENT**

Official
Mubarak Al Mutairi



Kuwait

Official
Bandar Alzaydi

LEGAL TEAM

Sports Makers Law Firm in Cairo, Egypt

Nasr Eldin Azzam | Attorney-at-law**Hesham Eissa | Attorney-at-law****Abdelrahman Hashish | Attorney-at-law****Alyaa Saleh | Attorney-at-law****ORIGIN**

National Sports Arbitration Tribunal of Kuwait

Main issue**Is Al Jahra Sports Club a mandatory respondent?**

Yes, Al Jahra Sports Club is a mandatory respondent.

CAS 2024/A/10826**Khalaf Alshammri & Ali Alshammari
v. Abdullah Alenezi et al.****Before the Court of Arbitration for
Sport**

- / **22 August 2024:** appellants filed statement of appeal
- / **22 August 2024:** appellants requested stay
- / **4 September 2024:** NSAT renounced intervention
- / **12 September 2024:** NSTA submitted clarification
- / **18 October 2024:** appellants filed appeal brief
- / **6 November 2024:** fourth, fifth and sixth respondents filed answer
- / **13 November 2024:** sole arbitrator appointed
- / **9 December 2024:** second and third respondents filed answer
- / **21 January 2025:** stay denied
- / **5 May 2025:** sole arbitrator decided to hold remote hearing
- / **6 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **10 May 2025:** second and third respondents challenged sole arbitrator
- / **13 May 2025:** sole arbitrator stepped down
- / **16 June 2025:** sole arbitrator appointed
- / **4 September 2025:** CAS Court Office forwarded order of procedure to the parties
- / **16 September 2025:** sole arbitrator held remote hearing
- / **17 September 2025:** sole arbitrator issued directions
- / **8 October 2025:** sole arbitrator issued directions
- / **6 March 2026:** sole arbitrator issued award

Background

The dispute arises from competing and conflicting electoral processes concerning the board of directors of Al Jahra Sports Club for the 2024-2028 term. The National Sports Arbitration Tribunal of Kuwait decision of 4 September 2023 dissolved its board of directors, leading to parallel electoral processes. Multiple parties challenged both processes before the National Sports Arbitration Tribunal of Kuwait.

The appellants filed their appeal with CAS, requesting that the sole arbitrator set aside the National Sports Arbitration Tribunal of Kuwait decision. The respondents filed their respective answers, requesting that the sole arbitrator confirm the National Sports Arbitration Tribunal of Kuwait decision.

» CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the appellants is dismissed; and (b) the National Sports Arbitration Tribunal of Kuwait decision is confirmed.

Main issue

The panel reasons that a CAS panel cannot issue an award affecting the rights and obligations of a non-party with a direct and material interest at stake.

The sole arbitrator notes that the requested relief would inevitably alter Al Jahra Sports Club's management and institutional structure.

The sole arbitrator decides that Al Jahra Sports Club is a mandatory respondent.

Other landmark cases

Court of Arbitration for Sport

01

Non-football

02

Swiss Federal Tribunal



Quarterly Report on CAS Football Awards

Other landmark cases

Court of Arbitration for Sport | Non-football



TAS 2025/A/11136

Federación Española de Pelota &
Federación de Cuba de Pelota Vasca c.
Federación Internacional de Pelota Vasca &
Federación de Pelota Vasca de Euskadi

Reference number: [TAS 2025/A/11136](#)

Award date: 20 January 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Member association Federación Española de Pelota	Spain	IF Federación Internacional de Pelota Vasca	Spain
Member association Federación de Cuba de Pelota Vasca	Cuba	LEGAL TEAM Jorge Ibarrola Attorney-at-law in Lausanne, Switzerland Juan Carlos Soto del Castillo Attorney-at-law in Bilbao, Spain	
LEGAL TEAM Gonzalo A. Jiménez Illana Attorney-at-law in Madrid, Spain		RESPONDENT	
PANEL President. Roberto Moreno Rodríguez Alcalá Attorney-at-law and professor in Asunción, Paraguay Arbitrator. Nicolás de la Plata Caballero Professor in Madrid, Spain Arbitrator. Wouter Lambrecht Attorney-at-law in Geneva		Member association Federación de Pelota Vasca de Euskadi	Spain
		LEGAL TEAM Juan Carlos Soto del Castillo Attorney-at-law in Bilbao, Spain	

CATEGORY

Procedural

ISSUES

jurisdiction

RELEVANT RULES & REGULATIONS

CAS Code; arts. R28, R47, R55, R58
FIPV Statutes; arts. 3, 19-28, 30, 58, 65
PILA; art. 178, 186(2)

LANGUAGE

Spanish

KEYWORDS

lack of jurisdiction

CASE LAW CITED

- » Arbitration agreement, interpretation: ATF 119 III 380.
- » Arbitration agreement, requirements: SFT 4A_90/2014.
- » Arbitration agreement, scope: SFT 4A_92/2025.
- » Jurisdiction, choice of forum: ATF 116 I 56, SFT 4A_432/2017; SFT 4A_64/2025; SFT 4A_92/2025.
- » Jurisdiction, *einlassung*: ATF 128 III 50.
- » Jurisdiction, *kompetenz-kompetenz*: SFT 4A_564/2020.
- » Regulatory interpretation, arbitration agreement: SFT 4A_600/2016; SFT 4A_314/2017.

ORIGIN

Federación Internacional de Pelota Vasca Ordinary Assembly agreements

Main issue

Does CAS have jurisdiction to hear the dispute?

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

TAS 2025/A/11136

Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi

Before the Court of Arbitration for Sport

- / **13 January 2025:** appellants filed statement of appeal as appeal brief
- / **30 April 2025:** respondents filed answer
- / **30 April 2025:** respondents objected jurisdiction
- / **5 May 2025:** panel constituted
- / **10 May 2025:** appellants filed comments
- / **17 June 2025:** appellants filed comments upon request
- / **30 June 2025:** respondents filed comments upon request
- / **16 July 2025:** panel decided to hold preliminary hearing
- / **11 September 2025:** panel held remote hearing
- / **4 November 2025:** FCPV withdrew appeal
- / **4 November 2025:** respondents agreed
- / **20 January 2026:** panel issued award

Background

FIPV convened its general assembly on 26 September 2024. The agenda for the 28 December 2024 meeting was communicated to all member associations. A delegate proposed statutory amendments allowing the admission of entities whose territory is not internationally recognized as a State, subject to the authorization of the member association corresponding to the territory that is internationally recognized as a State.

The general assembly approved the amendments and, subsequently, voted to admit the FPVE as a full member. The FEP and the FCPV contested the procedural and substantive legality of the general assembly and its decisions.

The FEP and the FCPV filed their appeal with CAS, requesting that the panel set aside the Federación Internacional de Pelota Vasca Ordinary Assembly agreements. The IF and the FPVE filed their respective answers, requesting that the panel confirm the Federación Internacional de Pelota Vasca Ordinary Assembly agreements.

» TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi

MAIN LEGAL FINDINGS

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

Main issue

The panel reasons that CAS jurisdiction relies, inter alia, on provisions contained in the statutes and regulations of sports entities. Such provision may include for CAS jurisdiction relating to horizontal and/or vertical disputes.

The panel notes that the FIPV statutes include a provision for horizontal disputes. The dispute between the parties is of a vertical nature. As such, CAS does not have jurisdiction.

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

CAS OG 26/08**Raimo Reinsalu v.
International Skating Union**Reference number: [CAS OG 26/08](#)

Award date: 12 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT			
Athlete Raimo Reinsalu	 Lithuania	IF International Skating Union	 Switzerland		
LEGAL TEAM Law Firm CersJurkāns, Riga, Latvia Olavs Cers Attorney-at-law Jānis Jurkāns Attorney-at-law		LEGAL TEAM Michael Geistlinger Legal Advisor			
INTERESTED PARTY					
OC Lithuanian Olympic Committee	 Lithuania	Athlete Meda Variakojytė	 Lithuania	OC Lithuanian Olympic Committee	 Switzerland
LEGAL TEAM Not available		LEGAL TEAM Vaidas Variakojis Lithuania		LEGAL TEAM LKK Arbitration Ltd in Geneva, Switzerland Antonio Rigozzi Attorney-at-law Patrick Pithon Attorney-at-law	
PANEL	President. Stefano Bastianon Professor of Law in Bergamo, Italy Attorney-at-law in Busto Arsizio, Italy		Arbitrator. Marianne Saroli Attorney-at-law in Montreal, Canada		Arbitrator. Isabelle Fellrath Attorney-at-law in Morges, Switzerland

CATEGORY**Disciplinary****ISSUES**

jurisdiction; safeguarding

RELEVANT RULES & REGULATIONS

CAS *Ad Hoc* Rules; arts. 1, 7
 ISU Code of Ethics; arts. 2, 6(l)
 ISU Constitution; art. 26
 ISU Disciplinary Procedures; art. 4(5)
 Olympic Charter; art. 61

LANGUAGE

English

KEYWORDS

exhaustion of legal remedies; provisional
 suspension

CASE LAW CITED

- » **Jurisdiction, CAS *Ad Hoc* Division:** CAS OG 22/02; CAS OG 26/01; CAS OG 26/02; CAS OG 26/03.
- » **Jurisdiction, *ratione materiae*:** CAS OG 22/008-010.
- » **Jurisdiction, *ratione temporis*:** CAS OG 22/008-010; CAS OG 26/03.
- » **Provisional suspension, requirements:** CAS 2017/A/4968.

ORIGIN

ISU Disciplinary Commission

Main issue

Is the provisional suspension imposed on the coach reasonable, necessary and proportionate as a protective measure to safeguard the athlete?

Yes, the provisional suspension imposed on the coach is reasonable, necessary and proportionate.

CAS OG 26/08**Raimo Reinsalu v.
International Skating Union****Before the Court of Arbitration for
Sport**

- / **9 February 2026:** coach filed application
- / **9 February 2026:** panel constituted
- / **9 February 2026:** panel decided to hold hearing
- / **9 February 2026:** coach filed new evidence
- / **10 February 2026:** ISU filed answer
- / **10 February 2026:** athlete filed *amicus* brief
- / **10 February 2026:** IOC filed *amicus* brief
- / **11 February 2026:** panel held hybrid hearing
- / **12 February 2026:** panel issued award

Background

A female Latvian figure skater submitted a complaint to the ISU Safeguarding on 15 July 2025, alleging prolonged physical, psychological, and emotional abuse by her former coach and his wife. The ISU engaged Sportradar AG to conduct investigations into the allegations following an initial interview on 17 July 2025.

The coach submitted written responses to the ISU categorically denying all allegations on 22 September 2025 and 7 October 2025. He characterized the figure skater as difficult with documented mental health issues. The figure skater submitted a signed witness statement to the ISU on 27 December 2025, detailing her allegations and stating that she had been diagnosed with C-PTSD and Borderline Personality Disorder, having been hospitalized for psychiatric treatment from August to October 2025.

Sportradar reported that the figure skater had informed it on 26 January 2026 that a criminal investigation had been initiated by the Latvian police. The ISU allegedly received confirmation from the Latvian and Lithuanian Olympic Committees that police investigations had been launched in Latvia.

The coach submitted a further statement on 2 February 2026 denying all allegations and disputing the existence of criminal proceedings against him in Latvia. The ISU submitted a statement of complaint against the coach to the ISU Disciplinary Commission in February 2026, requesting his provisional suspension.

The ISU Disciplinary Commission initiated disciplinary proceedings against the coach on 6 February 2026 based on the alleged harassment and physical as well as psychological abuse against the figure skater, who was a minor at the time. The ISU Disciplinary Commission provisionally suspended the coach on 7 February 2026.

The coach filed an urgent application for revocation of the provisional suspension with the ISU Disciplinary Commission on 7 February 2026. The ISU filed a statement of reply on 8 February 2026, and the coach filed a reply on the same day. The ISU Disciplinary Commission rendered its decision on the same date, confirming the coach's provisional suspension. The Lithuanian Olympic Committee cancelled the coach's accreditation for the Milano-Cortina 2026 Olympic Winter Games.

The coach filed his appeal with CAS, requesting that the panel set aside the ISU Disciplinary Commission decision. ISU filed its answer, requesting that the panel confirm the ISU Disciplinary Commission decision. The athlete and the IOC filed their respective *amicus curiae* briefs.

» CAS OG 26/08 Raimo Reinsalu v. International Skating Union

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the coach is dismissed; and (b) the ISU Disciplinary Commission decision is confirmed.

Main issue

The panel reasons that the ISU Disciplinary Procedures art. 4(5) states that the ISU Disciplinary Commission panel may order any provisional measures it deems appropriate. The ISU Code of Ethics art. 6(1) provides that persons subject to it shall refrain from all forms of harassment and abuse. As per the ISU Code of Ethics art. 2, including coaches.

A provisional suspension constitutes a precautionary and protective measure, not a disciplinary sanction. Its function is to safeguard the integrity of the sport, the welfare of participants, and the proper functioning of the sporting environment pending a final determination. This protective rationale carries weight in cases involving allegations of abuse.

A coach has a position of significant authority and influence over athletes. Allegations of abuse engage concerns that transcend regulatory compliance and directly implicate participant protection and welfare due to the coach-player relationship being characterized by authority, trust, and dependency.

The panel notes that the ISU Disciplinary Commission was entitled to conclude that maintaining the coach in active functions pending the outcome of the proceedings could pose risks incompatible with the preventive and protective objectives of the ISU Code of Ethics. The coach's temporary removal from his functions serves a legitimate and proportionate protective purpose.

The panel decides that the provisional suspension imposed on the coach is reasonable, necessary and proportionate as a protective measure to safeguard the athlete.

CAS OG 26/09

Vladyslav Heraskevych v.
International Bobsleigh & Skeleton
Federation and International
Olympic Committee

Reference number: [CAS OG 26/09](#)

Award date: 17 February 2026

Seat of arbitration: Lausanne, Switzerland



APPELLANT	
Athlete Vladyslav Heraskevych	 Ukraine
LEGAL TEAM Yevhen Pronin Attorney-at-law in Kyiv, Ukraine	

RESPONDENT	
IF International Bobsleigh & Skeleton Federation	 Switzerland
LEGAL TEAM Stephan Netzle Attorney-at-law in Zurich, Switzerland	

SOLE ARBITRATOR	
Annett Rombach Attorney-at-law, Frankfurt am Main, Germany	

RESPONDENT	
OC International Olympic Committee	 Switzerland
LEGAL TEAM Antonio Rigozzi Attorney-at-law in Geneva, Switzerland Eolos Rigopoulos Attorney-at-law in Geneva, Switzerland	

CATEGORY

Other

ISSUES

human rights

RELEVANT RULES & REGULATIONS

CAS Ad Hoc Rules; arts. 14, 22
 ECHR; arts. 6, 10
 IBSF Statutes; art. 1
 Olympic Charter; arts. 19, 40, 50, 59
 SCC; arts. 63, 69

LANGUAGE

English

KEYWORDS

freedom of expression

CASE LAW CITED

- » **CEDH, applicability:** ECHR 40575/10; ECHR 67474/10; CAS 2008/C/1619.
- » **Request for stay, cumulative requirements:** CAS 2001/A/324; CAS 2001/A/329; CAS 2003/O/486; CAS 2007/A/1317; TAS 2007/A/1397; CAS 2007/A/1403; CAS 2010/A/2071; CAS OG 20/13.
- » **Sanction, freedom of expression:** CAS 2014/A/3516; CAS OG 22/05.

ORIGIN

Jury of the Olympic Skeleton Competition at the Olympic Winter Games 2026 Milano Cortina

Main issue

Is the athlete's sanction proportionate?

Yes, the athlete's exclusion from competition is proportionate.

CAS OG 26/09

**Vladyslav Heraskevych v.
International Bobsleigh & Skeleton
Federation and International
Olympic Committee**

**Before the Court of Arbitration for
Sport**

- / **12 February 2026:** athlete filed application
- / **12 February 2026:** athlete requested provisional measure
- / **12 February 2026:** sole arbitrator appointed
- / **12 February 2026:** IOC objected
- / **12 February 2026:** IF objected
- / **13 February 2026:** provisional measure denied
- / **13 February 2026:** athlete filed submission
- / **13 February 2026:** sole arbitrator held hybrid hearing
- / **13 February 2026:** IOC filed submission
- / **13 February 2026:** sole arbitrator issued operative part
- / **7 February 2026:** sole arbitrator issued award

Background

The athlete gave media interviews on 6 February 2026 expressing his desire to bring attention to the war in Ukraine when he was scheduled to compete in the men's skeleton at the Olympic Winter Games 2026 Milano Cortina. He signed the Milano Cortina 2026 Conditions of Participation.

He practiced for the competition on 9 February 2026 wearing a helmet depicting Ukrainian athletes killed in the war. The IOC informed him that his helmet was non-compliant with the applicable regulations and gave him options that complied with the applicable regulations. The athlete publicly declared on 10 February 2026 that he would compete wearing the helmet.

The IOC formally prohibited him on 11 February 2026 from starting the competition with the helmet. The athlete reiterated his intention, and the Jury of the Olympic Skeleton Competition at the Olympic Winter Games 2026 Milano Cortina (IBSF Jury) withdrew him from the starting list on 12 February 2026.

The athlete filed his appeal with CAS, requesting that the sole arbitrator set aside the IBSF Jury decision. The IF and the IOC filed their respective answers, requesting that the sole arbitrator confirm the IBSF Jury decision.

» CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the athlete is dismissed; and (b) the Jury of the Olympic Skeleton Competition at the Olympic Winter Games 2026 Milano Cortina decision is confirmed.

Main issue

The sole arbitrator reasons that international federations are principally free to adopt the appropriate regulations and other decision-making procedures as they see fit. Absent any breach of applicable law or substantive public policy, a CAS panel may not be called upon to rewrite the rules of an international federation.

Freedom of association finds its limits in fundamental human rights, including freedom of expression. Particularly, the European Convention on Human Rights' (ECHR) fundamental guarantees must be respected by international federations enjoying market-dominant position in the organization, planning and execution of major sports events.

The right to freedom of expression is not absolute and may be subject to conditions and restrictions where necessary. The Expression Guidelines implement the Olympic Charter Rule 40(2), validly limiting the right to freedom of expression on the field of play to foster the focus on the athlete's performances.

The sole arbitrator notes that the IOC, in connection with its affiliated international federations, drafts the regulations for the Olympic Games. As such, it is subject to the ECHR's fundamental guarantees, including freedom of expression. Freedom of expression is validly limited by the Milano Cortina 2026 Conditions of Participation, which the athlete signed.

The athlete's helmet constitutes an act of commemoration for athletes that were killed in a war. Wars always have political connotations. As such, wearing the helmet infringes the applicable regulations. This constitutes an imminent and sanctionable breach that led to the respondents' decision to withdraw the athlete from the skeleton competition.

The sole arbitrator decides that the athlete's exclusion from competition is proportionate.



Quarterly Report on CAS Football Awards

Case law table



Case law table

APPEAL

Admissibility

Case	Case law reference	Page
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2017/A/5219	56

Counterclaim

Case	Case law reference	Page
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	CAS 2020/A/7605	146

Power of attorney

Case	Case law reference	Page
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	CAS 2015/A/3959	30

Time limit

Case	Case law reference	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	CAS 2024/A/10474	152

APPLICABLE LAW

Locus standi

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2008/A/748; CAS 2024/A/10617	155

Order of procedure

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2020/A/7499	17

Regulations

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2014/A/3626	17
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	CAS 2017/A/5374; CAS 2017/A/5465; CAS 2018/A/5624	53
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	CAS 2017/A/5374; CAS 2017/A/5465; CAS 2018/A/5624	30

ARBITRAL TRIBUNAL

Discretion

Case	Case law reference	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	CAS 2016/A/4903; CAS 2017/O/5264-5266	152

ARBITRATION AGREEMENT

Interpretation

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	ATF 119 III 380	160

Requirements

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	SFT 4A_90/2014	160

Scope

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	SFT 4A_92/2025	160

BALANCE OF INTEREST

Requirements

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2022/A/9025	94

Third parties

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2004/A/708-709; CAS 2006/A/1088; CAS 2020/A/6796	94

BREACH OF CONTRACT**Compensation**

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	CAS 2007/A/1358; CAS 2007/A/1359; CAS 2008/A/1519-1520; CAS 2008/A/1568; CAS 2020/A/6961; CAS 2021/A/8471; CAS 2023/A/9701	37

Financial obligations

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	CAS 2020/A/7305	91

BURDEN OF PROOF**Allocation**

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2020/A/7499	17

Allocation

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2020/A/7180	17
CAS 2024/A/10875 Abha Football Club v. Czesław Michniewicz	CAS 2020/A/7605; CAS 2020/A/7612	40
CAS 2024/A/10876 Abha Football Club v. Paweł Primel	CAS 2020/A/7605; CAS 2020/A/7612	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	CAS 2020/A/7605; CAS 2020/A/7612	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	CAS 2020/A/7605; CAS 2020/A/7612	49
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	CAS 2003/A/506; CAS 2009/A/1810-1811; CAS 2009/A/1975	27

Allocation

Case	Case law reference	Page
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2004/A/730; CAS 2005/A/968; CAS 2007/A/1380; CAS 2015/A/3909; CAS 2016/A/4580; CAS 2023/A/9444	13
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2020/A/6796	56
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	TAS 2022/O/8822	91
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2003/O/506; TAS 2024/A/10515	20

Constitutive facts

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2003/A/506; TAS 2005/A/968; TAS 2007/A/1380; TAS 2021/A/7673 & 7699; TAS 2021/A/8277; TAS 2021/A/8510; TAS 2024/A/10719; TAS 2024/A/10725	20

Exclusionary facts

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444	20

Extinguishing facts

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444	20

Impeditive facts

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2007/A/1380; TAS 2012/A/3009; TAS 2015/A/3909; TAS 2015/A/3980; TAS 2015/A/4121; TAS 2016/A/4580; TAS 2018/A/5537; TAS 2018/A/5653; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2022/O/8822; TAS 2023/A/9444	20

BUYOUT**Requirements**

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	CAS 2014/A/3707; CAS 2016/A/4605; CAS 2019/A/6514; CAS 2020/A/6961	37

CEDH

Applicability

Case	Case law reference	Page
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	ECHR 40575/10; ECHR 67474/10; CAS 2008/C/1619	166

CLAIM

Time-barred

Case	Case law reference	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	TAS 2023/A/9786	119

COACH

Definition

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzennec c. Federation Gabonaise de Football (FEGAFOOT)	TAS 2007/A/1268	68

COMPENSATION

Calculation

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	CAS 2019/A/6626; CAS 2017/A/5481; CAS 2017/A/5336	33
CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	CAS 2018/A/5607-5608	116

Image rights

Case	Case law reference	Page
CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	CAS 2014/A/3579; CAS 2015/A/3923; CAS 2015/A/4039	116

Mitigation

Case	Case law reference	Page
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	CAS 2022/A/9004	27

Positive interest

Case	Case law reference	Page
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	CAS 2020/A/7175	40

Positive interest

Case	Case law reference	Page
CAS 2024/A/10876 Abha Football Club v. Pawel Primel	CAS 2020/A/7175	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	CAS 2020/A/7175	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	CAS 2020/A/7175	49
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	CAS 2004/A/587; CAS 2005/A/801; CAS 2005/A/909-911; CAS 2008/A/1447; CAS 2012/A/2698	27

Reciprocity

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2017/A/5242	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2017/A/5242	74

Residual value

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2020/A/6798	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2020/A/6798	77

Review

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	CAS 2022/A/9004; CAS 2024/A/10519; CAS 2025/A/11154	33

Waiver

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	ATF 131 III 439; ATF 129 III 618; SFT 4C_127/2005; SFT 4A_474/2008; SFT 4A_376/2010; SFT 4A_13/2018; SFT 4A_17/2018	37

CONTRACTUAL INTERPRETATION***Pacta sunt servanda***

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	TAS 2022/A/8681	91

Parties' intention

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2013/A/3343; TAS 2016/A/4379; TAS 2021/A/7909; TAS 2024/A/10814	20

DE NOVO REVIEW**Costs**

Case	Case law reference	Page
CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	CAS 2004/A/559	116

Jurisdiction

Case	Case law reference	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	CAS 2021/A/7736; CAS 2021/A/8148; CAS 2023/A/10170	152

Limitation

Case	Case law reference	Page
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	CAS 2021/A/7975	149
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	ATF 97 II 108; CAS OG 22/05; CAS 2024/A/10387; CAS 2024/A/10588	166
TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)	CAS 2019/A/6483	134
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	CAS 2002/A/415 & 426; CAS 2007/A/1294; CAS 2007/A/1396 & 1402; CAS 2007/A/1433; CAS 2021/A/8453	146

New claim

Case	Case law reference	Page
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	CAS 2012/A/2874	146

Procedural flaws

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2019/A/6233; CAS 2022/A/8863-8864; CAS 2024/A/10384	155
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	CAS 2022/A/9078	10
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	CAS 2022/A/9078	10

Procedural flaws

Case	Case law reference	Page
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2019/A/6409	13
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	TAS 2011/A/2433	131

Scope

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	CAS 2007/A/1394	33
CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	CAS 2022/A/9325	24
CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	CAS 2007/A/1394	59
CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	CAS 2007/A/1394	62
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	CAS 2021/A/6312; CAS 2021/A/8312	152
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2007/A/1394; CAS 2022/A/8882; CAS 2022/A/9219	13
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2007/A/1396 & 1402; CAS 2007/A/1426; CAS 2009/A/1944; CAS 2010/A/2090	56
TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)	TAS 2016/A/4569	134
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	CAS 98/211; CAS 99/A/252; CAS 2004/A/674; CAS 2005/A/983 & 984; CAS 2009/A/1960	146
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	TAS 2021/A/7637; TAS 2021/A/7656	131

DECISION**Final and binding**

Case	Case law reference	Page
CAS 2025/A/11319 A v. FIFA & B	CAS 2018/A/5898	81

DILIGENCE

Sphere of control

Case	Case law reference	Page
CAS 2025/A/11319 A v. FIFA & B	CAS 2006/A/1153; CAS 2009/A/1548; CAS 2019/A/6253; CAS 2020/A/7494; CAS 2022/A/8598; CAS 2024/A/10474; CAS 2024/A/10646	81

EMPLOYMENT CONTRACT

Conditions

Case	Case law reference	Page
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2021/A/8114	56

Essentialia negotii

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2021/A/8292	17

Extension

Case	Case law reference	Page
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2017/A/5339	56

Offer

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2010/A/2316; CAS 2018/A/5628	17

Requirements

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	ATF 145 V 188; SFT 4A_207/2014	37
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2013/A/3091-3093; CAS 2020/A/6867; CAS 2021/A/8114	56

ESTOPPEL

Preclusion

Case	Case law reference	Page
CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruware & FIFA	CAS 2012/A/2899; CAS 2015/A/3883; CAS 2020/A/7267; CAS 2021/A/7859; CAS 2021/A/8079; CAS 2024/A/10725	65
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2015/A/3883	56

EVIDENCE

Exceptional circumstances

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2015/A/4232; CAS 2017/A/5260; CAS 2021/A/7807; CAS 2022/A/8598	155

Fishing expedition

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	CAS 2019/A/6312; CAS 2019/A/6533	33

Production

Case	Case law reference	Page
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	CAS 2017/A/5336; CAS 2019/A/6533	149

FAILURE TO COMPLY

Financial hardship

Case	Case law reference	Page
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	CAS 2014/A/3533; CAS 2016/A/4402; CAS 2017/A/5496; CAS 2018/A/5802	77
CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA	CAS 2005/A/957; CAS 2014/A/3533; CAS 2016/A/4402; CAS 2018/A/5537; CAS 2018/A/5779	98

FAN BEHAVIOUR

Strict liability

Case	Case law reference	Page
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	CAS 2013/A/3090; CAS 2014/A/3578	125

FIFA RSTP

Annexe 7

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2022/A/9016	102

FORCE MAJEURE**Banking restrictions**

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2014/A/3533; TAS 2016/A/4402; TAS 2018/A/5537; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2020/A/7186; TAS 2023/A/9826; TAS 2024/A/10695; TAS 2024/A/10798	20

Standard of proof

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	ATF 130 III 321; TAS 2021/A/7673; TAS 2021/A/8277	20

FREEDOM OF CONTRACT**Penalties**

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	ATF 131 III 12; CAS 2014/A/3664	91

Penalty clause

Case	Case law reference	Page
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	CAS 2020/A/6809 & 6843; CAS 2020/A/7007	53

Potestative clause

Case	Case law reference	Page
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	CAS 2022/A/9279	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel	CAS 2022/A/9279	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	CAS 2022/A/9279	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	CAS 2022/A/9279	49
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2015/A/4042; CAS 2020/A/7582 & 7583; CAS 2021/A/8471; CAS 2024/A/10331	13

Tacit acceptance

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	ATF 123 III 53; ATF 112 II 500; CAS 2013/A/3444	94

INTEREST RATE

Applicable rate

Case	Case law reference	Page
CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	CAS 2021/A/7673 & 7699	24
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	CAS 2010/A/2128	77
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	CAS 2020/A/6809 & 6843; CAS 2021/A/7673 & 7699	53

INTERVENTION

Association

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	TAS 2020/A/6748	68

IRREPARABLE HARM

Burden of proof

Case	Case law reference	Page
CAS 2025/A/11857 A v. B & FIFA	CAS 2005/A/916; CAS 2014/A/3642; CAS 2020/A/7310; CAS 2023/A/9943; CAS 2023/A/10091; CAS 2025/A/11319	7
CAS 2025/A/11887 A v. FIFA	CAS 2014/A/3642; CAS 2014/A/3756	84
CAS 2025/A/11897 A v. B & FIFA	CAS 2005/A/916; CAS 2014/A/3642	88

Procedural behaviour

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2011/A/2473; CAS 2013/A/3094; CAS 2015/A/11319	94

Requirements

Case	Case law reference	Page
CAS 2025/A/11857 A v. B & FIFA	CAS 2014/A/3642	7
CAS 2025/A/11897 A v. B & FIFA	CAS 2014/A/3642	88
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2010/A/2113; CAS 2014/A/3642; CAS 2014/A/3756	94

Suspension

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2014/A/3571; CAS 2016/A/4710; CAS 2020/A/6796; CAS 2021/A/8161-8162; CAS 2023/A/9982	94

JURISDICTION**CAS Ad Hoc Division**

Case	Case law reference	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	CAS OG 22/02; CAS OG 26/01; CAS OG 26/02; CAS OG 26/03	163

Choice of forum

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	ATF 116 I 56, SFT 4A_432/2017; SFT 4A_64/2025; SFT 4A_92/2025	160

Einlassung

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	ATF 128 III 50	160

Kompetenz-kompetenz

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	SFT 4A_564/2020	160

Ratione materiae

Case	Case law reference	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	CAS OG 22/008-010	163
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	CAS OG 22/008-010; CAS OG 26/03	163

LIKELIHOOD OF SUCCESS**Requirements**

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2014/A/3703	94

LIQUIDATED DAMAGES**Nature**

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2013/A/3411; CAS 2016/A/4550; CAS 2019/A/6337	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2013/A/3411; CAS 2016/A/4550; CAS 2019/A/6337	74

Parties' autonomy

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	CAS 2019/A/6514; CAS 2022/A/9165	37

Requirements

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	CAS 2014/A/3707; CAS 2016/A/4605; CAS 2016/A/4606; CAS 2016/A/4826; CAS 2017/A/5125; CAS 2018/A/5771-5772; CAS 2020/A/6961; CAS 2020/A/6994; CAS 2021/A/8471; CAS 2022/A/9165; CAS 2023/A/9701	37

Requirements

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2015/A/4122; CAS 2017/A/5125; CAS 2020/A/6961	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2015/A/4122; CAS 2017/A/5125; CAS 2020/A/6961	74
CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	CAS 2015/A/3999-4000	59
CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	CAS 2015/A/3999-4000	62

LOCUS STANDI**Association**

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	TAS 2018/A/6044	68

Horizontal dispute

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	TAS 2015/A/3896	68

Joint liability

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	ATF 142 III 782	68

Mandatory joinder

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2013/A/3228; CAS 2016/A/4642; CAS 2019/A/6334; CAS 2020/A/6713; CAS 2020/A/7061; CAS 2021/A/8140; CAS 2021/A/8225; CAS 2023/A/9611	155
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	CAS 2016/A/4642; CAS 2019/A/6334; CAS 2020/A/6713; CAS 2020/A/7061; CAS 2021/A/8140; CAS 2021/A/8225; CAS 2023/A/9611	149

Merits issue

Case	Case law reference	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	ATF 128 I 50; CAS 2009/A/1869; CAS 2015/A/3959; CAS 2015/A/4131	152

Standing to appeal

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2013/A/3140; CAS 2015/A/4289; CAS 2016/A/4924-4943; CAS 2017/A/5166-5405; CAS 2020/A/6922; CAS 2020/A/7590-7591; CAS 2021/A/8308	155

Standing to be sued

Case	Case law reference	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al	CAS 2008/A/1620; CAS 2017/A/5227; CAS 2017/A/5322; CAS 2020/A/7144; CAS 2022/A/8737	155
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	CAS 2017/A/5227	149
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	TAS 2008/A/1631; TAS 2013/A/3228; TAS 2021/A/8140	137

Vertical dispute

Case	Case law reference	Page
TAS 2025/A/11123 Cyril Plouzenne c. Federation Gabonaise de Football (FEGAFOOT)	TAS 2007/A/1367	68

PENALTY CLAUSE**Excessiveness**

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	ATF 133 III 43; TAS 2024/A/10733	91
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2008/A/1491; TAS 2020/A/7301; TAS 2020/A/7305; TAS 2021/A/8340	20

Public policy

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	ATF 133 III 201; CAS 2008/A/1491; CAS 2017/A/5242	91

PRINCIPLES**Contra proferentem**

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2013/A/3324. CAS 2020/A/7002; CAS 2021/A/7701; CAS 2022/A/9053; CAS 2024/A/10573	102

Lex mitior

Case	Case law reference	Page
TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	CAS 2019/A/6669	143

Ne bis in idem

Case	Case law reference	Page
TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	SFT 4A_462/2019; CAS 2020/A/7369	143

Ne ultra petita

Case	Case law reference	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	CAS 2014/A/3754; CAS 2016/A/4384; CAS 2021/A/8334	119

Venire contra factum proprium

Case	Case law reference	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	CAS 2006/A/1086; CAS 2006/A/1189; CAS 2008/A/1699; CAS 2015/A/4195; CAS 2020/A/7096	119

PROVISIONAL SUSPENSION**Requirements**

Case	Case law reference	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	CAS 2017/A/4968	163

REGULATORY INTERPRETATION**Arbitration agreement**

Case	Case law reference	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	SFT 4A_600/2016; SFT 4A_314/2017	160

Commentaries

Case	Case law reference	Page
CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC	CAS 2007/A/1369; CAS 2012/A/2698	105

Contextual analysis

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2013/A/3324	102

Methods

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2009/A/1810-1811; CAS 2021/A/8054; CAS 2022/A/8915; CAS 2025/A/11604	102

REQUEST FOR RELIEF***Ne ultra petita***

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2016/A/4384; CAS 2017/A/5339; CAS 2020/A/6916; CAS 2021/A/8334	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2016/A/4384; CAS 2017/A/5339; CAS 2020/A/6916; CAS 2021/A/8334	74
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	CAS 2014/A/3723	119

REQUEST FOR STAY**Cumulative requirements**

Case	Case law reference	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS OG 02/004; CAS 2007/A/1370-1376	94
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	CAS 2001/A/324; CAS 2001/A/329; CAS 2003/O/486; CAS 2007/A/1317; TAS 2007/A/1397; CAS 2007/A/1403; CAS 2010/A/2071; CAS OG 20/13	166

Irreparable harm test

Case	Case law reference	Page
CAS 2025/A/11857 A v. B & FIFA	CAS 2007/A/1370-1376; CAS 2008/A/1630	7
CAS 2025/A/11897 A v. B & FIFA	CAS 2007/A/1370-1376; CAS 2008/A/1630	88

Requirements

Case	Case law reference	Page
CAS 2025/A/11857 A v. B & FIFA	CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071	7
CAS 2025/A/11887 A v. FIFA	CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071	84
CAS 2025/A/11897 A v. B & FIFA	CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071	88
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376	94

RES JUDICATA**Scope**

Case	Case law reference	Page
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	SFT 4A_536/2018, SFT 4A_486/2022; CAS 2015/A/3959	108

SANCTION**Debtor**

Case	Case law reference	Page
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	CAS 2016/A/4705; CAS 2018/A/5683	77

Deference

Case	Case law reference	Page
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	CAS 2009/A/1810 & 1811; CAS 2015/A/3920; CAS 2016/A/4490; CAS 2020/A/7369	125
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	CAS 2014/A/3562; CAS OG 24/09	91
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2005/A/1001; TAS 2024/A/10904	20

Freedom of expression

Case	Case law reference	Page
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	CAS 2014/A/3516; CAS OG 22/05	166

Locus standi

Case	Case law reference	Page
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2012/A/3032	13

Point deduction

Case	Case law reference	Page
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	TAS 2025/A/11174	122

Proportionality

Case	Case law reference	Page
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	CAS 2022/A/8695	77
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2015/A/4338	20

Review

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2001/A/330; TAS 2008/A/1718-1724; TAS 2010/A/2283; TAS 2023/A/10150	23

SETTLEMENT AGREEMENT**Acceleration clause**

Case	Case law reference	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	ATF 129 III 276	91

Reciprocal concessions

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	SFT 4A_96/2017; SFT 4A_13/2018; SFT 4A_17/2018	37

STANDARD OF PROOF**Applicable law**

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2021/A/8277	20

Comfortable satisfaction

Case	Case law reference	Page
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	CAS 2012/A/2908; CAS 2019/A/6187; CAS 2020/A/7605	17
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2013/A/3323; TAS 2017/A/5003; TAS 2020/A/6914; TAS 2020/A/7180; TAS 2021/A/8070; TAS 2022/A/8906; TAS 2022/A/9219; TAS 2022/A/9328-9329; TAS 2023/A/9826; TAS 2023/A/10069	20

Force majeure

Case	Case law reference	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	TAS 2006/A/1110; TAS 2010/A/2144; TAS 2013/A/3471; TAS 2014/A/3533; TAS 2014/A/3840; TAS 2015/A/3909; TAS 2015/A/4121; TAS 2016/A/4402; TAS 2018/A/5537; TAS 2018/A/5779; TAS 2018/A/5802; TAS 2020/A/6716; TAS 2020/A/6717; TAS 2020/A/7186; TAS 2021/A/7673; TAS 2023/A/9669; TAS 2023/A/9826; TAS 2024/A/10695; TAS 2024/A/10798; TAS 2025/A/11236	20

STANDING TO APPEAL**Legitimate interest**

Case	Case law reference	Page
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	CAS 2009/A/1880-1881; CAS 2010/A/2091; CAS 2013/A/3140; CAS 2015/A/3959	146

Merits issue

Case	Case law reference	Page
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2008/A/1639; CAS 2013/A/3047; CAS 2016/A/4602; CAS 2020/A/6694	56
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	ATF 138 III 213; SFT 4A_404/2016; SFT 5A_643/2016	68

TERMINATION

Deregistration

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	CAS 2013/A/3091-3093; CAS 2023/A/9501	33

Exclusion from playing

Case	Case law reference	Page
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	SFT 4A_53/2011; CAS 2015/A/4122; CAS 2018/A/5771; CAS 2014/A/3643	33

Just cause

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	SFT 4A_89/2007; SFT 4A_270/2014	37
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel	CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	CAS 2013/A/3091-3093; CAS 2018/A/6005; CAS 2022/A/9279	49
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	CAS 2013/A/3091	27
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	CAS 2014/A/3463-3464	56
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	CAS 2004/A/587; CAS 2006/A/1100; CAS 2006/A/1180; CAS 2011/A/2567	30

Mutual agreement

Case	Case law reference	Page
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	ATF 118 II 58; SFT 4C_49/1999; SFT 4C_27/2002; SFT 4C_397/2004; SFT 4C_127/2005; SFT 4C_61/2006; SFT 4A_376/2010; SFT 4A_563/2011; SFT 4A_362/2015; SFT 4A_364/2016; SFT 4A_673/2016; SFT 4A_13/2018; SFT 4A_17/2018	37

Sporting performance

Case	Case law reference	Page
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	CAS 2016/A/4846; CAS 2017/A/5402; CAS 2020/A/6798	71
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029	43

Sporting performance

Case	Case law reference	Page
CAS 2024/A/10876 Abha Football Club v. Pawel Primel	CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029	43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029	46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	CAS 2007/A/1322; CAS 2011/A/2596; CAS 2011/A/2597; CAS 2018/A/6029	49
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	CAS 2016/A/4846; CAS 2017/A/5402; CAS 2020/A/6798	74

Unilateral clause

Case	Case law reference	Page
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	CAS 2021/A/7931	13

TRAINING COMPENSATION**Waiver**

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2021/A/8392; CAS 2023/A/9975-9976; CAS 2023/A/10041; CAS 2024/A/10453	102

TRAINING COMPENSATION**Waiver**

Case	Case law reference	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	CAS 2021/A/8392; CAS 2023/A/9975-9976; CAS 2023/A/10041; CAS 2024/A/10453	102

Minimum requirements

Case	Case law reference	Page
CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC	CAS 2003/A/527; CAS 2006/A/1029; CAS 2008/A/1705; CAS 2017/A/5090	105

FIFA®

Quarterly Report on CAS Football Awards

Law & Regulations table



Law & Regulations table

AL JAHRA SC STATUTES

Case	Article	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	39	155

ALBANIAN LABOUR CODE

Case	Article	Page
CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	120, 155	116

ARGENTINE DECREE N. 824/2019

Case	Article	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	117, 119, 121	20

CAF AFRICAN NATIONS CHAMPIONSHIP REGULATIONS

Case	Article	Page
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	2, 12, 38, 39	131

CAF DISCIPLINARY CODE

Case	Article	Page
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	55, 58	131

CAS AD HOC RULES

Case	Article	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	1, 7	163
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	14, 22	166

CAS CODE

Case	Article	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	R28, R47, R55, R58	160

Case	Article	Page
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	R29, R44(2)	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel		43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel		46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak		49
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	R30, R49, R56, R57	30
CAS 2025/A/11857 A v. B & FIFA	R37	7
CAS 2025/A/11887 A v. FIFA		84
CAS 2025/A/11897 A v. B & FIFA		88
CAS 2025/A/11990 A v. FIFA		94
CAS 2025/A/11991 B v. FIFA		
CAS 2025/A/11992 C v. FIFA		
CAS 2025/A/11996 H v. FIFA		
CAS 2025/A/11998 D v. FIFA		
CAS 2025/A/11999 E v. FIFA		
CAS 2025/A/12000 F v. FIFA		
CAS 2025/A/12002 G v. FIFA		
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	R44, R55, R57, R58	33
CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	R44, R56, R59	149
CAS 2024/A/10914 Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club	R47	140
CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	R47, R57	24
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	R48, R54, R57, R64	56
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	R49	137
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	R49, R56	108
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	R49, R57	152

Case	Article	Page
CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	R56	155
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club		74
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	R57	27
CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA		65
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza		10
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza		13
TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)		134
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club		119
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis		146
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA		20
TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)		131
CAS 2025/A/11319 A v. FIFA & B	R57(1)	81
CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	R57, R64	59
CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez		62
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	R58	17
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca		53
CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA	R64	112

CHILEAN LEAGUE REGULATIONS

Case	Article	Page
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	71	122
TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile		

CHILEAN LEAGUE SANCTIONS AND PROCEDURE CODE

Case	Article	Page
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	43	122
TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile		

CHILEAN LEAGUE SECOND DIVISION REGULATIONS

Case	Article	Page
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	84, 85	122
TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile		

CHILEAN LEAGUE STATUTES

Case	Article	Page
TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	42	122
TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile		

CONMEBOL CLUB MANUAL

Case	Article	Page
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	4, 5	125

CONMEBOL DISCIPLINARY CODE

Case	Article	Page
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	6, 12, 27	125

CONMEBOL STATUTES

Case	Article	Page
TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	55	125

ECHR

Case	Article	Page
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	6, 10	166

ECUADORIAN MA DISCIPLINARY CODE

Case	Article	Page
TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	4, 6, 64(c), 149, 150, 151	143

ECUADORIAN MA FINANCIAL FAIR PLAY REGULATIONS

Case	Article	Page
TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	7	143

EGYPTIAN MA APPEALS COMMITTEE REGULATIONS

Case	Article	Page
CAS 2024/A/10914 Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club	3, 17	140

EGYPTIAN MA COMPETITION REGULATIONS

Case	Article	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	58(6), 62, 63	152

EGYPTIAN MA STATUTES

Case	Article	Page
CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	67	152

FIFA CHR

Case	Article	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	9	102
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	18(2)	108

FIFA DC

Case	Article	Page
CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	22	94
CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA	54(10)	98
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	6, 8	91

FIFA PROCEDURAL RULES GOVERNING THE FOOTBALL TRIBUNAL

Case	Article	Page
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	25	68
CAS 2025/A/11319 A v. FIFA & B	10, 15	81
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz CAS 2024/A/10876 Abha Football Club v. Pawel Primel CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	13(5)	40 43 46 49 20
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	19, 20	108
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	17	71 74
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	18	17

Case	Article	Page
CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	<i>12bis</i>	77
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA		20
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	<i>12bis(4)(a)</i> , 13, 23(3)	13
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	13, 14, 17	27
CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	13, 17	37
CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	14(1), 17(1)	33
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	14, 17, 18	30
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	<i>14bis</i> , 22, 23	68
TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	17(1)	146
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	21, 22(1), 23(1)	108
CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA	22(1)(c)	65
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	23(3)	119
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	5, 9, 19, 20	102

FIFA RSTP, ANNEXE 2

Case	Article	Page
CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	6	37
CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo		59

Case	Article	Page
CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	6	62
CAS 2025/A/11319 A v. FIFA & B	8	81
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	1(2)(b), 3, 4(1), 6	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel		43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel		46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak		49
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	2, 4(1), 6(2)	56
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	3, 5, 6	68
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	6(2)	71
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club		74

FIFA RSTP, ANNEXE 4

Case	Article	Page
CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC	1(1)	105

FIFA RSTP, ANNEXE 5

Case	Article	Page
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	1, 2(1)	108

FIFA RSTP, ANNEXE 7

Case	Article	Page
CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	7	102

FIFA STATUTES

Case	Article	Page
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	49	53
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	50	68
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	56	17
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	50(l)	108
CAS 2025/A/11319 A v. FIFA & B		81

FIPV STATUTES

Case	Article	Page
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	3, 19-28, 30, 58, 65	160

IBSF STATUTES

Case	Article	Page
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	1	166

ISU CODE OF ETHICS

Case	Article	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	2, 6(l)	163

ISU CONSTITUTION

Case	Article	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	26	163

ISU DISCIPLINARY PROCEDURES

Case	Article	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	4(5)	163

IVORIAN MA DISCIPLINARY CODE

Case	Article	Page
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	42, 143	137

IVORIAN MA GENERAL REGULATIONS

Case	Article	Page
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	81, 82	137

IVORIAN MA STATUTES

Case	Article	Page
TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)	46(1), 51, 54(2), 90(2)	134

OLYMPIC CHARTER

Case	Article	Page
CAS OG 26/08 Raimo Reinsalu v. International Skating Union	61	163
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	19, 40, 50, 59	166

PILA

Case	Article	Page
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFAUnion	182	20
CAS 2025/A/11857 A v. B & FIFA	183	7
CAS 2025/A/11897 A v. B & FIFA		88
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	190	119
TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	178, 186(2)	160

SCC

Case	Article	Page
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	2	91

Case	Article	Page
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	8	108
CAS 2025/A/11319 A v. FIFA & B		81
CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA		98
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA		20
CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	19, 20(1), 27(2)	13
CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	63, 69	166
CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	8	40
CAS 2024/A/10876 Abha Football Club v. Pawel Primel		43
CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel		46
CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak		49
CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	104	24
CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)		108
CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	151	17
CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	1, 2, 5	30
CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	1, 2, 8, 11, 73	56
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	18(1), 82	10
CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza		13
TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	18, 74, 97, 119, 163(3)	20
TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	20, 104, 544	68
CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	319, 337c(1), 361, 362(1), 339(1)	71

Case	Article	Page
CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	319, 337c(1), 361, 362(1), 339(1)	74
CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	337, 337c	27
TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	6, 19, 32, 33, 75, 76, 104, 160, 161, 162, 163	91
CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	73, 104(2), 116, 163	53
CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	73, 104, 336, 337c(1), 341, 362	37

SCPC

Case	Article	Page
TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	70	137

URUGUAYAN CIVIL CODE

Case	Article	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	1565, 1566	119

URUGUAYAN GENERAL PROCEDURE CODE

Case	Article	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	120, 378(3)	119

URUGUAYAN MA GENERAL REGULATIONS

Case	Article	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	127(3)	119

URUGUAYAN MA PROCEDURAL REGULATIONS

Case	Article	Page
TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	13	119

FIFA®

Quarterly Report on CAS Football Awards

Issues & Keywords table



Issues & Keywords table

ADMISSIBILITY

Keyword	Case	Page
Advance of costs	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
Counterclaim	TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	119
Exhaustion of legal remedies	CAS 2024/A/10914 Saad Tarek Saad Tawfik Soliman et al. v. Egyptian Football Association & Pyramids Football Club	140
Final and binding decision	CAS 2025/A/11319 A v. FIFA & B	81
<i>Locus standi</i>	TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
New claim	TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	146
Power of attorney	CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	30
Time limit	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13
	TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	122

AGENT

Keyword	Case	Page
Fee	CAS 2025/A/11399 Cătălin Sărmășan Football Management S.R.L. v. Fotbal Club CFR 1907 Cluj S.A.	128

APPEAL

Keyword	Case	Page
<i>De novo</i> scope	CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	116
	CAS 2025/A/11319 A v. FIFA & B	81

APPLICABLE LAW

Keyword	Case	Page
Regulations	CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53

BURDEN OF PROOF

Keyword	Case	Page
Ineligibility	TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	131

COMPETITION

Keyword	Case	Page
Rematch	TAS 2024/A/10683 ISCA - Inova Sporting Club Association c. Fédération Ivoirienne de Football (FIF) & Yamoussoukro FC	137
	TAS 2024/A/10934 Africa Sports d'Abidjan c. Fédération Ivoirienne de Football (FIF)	134

COSTS

Keyword	Case	Page
Abusive behaviour	CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	59
	CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	62
Allocation	CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA	112
Arbitration costs	CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA	112
Legal costs	CAS 2025/A/11487 Antonio Jose Teles Teixeira Loureiro da Silva v. FIFA	112

DAMAGES

Keyword	Case	Page
Compensation	CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37
	CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	71
	CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	40
	CAS 2024/A/10876 Abha Football Club v. Pawel Primel	43
	CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	46
	CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	49
	CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	74
	CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	33
	CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	116

Keyword	Case	Page
Compensation	CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	27
	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
	TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
Image rights	CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	116
Liquidated damages	CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37
	CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	59
	CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	62
Mitigation	CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37
	CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	30
Potestative clause	CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	40
	CAS 2024/A/10876 Abha Football Club v. Pawel Primel	43
	CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	46
	CAS 2024/A/10901 MFK Vyskov A.S. v. Fahad Aziz Bayo	49
	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13

DE NOVO REVIEW

Keyword	Case	Page
Preclusion	CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA	65
Scope	CAS 2025/A/11286 Ngezi Platinum Stars Football Club v. Benjani Mwaruwari & FIFA	68
	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56

DECISION

Keyword	Case	Page
Internal binding effect	CAS 2025/A/11258 Dritan Mehmeti v. Football Club Dinamo City	116
	CAS 2025/A/11319 A v. FIFA & B	81
	TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	119

DUE PROCESS

Keyword	Case	Page
Extra petita	TAS 2024/A/11042 Rentistas SAD & Club Atlético Rentistas c. Defensor Sporting Club	119
Ne ultra petita	CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	24
Procedural formalities	TAS 2025/A/11548 Federación Ecuatoguineana de Fútbol (FEGUIFUT) c. Confédération Africaine de Football (CAF) & Fédération Congolaise de Football (FECOFOOT)	131

ELECTION

Keyword	Case	Page
Standing to appeal	CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	155

EMPLOYMENT RELATIONSHIP

Keyword	Case	Page
Offer	CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	17
Validity	CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC	17
	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
Verbal agreement	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	59

EVIDENCE

Keyword	Case	Page
Admissibility	CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	24
	CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	13
Exceptional circumstances	CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	155
Fishing expedition	CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	33
Production	CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	149

FINANCIAL FAIR PLAY

Keyword	Case	Page
Non-compliance	TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	143

HUMAN RIGHTS

Keyword	Case	Page
Freedom of expression	CAS OG 26/09 Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation and International Olympic Committee	166

INTEREST RATE

Keyword	Case	Page
Applicable rate	CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53

JURISDICTION

Keyword	Case	Page
Exhaustion of legal remedies	CAS OG 26/08 Raimo Reinsalu v. International Skating Union	163
Lack of jurisdiction	TAS 2025/A/11136 Federación Española de Pelota & Federación de Cuba de Pelota Vasca c. Federación Internacional de Pelota Vasca & Federación de Pelota Vasca de Euskadi	160
MA jurisdiction	CAS 2025/A/11443 Pyramids FC v. Egyptian Football Association (EFA), Egyptian Professional Clubs League, Al Ahly SC & Zamalek Sporting Club	152

LIABILITY

Keyword	Case	Page
Waiver	CAS 2025/A/11319 A v. FIFA & B	81

LOCUS STANDI

Keyword	Case	Page
Joint liability	TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
Mandatory joinder	CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	149
	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13
Standing to appeal	TAS 2025/A/11251 Anice Ammous c. Espérance Sportive de Tunis	146
Standing to be sued	CAS 2024/A/10826 Khalaf Alshammri & Ali Alshammari v. Abdullah Alenezi et al.	155
	CAS 2024/A/10977 Falah Hassan Jassim v. National Olympic Committee of Iraq	152
	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13

MINOR

Keyword	Case	Page
LME	CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	102

NOTICE

Keyword	Case	Page
Sphere of control	CAS 2025/A/11319 A v. FIFA & B	81

PENALTY CLAUSE

Keyword	Case	Page
Validity	CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53

PROVISIONAL MEASURE

Keyword	Case	Page
Balance of interest	CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	94
Irreparable harm	CAS 2025/A/11857 A v. B & FIFA	7
	CAS 2025/A/11887 A v. FIFA	84
	CAS 2025/A/11897 A v. B & FIFA	88
	CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	94

Keyword	Case	Page
Likelihood of success	CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	94
Request for stay	CAS 2025/A/11857 A v. B & FIFA	7
	CAS 2025/A/11887 A v. FIFA	84
	CAS 2025/A/11897 A v. B & FIFA	88
	CAS 2025/A/11990 A v. FIFA CAS 2025/A/11991 B v. FIFA CAS 2025/A/11992 C v. FIFA CAS 2025/A/11996 H v. FIFA CAS 2025/A/11998 D v. FIFA CAS 2025/A/11999 E v. FIFA CAS 2025/A/12000 F v. FIFA CAS 2025/A/12002 G v. FIFA	94

REQUEST FOR RELIEF

Keyword	Case	Page
Ne ultra petita	CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	71
	CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	74

SAFEGUARDING

Keyword	Case	Page
Provisional suspension	CAS OG 26/08 Raimo Reinsalu v. International Skating Union	163

SANCTION

Keyword	Case	Page
Burden of proof	CAS 2025/A/11507 Future FC v. Taylor Diawisie & FIFA	98
Deference	TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	91
Equal treatment	TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	143
Fan behaviour	TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	125

Keyword	Case	Page
Financial fair play	TAS 2025/A/11210 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile TAS 2025/A/11280 Deportes Santiago Morning c. Asociación Nacional de Fútbol Profesional de Chile	122
Legality	TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	125
Ne bis in idem	TAS 2025/A/11586 Guayaquil City Fútbol Club vs. Federación Ecuatoriana de Fútbol	143
Proportionality	CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	77
	TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	125
	TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	20
Recidivism	TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	128
Sporting succession	CAS 2025/A/11319 A v. FIFA & B	81
Team behaviour	TAS 2025/A/11223 Clube Atlético Mineiro c. CONMEBOL	128

SETTLEMENT AGREEMENT

Keyword	Case	Page
Acceleration clause	TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	91
Breach of contract	CAS 2025/A/11241 Waris Majeed v. Anorthosis Famagusta FC	24
	TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	91
Penalty clause	TAS 2025/A/11253 Club Atlético Independiente c. Fernando Vicente Gaibor & FIFA	94
	TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	20

STATUTE OF LIMITATIONS

Keyword	Case	Page
Time-barred	CAS 2025/A/11319 A v. FIFA & B	81

TERMINATION

Keyword	Case	Page
Breach of contract	CAS 2024/A/10666 Vedran Naglić v. Al Shabab Football Club	37
	CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	74
	CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	40
	CAS 2024/A/10876 Abha Football Club v. Pawel Primel	46
	CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	49
	CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	52
	CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	77
	CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	33
	CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	30
	CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	59
	CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	62
	CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	10
	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
	CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	30
	TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
Force majeure	TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	20
Just cause	CAS 2024/A/10723 Miguel Fernando Dias Pinto v. Al-Hazem Sport Club	71
	CAS 2024/A/10875 Abha Football Club v. Czeslaw Michniewicz	40
	CAS 2024/A/10876 Abha Football Club v. Pawel Primel	43
	CAS 2024/A/10877 Abha Football Club v. Grzegorz Kurdziel	46
	CAS 2024/A/10901 Abha Football Club v. Gerard Juszcak	49
	CAS 2024/A/11019 Antonio Filipe de Sousa Gouveia v. Al-Hazem Sport Club	74
	CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC	33
	CAS 2025/A/11269 MFK Vyskov A.S. v. Fahad Aziz Bayo	27

Keyword	Case	Page
Just cause	CAS 2025/A/11294 Urawa Red Diamonds v. Per-Mathias Hogmo	59
	CAS 2025/A/11295 Urawa Red Diamonds v. Mario Chavez	62
	CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	10
	CAS 2025/A/11496 Fédération Centrafricaine de Football (FCF) v. Raoul Savoy	56
	CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo	30
	TAS 2025/A/11123 Cyril Plouzenec c. Federation Gabonaise de Football (FEGAFOOT)	68
Mutual agreement	CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37
	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13
	TAS 2025/A/11397 Club Atlético Newell's Old Boys c. Guillermo Luis May Bartesaghi & FIFA	20
Outstanding remuneration	CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	10
	CAS 2025/A/11296 Maccabi Bnei Reineh v. Mark Kostza	10
	CAS 2025/A/11485 El Masry SC v. Eze Emeka Christian	13
Termination agreement	CAS 2024/A/10666 Vedran Naglič v. Al Shabab Football Club	37

TRAINING REWARDS

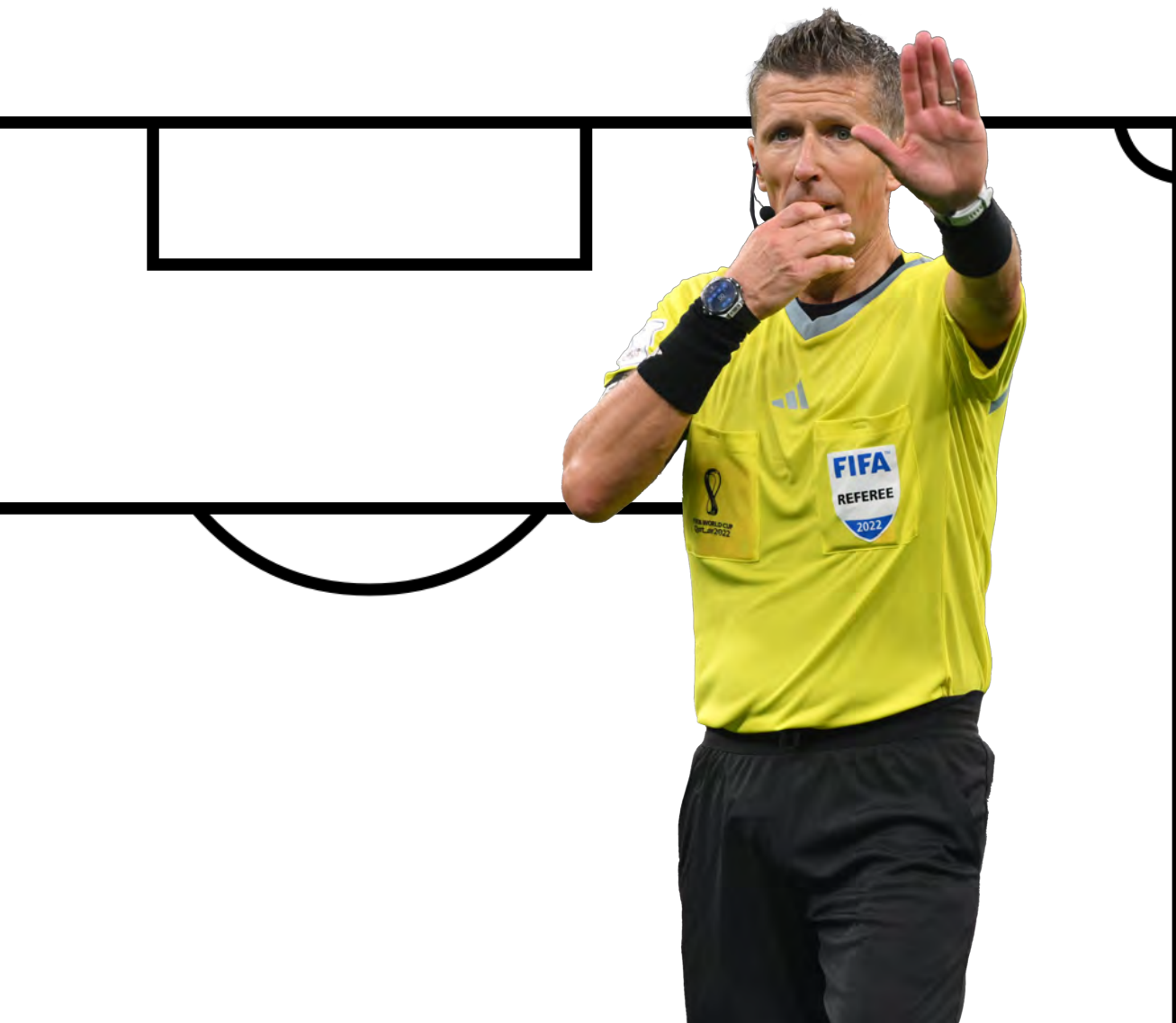
Keyword	Case	Page
EPP	CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	102
	CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	108
Solidarity contribution	CAS 2025/A/11285 Ivoire Academie FC v. Federation International de Football Association (FIFA), Atalanta Bergamasca C. SRL, Federation Ivoirienne de Football (FIF) & Federazione Italiana Giuoco Calcio (FIGC)	108
	CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	105
	CAS 2025/A/11440 Sevilla F.C. SAD v. FIFA, Stade Brestois 29, Spezia Calcio S.R.L. & ES Troyes AC	105
Waiver	CAS 2024/A/10949 C.F. Rayo Majadahonda S.A.D. v. MEE DSSC DRC Dnipro & DIUSC Inter Dnipro & DIUSSH Novomoskovsk & Fédération Internationale de Football Association (FIFA)	105

TRANSFER

Keyword	Case	Page
Breach of contract	CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	77
	CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53
Transfer contract	CAS 2025/A/11365 Sport Club Corinthians Paulista v. Private Stock Company Football Club Shakhtar Donetsk & Fédération Internationale de Football Association (FIFA)	77
	CAS 2025/A/11498 Santos Futebol Clube v. Futebol Clube de Arouca	53

Disclaimer

Regarding any potential technical references included in this report, please be advised that in the event of any contradiction between this report and the actual text of the relevant regulations, letter, decision, or award, the latter always prevails. The information contained in this report is based on publicly available data or data provided directly by the Court of Arbitration for Sport during this specific period, and always concerning non-confidential awards or decisions. FIFA assumes no responsibility for the accuracy, completeness and reliability of this information.





Quarterly Report on CAS Football Awards

