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## ROLE OF COURT OF ARBITRATION FOR SPORTS IN RESOLVING FINANCIAL DISPUTES IN FOOTBALL

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### ABSTRACT

This doctrinal research investigates the significant role of the Court of Arbitration for Sport (CAS) in adjudicating financial conflicts in professional football. It does so by examining: (1) the scope and authority of CAS to resolve such disputes, as provided by FIFA Statutes Art. 57; (2) the procedural frameworks under which CAS may conduct business in both its Ordinary Division and the Appeals Division; (3) the impact of CAS jurisprudence on the sport's commercialization of €35 billion+, through issues of player transfers, broadcasting rights and sponsorships; and (4) how key CAS awards, rendered between 2010 and 2026 (following the RSTP reforms), resolve the central disputes arising from unpaid transfer fees that have an acceleration clause; salary breaches that constitute just cause for termination; training compensation/solidarity payments (RSTP Annexe 4); and UEFA's Financial Fair Play (FFP) and Financial Sustainability Regulations (FSR) that may serve as criteria for evaluating the effectiveness of CAS awards, as exemplified in the landmark case *Manchester City v. UEFA* (CAS 2020/A/6785).

The study also critically assesses the various issues that persist, including procedural delays (12 - 18 months average), independence issues regarding the selection of ICAS arbitrators, lack of transparency regarding the publication of awards, and the difficulty in providing consistent RSTP Art. 17 damage calculations, while examining the enforceability of these disputes in accordance with the New York Convention. Finally, the findings confirm that CAS is a cornerstone of *lex sportiva*, provides contractual certainty, ensures financial discipline and maintains competitive balance through CAS's procedure, and therefore make several recommendations for targeting reform - expedited financial divisions, requiring an economic *amicus curiae* in a financial dispute, improved integration of digital clearinghouses, and transparency measures that conform to the standards set forth by the European Court of Human Rights (ECHR).

**Keywords:** CAS, football arbitration, financial disputes, RSTP, FFP, FSR, transfer fees, training compensation, *lex sportiva*, FIFA DRC, UEFA.

## **Chapter I**

### **Introduction:**

The modern football industry has changed into a highly commercial global sector marked by complex financial dealings among clubs, players, agents, sponsors, and governing bodies. The growth of broadcasting rights, transfer markets, endorsement deals, and regulations like FIFA's Rules on the Status and Transfer of Players and UEFA's Financial Fair Play rules has greatly increased the financial complexity of the sport. As a result, financial disputes, including unpaid salaries, transfer fees, contractual breaches, and regulatory penalties, have become more common and often have an international aspect.

With this cross-border aspect, depending on domestic courts is often not practical. This creates a need for a specialized and uniform way to resolve disputes. The Court of Arbitration for Sport (CAS), formed in 1984 and based in Lausanne, Switzerland, is the main global venue for addressing sports-related conflicts. Through its ordinary and appellate functions, CAS handles financial disputes and reviews decisions from governing bodies like FIFA and UEFA. Many football regulations require arbitration in front of it.

CAS is key in maintaining financial discipline and consistency in how football rules are interpreted. Its decisions, especially about transfers, training compensation, and financial penalties, have helped create legal clarity and uniformity across different areas. However, despite its important role, concerns about its independence, transparency, and limited ability to review decisions still lead to questions about its accountability. This paper looks into how CAS works in resolving financial disputes in football, examining its jurisdiction, procedures, contributions, and the challenges it faces in the current football landscape.

### **1.1 Statement of Problem:**

Financial disputes in modern football happen more often and are more complicated. This is because of many parties involved and the high financial stakes. These disputes include issues like transfer fees, player wages, and financial rules. Traditional courts can be slow and are not always suitable for quickly resolving these disputes, leading to legal uncertainty.

The Court of Arbitration for Sport (CAS) is the main place for resolving these issues, but its effectiveness in providing fairness, consistency, transparency, enforceability, and perceived

independence in financial matters is not well studied. This research looks into whether CAS effectively serves as a fast, fair, and reliable way to resolve financial disputes in football. It also identifies the changes needed to improve its legitimacy and effectiveness.

### **1.2 Research Objectives:**

- To understand characteristics of professional football and types of dispute occur in football due to finance.
- To analyze the international framework and jurisdiction of the Court of Arbitration for Sport (CAS) in dealing with financial disputes in football.
- To examine the role and effectiveness of the Court of Arbitration for Sport (CAS) in resolving financial disputes in football, with special emphasis on the challenges faced by the CAS and the principles that have emerged from the key cases.
- To provide suggestions for improving the effectiveness of CAS in resolving financial disputes in football.

### **1.3 Research Questions:**

- What is characteristics of Professional Football and how do financial issues lead to disputes?
- How does the international system, including the CAS, address financial disputes in football?
- How effective is the Court of Arbitration for Sport in resolving financial disputes in football, and what challenges and legal insights emerge from the analysis of key CAS cases?
- How can the CAS become more effective in resolving financial disputes in football?

### **1.4 Research Hypothesis:**

The Court of Arbitration for Sport (CAS) is an effective and legitimate body to solve financial dispute cases in football. It plays a major role in providing legal certainty, ensuring contractual

compliance, and boosting financial stability in the world football industry through its specialized jurisdiction, procedural efficiency, and enforceable awards.

### 1.5 Review of Literature:

- **Books:**

1. Rigozzi, Antonio (ed.), *Sport Governance, Football Disputes, Doping and CAS Arbitration*, Editions Web law, Berne, 2009 (1st ed.).<sup>1</sup>

This book is a collection of essays by leading lawyers and scholars in the field, discussing football disputes before CAS. One of the topics discussed is the financial conflicts between clubs and players. Through a doctrinal analysis of CAS jurisdiction, applicable law, and the interaction between sports governing bodies regulations and general contract law, the book helps to place financial disputes within the broader *lex sportiva*. The book's discussion of CAS governance and arbitrator selection also contributes to the debate on independence and fairness in high value financial cases.

2. *The Jurisprudence of the FIFA Dispute Resolution Chamber* by Frans de Weger, 2nd Edition (2016), T.M.C. Asser Press<sup>2</sup>

This landmark work provides a thorough doctrinal analysis of FIFA's Dispute Resolution Chamber (DRC) rulings between 2001 and 2016. It also covers procedural issues such as the chamber's jurisdiction, the law to be applied, and the recognition of decisions. Furthermore, it discusses substantive matters like termination of contracts with just cause, deriving compensation from RSTP Article 17, training compensation, and solidarity contributions.

- **Articles and Law Journals:**

3. Sroka, Robert, "Financial Fair Play and the Court of Arbitration for Sport," *Journal of Global Sport Management*, Taylor & Francis, 2024<sup>3</sup>

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<sup>1</sup> Antonio Rigozzi ed., *Sport Governance, Football Disputes, Doping and CAS Arbitration* (1st ed., Editions Weblaw 2009).

<sup>2</sup> Frans de Weger, *The Jurisprudence of the FIFA Dispute Resolution Chamber* (2d ed., T.M.C. Asser Press 2016).

<sup>3</sup> Robert Sroka, Financial Fair Play and the Court of Arbitration for Sport, 9 *J. Global Sport Mgmt.* (Taylor &

Sroka's paper evaluates four banking FFP legal cases ruling by CAS on AC Milan (CAS 2018/A/5800), Galatasaray (CAS 2018/A/5659), Paris Saint, Germain (CAS 2018/A/5801), and Manchester City (CAS 2018/A/5802) It discusses the cases where CAS stated that UEFA sanctions were at the level of 'comfortable satisfaction'. The article critiques CAS decisions that lead to the reduction of penalties, thus changing the FFP compliance cost, benefit ratio and questioning the tribunal's role in the financial discipline of top football clubs.

4. MacLaren, Nicholas, A Review of Key Financial Fair Play Cases Through the Lens of the CAS, *LawInSport*, 2018.<sup>4</sup>

This is a practitioner, oriented piece that tells about the evolution of UEFAs FFP regime and also assesses a few CAS cases on refusal of licence, overdue payables, and break, even requirements. It details how CAS panels have construed the main FFP concepts and sheds light on the practical implications of CAS awards for clubs participation in UEFA competitions. The article is great to locate particular case lines and demonstrate CASs practical impact on club finances and their access to European competitions.

5. Ruiz, Crespo, Fernando, A Review of CAS Arbitration in Financial Fair Play Disputes, *World Sports Law Report*, 2016 (Vol. 14, Issue 2).<sup>5</sup>

This paper examines the CAS decisions that have been made based on UEFA's Club Licensing and FFP Regulations, which shows the development of CAS jurisprudence on overdue payables and break, even requirements. It looks at procedural matters and also the legal basis, as well as how CAS considers factors that increase or lessen the severity of the sanction when reviewing the sanctions. This article serves as a direct reference to any assessment of how the CAS has contributed to the FFP enforcement and the financial discipline of clubs.

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Francis 2024).

<sup>4</sup> Nicholas MacLaren, A Review of Key Financial Fair Play Cases Through the Lens of the CAS, *LawInSport* (2018).

<sup>5</sup> Fernando Ruiz Crespo, A Review of CAS Arbitration in Financial Fair Play Disputes, 14 *World Sports L. Rep.* 2 (2016).

6. Duval, Antoine, "Lex Sportiva and Financial Fair Play: The Role of CAS," *Manchester Review of Law, Crime and Ethics*, University of Manchester, 2020<sup>6</sup>

Duval's article conceptualizes lex sportiva as a transnational legal order shaped by CAS jurisprudence, with a specific focus on UEFA's Financial Fair Play (FFP) regime. It argues that CAS decisions in FFP cases (e.g., Manchester City, PSG) have both advanced autonomous sports law principles—such as "comfortable satisfaction" proof and regulatory proportionality—while exposing tensions with EU law (state aid, competition rules). The piece critiques CAS's role in legitimizing FFP as a tool for financial sustainability, yet highlights how appeals often dilute sanctions, impacting football's economic governance.

7. Davidson, Steve, "MCFC, UEFA, FFP and the CAS," *Football Law* (footballlaw.co.uk)<sup>7</sup>

Davidson's article offers a practical and detailed explanation of Manchester City FC's (MCFC) appeal to CAS against UEFA's Club Financial Control Body (CFCB) Adjudicatory Chamber decision in February 2020 that had imposed a two, year ban from UEFA competitions and a 30 million fine for overstating sponsorship revenue during the 2012, 2016 period in breach of FFP break, even rules and non, cooperation. The article explains the legal framework (2015 CLFFPR, PRCFCB, UEFA Statutes), MCFC's likely arguments (e.g., statute of limitations, evidentiary standards), procedural timeline, and potential CAS outcomes, clearly showing CAS's function as the final appellate authority under Article 62 of the UEFA Statutes.

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<sup>6</sup> Antoine Duval, *Lex Sportiva and Financial Fair Play: The Role of CAS*, *Manchester Rev. L., Crime & Ethics* (Univ. of Manchester 2020).

<sup>7</sup> Steve Davidson, *MCFC, UEFA, FFP and the CAS*, *Football Law* (2020),

## Chapter II

### Financial Disputes in Football

#### 2.1 Introduction:

This chapter explores the rising number of legal battles over money in professional football. One of the main themes is how the sport has been rapidly commercialized. It also focuses on how legal and regulatory frameworks have become essential in setting and maintaining good governance standards in football. Football nowadays is not only a game that athletes play. It is a major economic industry on a global scale. This chapter first of all necessitates an understanding of these aspects, commerce, law, and sport, if one wants to appreciate how these elements interact.

Financial disputes in professional football usually stem from unpaid salaries of players, transfer fees, and breaches of contract. Most of these disputes are settled through FIFA's Dispute Resolution Chamber (DRC), which deals with several thousand cases annually, with claims often amounting to millions of euros.<sup>8</sup> Premier League teams Everton and Nottingham Forest had points deducted in 2024/25 for breaking the Profitability and Sustainability Rules (PSR). This shows that if a club is not financially disciplined, it will suffer on the pitch, and the matter may escalate to the Court of Arbitration for Sport (CAS) level, like the lengthy investigations into Manchester City's FFP case.

Football's transformation into a commercial giant can be seen in the fact that in 2024/25, the top 20 clubs in Europe have recorded 12.4 billion in revenues, which is an 11% increase from 11.2 billion. The main factors have been broadcasting (4.7 billion), commercial deals (5.3 billion, which now account for 43% of income), and matchday earnings, with Real Madrid leading the way with almost 1.2 billion from sponsorships and stadium events. UEFA has indicated that European clubs together have exceeded \$35 billion, which has led to record-breaking transfers of over the 100 million mark and the use of debt instruments such as factoring, which can increase the risk of disputes in combination with the increasingly unpredictable global fanbases and digital rights.

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<sup>8</sup> FIFA, *Decisions of the Dispute Resolution Chamber* (last updated Feb. 2026), <https://inside.fifa.com/legal/football-tribunal/dispute-resolution-chamber-decisions>.

Regulatory frameworks such as UEFA's Financial Fair Play (FFP) which basically turned into squad, cost rules basically serve to be break, even budgets and no delays in payments as the primary concepts to be adopted so as to prevent tragedies like Parma or Rangers going bankrupt again. More so, the UK's Football Governance Act 2025 incorporates independent owner vetting for sustainability. FIFA's Football Tribunal offers quick resolutions, however, the ECJ rulings like Diarra allege that transfer sanctions are illegal under EU law; without these measures, legal disputes would continue to ruin the trust, loyalty of fans, and financial well, being of this industry in which the stakes are very high.<sup>9</sup>

## **2.2 Governance and Regulatory Framework of Football Finance:**

FIFA and UEFA are the main regulatory organizations that set the rules for the governance and financial structure of football at the worldwide level, -and they have been entrusted with the direction of the sport's sustainable future by imposing strict economic practice requirements.

Being the world football governing body, FIFA is vested with vast regulatory powers which it exercises under its Statutes. These Statutes provides that the FIFA authority extends over and must be complied with by all confederations, national associations, clubs, and players. Thus, FIFA's competence is reflected in the use of such instruments as the FIFA Governance Regulations which consistently advocate the practices of transparency, accountability, and democratic decision, making in football organizations. Among these FIFA Governance Regulations are the stipulations for independent audits and ethical disclosures in the financial reporting of these organizations.

On the other hand UEFA, the entity in charge of football in Europe, basically follows the FIFA structure but adds its own set of rules specific to the region, especially through its Club Licensing and Financial Sustainability Regulations (FSR), which are the result of an evolution of the Financial Fair Play (FFP) initiative that was started in 2010. These rules require top clubs to prove that they are in a good financial position before they can take part in UEFA competitions, thus ensuring that the clubs' revenues are in line with their expenses so that the situations of heavy debts at clubs such as Leeds United and Parma at the beginning of the 2000s

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<sup>9</sup> Welcome to Football's Age of Lawfare – Bitter, Belligerent and Eye wateringlly Expensive, *The Athletic* (Nov. 19, 2025),

will not be repeated.<sup>10</sup>

Besides overseeing, FIFA and UEFA together, work to influence the behaviour of the market by enforcing transfer windows, checking payments, and issuing punishments for non-compliance which may include the paying of fines or even being expelled from competitions.

Now also the legal and contractual relationships among clubs, players, and agents form a complicated web that is mostly regulated by FIFA's Regulations on the Status and Transfer of Players (RSTP), which is a comprehensive set of rules that harmonizes dealings at the international level and allows national labour laws to have the final say on domestic matters.

Article 17 of the RSTP provides that if one party decides to break the contract without just cause, the other party is entitled to damages the amount of which is determined by different criteria such as player's salary, duration of the contract, and club's expenditure on the player. These rules serve as an instrument to discourage clubs and players from mid, season changes which may result in competition instability.<sup>11</sup> Players' contracts should clearly set out for fixed terms, varying from one to five years, to enhance the stability of the player and the club. They should also have safeguards against exploitative buyout clauses or loans that, in effect, disintegrate the squad. The agents, under the 2023 FIFA Football Agent Regulations (FFAR), are required to be licensed through FIFA exams, undergo background checks, and continue their training. Agents are thus seen as licensed intermediaries rather than unlicensed brokers. FFAR limits agent fees to three percent of a player's salary for player, club deals, which may increase to 10 percent for player, paid services. Besides, dual representation in the same transaction is banned to avoid conflicts of interest. Such rules are a response to the past unfair exploitation when, for instance, agent commissions during the Bosman period were outrageously high due to agents making excessive profits at the expense of transfers.

Various legislations regulating financial transactions in football mainly focus on issues such as transparency, solvency, and fair competition, among which UEFA's FSR is the most comprehensive set of rules. In 2022, FSR took over from FFP. The three main aspects of FSR are solvency, stability, and cost control which basically demands that clubs should pay their creditors within 120 days at the latest, gradually reduce the ratio of squad costs to turnover to

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<sup>10</sup> Rudemarllyn Urdaneta-Camacho et al., *European Football Clubs' Financial Performance Under UEFA Financial Fair Play: A Bibliometric Analysis and Semi-Systematic Review*, Sage Open (June 28, 2025)

<sup>11</sup> FIFA, *Regulations on the Status and Transfer of Players (RSTP)* art. 17 (2023)

70 percent by 2025/26, and not exceed 60 million cumulative net loss in three years, with the possibility of adjustment for capital contributions.

This regulatory ecosystem, though strong, is still being challenged by globalization and commercialization. FIFA's universal jurisdiction is in conflict with EU competition law as demonstrated in the case of agent fee caps that were challenged before the European Commission for limiting the freedom of the market. UEFA's FSR, which is acknowledged for having helped clubs to reduce their debts by 30 percent after 2013, is now facing the power of sovereign wealth funds, thus, there have been suggestions of 'football credits' to set the benchmark for squad investments.

However, these mechanisms have managed to bring the ecosystem to a state of stability: according to UEFA benchmarks, the average debt level of elite clubs dropped from 1.2 billion in 2008 to less than 700 million by 2024, thus demonstrating the significance of regulation in sustaining the competitive balance.

### **2.3 Types of Financial Disputes in Professional Football:**

Financial disagreements have been the hallmark of the professional football industry mainly due to the commercialization of the sport, the globalization of player markets and the convoluted contractual relationships between clubs, players, agents, and governing bodies. Nowadays, professional football incorporates multi, million, dollar deals, sponsorship agreements, and regulatory oversight, which altogether entail quite a large scope for financial quarrels. Such disagreements are most related to player transfer agreements, employment contracts, commercial arrangements, and compliance with regulations set by governing bodies such as Federation Internationale de Football Association and Union of European Football Associations.

One of the most common sources of financial disagreements in football is player transfer agreements between clubs. The transfer market is all about contracts through which a club obtains the registration rights of a player from another club against a transfer fee. These contracts can be quite complicated, for example, they may involve instalments payments, conditional clauses, performance, related bonuses, or future resale percentages. Since elite football transfers are associated with such high financial value, it is not uncommon for disputes to arise when clubs fail to pay agreed instalments or when disagreements regarding the

interpretation of contractual clauses occur. Often, such disputes are resolved by dispute resolution bodies within Federation Internationale de Football Association or are taken to the Court of Arbitration for Sport on appeal. It is pointed out by scholars that there are thousands of international transfers each year and disputes are quite common when transfer fees are not paid as per the terms of the contract.<sup>12</sup>

Other type of financial disputes between players and clubs involves salary disagreements. Players' employment contracts usually detail the salary, signing bonuses, performance incentives, and other financial benefits that a player is entitled to. Nevertheless, due to the financial instability, mismanagement, or insolvency of clubs, wages are often delayed or not paid at all. In instances where a club does not meet its financial commitments, players have the right to submit their claims to FIFA's Dispute Resolution Chamber or the appropriate local dispute resolution bodies. In fact, continuous non, payment of wages may, in some situations, amount to "just cause" that lets players terminate their contracts at their discretion while being entitled to claim unpaid wages and damages.<sup>13</sup> According to the research, wage disputes are more common in leagues without strict financial regulation or governance, thus signalling the need for improved enforcement of contractual obligations within football organizations.

Another common source of disagreement in professional sports contracts, especially in football, are the unclear bonus clauses linked to performance incentives. These bonuses typically reward individual achievements like scoring goals or making appearances, or the team's successes such as winning the league, qualifying for a continental competition, or getting promoted. In his study of player contracts, Mark James points out that such disputes arise mostly due to unclear thresholds terms like "regular starter" or "significant contribution" which are open to interpretation making clubs challenge the players' payments even when the latter have plainly demonstrated their performance. Arbitrators like the Court of Arbitration for Sport (CAS) investigate the language of the clause, the intent of the parties, and the objective statistics as was the case in CAS 2008/A, 1447 where bonus rights depended on the exact interpretation of match participation. Besides, James notes that the problem is compounded by poor drafting which turns normal incentives into lengthy disputes and highlights the importance

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<sup>12</sup> Simon Gardiner et al., *Sports Law* 372–375 (5th ed. 2012).

<sup>13</sup> Sherzod Khodjimurotov, *The Jurisdiction of the FIFA and the Court of Arbitration for Sport on Employment-Related Disputes*, **International Scientific Research Journal** (2022).

of having accurate measures in sports employment contracts.<sup>14</sup>

Another common category of disputes in football governance is those arising from the enforcement of regulations under financial rules like the Financial Fair Play (FFP) regime of UEFA. These rules are intended to enforce break, even requirements and ensure the long, term viability of clubs by restricting overspending. FFP, which was first introduced in 2010, requires that clubs spend only what they earn. Clubs that do not comply face sanctions such as fines (e.g. Paris Saint, Germain's 10 million penalty), prohibitions from registering new players during a transfer window (e.g. Chelsea Fulham), or disqualification from European competitions. Disputes that come before the Court of Arbitration for Sport (CAS) usually focus on UEFA's interpretation of financial give, and take, e.g. through club sponsorships and related, party transactions, as seen in Manchester City's successful challenge to their two, year European competition ban. They argued that the case was decided based on a flawed procedure and that the deficits were overstated. Richard Parrish explains that FFP reflects a joint EU, UEFA initiative to regulate football finance while dealing with the underlying competition law problems; however, he also sees it as a source of tensions over regulatory legitimacy<sup>15</sup>. In the same vein, Ben Van Rompuy points out that according to him, FFP is probably incompatible with EU antitrust rules under Article 101 TFEU<sup>16</sup>. This concern was also demonstrated through the complaints of agents such as Daniel Striani, who argued that the FFP rules restrict their activities and market freedoms. At a theoretical level, scholars have analysed these FFP disputes as a very good example of the struggle from one side to impose financial discipline and from the other to maintain competitive balance in football in Europe.

## 2.4 Conclusion:

Financial disputes in football including transfers contracts salary, bonuses and FFP implementation, damage the economic stability and fair competition aspects of the sport. Such disputes are reflected in increasing transfer fees which grew 7.4 times from 1995, 2011 alongside the slight increase of the volume of transfers, frequent overdue payment situations or breaches of FIFA's Regulations for the Status and Transfer of Players (RSTP), big salary claims such as that of Kylian Mbappe for 60 million against PSG (which represents about 90%

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<sup>14</sup> James, M., *The Legal Regulation of Player Contracts in Professional Football*, 6 Ent. & Sports L.J. 1, 5 (2008)

<sup>15</sup> Richard Parrish, *Financial Fair Play: The EU and UEFA in the Regulation of Football Finance*, 21 Eur. L. Rev. 343, 346 (2014).

<sup>16</sup> Ben Van Rompuy, *The Impact of UEFA Financial Fair Play on Competition Law*, 11 Eur. Competition L. Rev. 569, 572 (2015).

of the labor disputes), disputes over bonuses whereby footballers who didn't perform well as per the contract are paid 8, 000, 14, 000 (DRC cases) and sanctions related to FFP/FSR like Manchester City's 30 million fine, AC Milan's ban from European competitions or the squad limit imposed to prevent a situation where football clubs are spending more than they are earning.

Strong legal rules like UEFA's Financial Sustainability Regulations (FSR, after 2022), FIFA's Transfer Matching System (TMS), and Dispute Resolution Chamber (DRC) rules on payables are major tools for ensuring transparency, keeping spending within the break, even limit, protecting creditors, and preventing insolvency (for example, English football clubs had the revenue growth of 9, 12.7 billion, 2006, 2010). By reducing the problems caused by imbalances in spending and the domination of the few, these mechanisms serve as the foundation of the dispute resolution procedures, such as DRC decisions, CAS appeals, and local arbitration, which are dealt with in the next chapter.

## Chapter III

### Court of Arbitration for Sport Framework and Jurisdiction

#### 3.1 Introduction:

The Court of Arbitration for Sport (CAS) is structured to offer fast, specialist arbitration on sports issues worldwide. Under the CAS Code of Sports-related Arbitration and under the oversight of the International Council of Arbitration for Sport (ICAS), CAS comprises a Court with an Ordinary Division, which receives original claims, and an Appeals Division, which hears appeals against decisions of sports umbrella organizations. Based in Lausanne Switzerland the Court offers procedural flexibility in a construction designed to ensure neutrality and expertise through an arbitration panel made up of those over 60 different nationalities.<sup>17</sup>

CAS jurisdiction Football jurisdiction of CAS is over-whelming appellate, given the nature of Article 57 of the FIFA Statutes, appeal has to be made against final decision of FIFA Dispute Resolution Chamber Players' Status Committee Confederations Member associations of FIFA only to the CAS through one (or more) appeal process (or don) 21 days. This monopoly reinforces the principle of independence or autonomy of the *lex sportiva* while restrictions on the fragmentation of sport rules through national courts has to be exercised by CAS awards (under Swiss law) which can be quickly enforced globally via the New York Convention Articles of FIFA that have both statutory and regulatory policy significance.

In this chapter the author explores foundational elements of CAS: outlines the role of ICAS; Looks into the arbitrator appointment system (Articles R27 R40 of the CAS Code); Considers practices of competence-competence; Differentiates between ordinary and appeals arbitration (Rules R47 R59) and discusses the effectiveness of awards and issues of financial enforcement arising due to football's anticipated new regulatory framework.<sup>18</sup>

#### 3.2 Institutional Framework of CAS

The Court of Arbitration for Sports (CAS) is a Swiss institution based in Lausanne and founded

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<sup>17</sup> Ian Blackshaw, *The Court of Arbitration for Sport 1984–2004*, 12 *Int'l Sports L.J.* 17, 18 (2004).

<sup>18</sup> Antonio Rigozzi & Despina Mavromati, *The CAS Compliance Procedure: A Unique Hybrid*, 20 *Int'l Sports L. Rev.* 4 (2020).

in 1984 by the International Olympic Committee (IOC). It was created as major sports disputes, rendered more complex by the increase in commercialization and globalization of sports, needed an efficient and specialized arbitration mechanism. The establishment of the Court was marked in 1983 by its initial statutes and the Court commenced operations on 30th June 1984. Judge Kba Mbaye was the first President. Its evolution was significantly influenced by the reforms of the 1994 Paris Agreement. This followed the Swiss Federal Tribunal's 1993 *Gundel v. Fédération Equestre Internationale* decision<sup>19</sup>. The court criticized CAS's perceived lack of independence from the IOC. This led to the establishment of the International Council of Arbitration for Sport as the support system of Court of Arbitration for Sports. The International Council of Arbitration for Sport does a lot of work for the Court of Arbitration for Sport. This includes making sure the Court of Arbitration for Sport has the money it needs and that it is run in a way. The International Council of Arbitration for Sport also makes sure that the Court of Arbitration for Sport is independent and can make its decisions.

The International Council of Arbitration for Sport is made up of twenty-two people who're very good at law. These people are chosen by the International Olympic Committee, the International Federations and the National Olympic Committees. They pick these people so that there are numbers from each group. Some of these people are chosen because they can represent the athletes.

The International Council of Arbitration for Sport has an important job. Its main job is to help solve problems in sports by using arbitration or mediation. The International Council of Arbitration for Sport does this by setting up and watching over the Court of Arbitration for Sport. It also. Changes the rules that the Court of Arbitration for Sport uses which are called the Code of Sports-related Arbitration. The International Council of Arbitration for Sport picks the people who will be arbitrators and mediators. It decides how much they will get paid. The International Council of Arbitration for Sport also manages the budget of the Court of Arbitration for Sport. It picks the Director General, who also helps the International Council of Arbitration, for Sport by being its secretary.<sup>20</sup>

CAS works by means of a structured organizational framework, which is divided into main divisions under ICAS supervision, mainly the Ordinary Arbitration Division (OAD) and the

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<sup>19</sup> Court of Arb. for Sport v. Fédération Equestre Int'l (Gundel), 4P.217/1993 (Switz. Fed. Trib. Nov. 15, 1993)

<sup>20</sup> Code of Sports-related Arbitration, arts. S4-S6 (Ct. Arb. for Sport 2025), [https://www.tas-cas.org/generated/assets/pages/index/CAS\\_Code\\_2025\\_EN\\_-1-.pdf](https://www.tas-cas.org/generated/assets/pages/index/CAS_Code_2025_EN_-1-.pdf).

Appeals Arbitration Division (AAD). The Ordinary Arbitration Division processes regular disputes connected with contracts, federation statutes, or ad hoc submissions where parties, on their own initiative, submit to CAS jurisdiction<sup>21</sup>. They create panels to deal with sports-related cases including financial matters in an efficient manner. However, the Appeals Arbitration Division reviews appeal against decisions of federations, associations, or sports bodies that have designated CAS as the final instance in their statutes; it is applicable when the first instance remedy is exhausted or not available. Each division is probably led by a President and Deputy appointed by ICAS for four-year terms, who manage panel structure and process flow until panels are created this can shift if conditions change without overturning earlier decisions. Proceedings are given to the correct division by the CAS Court Office, and adjustments may happen later if situations evolve. The ICAS Board, including the President, Vice-Presidents, and Division Presidents, helps run daily operations. Permanent groups such as Membership, Athletes, and Challenge Commissions assist with selecting arbitrators, providing legal support, and handling challenges. But these commissions don't take charge of panel setup or court scheduling.

ICAS handles the selection and management of arbitrators and panels. It keeps a roster of at least 300 names updated every four years picked for legal training, sports law knowledge, understanding of sports issues, and fluency in CAS languages like English, French, or Spanish. This helps ensure balanced representation across regions and legal systems. Proposals come from the CAS Membership Commission two ICAS members and three Division Presidents. ICAS makes the final call on who gets hired or removed, especially if someone breaks rules that damage their reputation. Arbitrators serve four-year terms, sign statements confirming their independence, and are not allowed to represent clients in cases they hear. In OAD proceedings, each party names one arbitrator from the list. The selected arbitrators pick the panel president. If they can't agree, the Division President chooses the president. A single arbitrator may step in if both sides agree or if saving costs is a priority. In AAD appeals, parties also name arbitrators from the list. The Division President appoints the panel president if there's no agreement. ICAS's Challenge Commission manages independence challenges under Articles R34-R35.<sup>22</sup> Panels (one or three arbitrators) render enforceable awards under the New

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<sup>21</sup> The Credibility of the Court of Arbitration for Sport, 15 Harv. J. Sports & Ent. L. 233, 239–40 (2022) (Goh & Anderson)

<sup>22</sup> M. Rigozzi & I. Hasler, The Independence and Impartiality of Adjudicators in International Sports Arbitration (2023).

York Convention, with ICAS safeguarding procedural integrity.

The Court Office, also called the CAS Secretariat, gives basic administrative help under the Director General picked by ICAS and the Counsel. It takes in cases, assigns them to divisions, forms panels, watches procedures, and handles logistics. The ICAS/CAS President runs day-to-day operations and makes budget requests for ICAS review. It handles filings, cost advances, hearings (including at other locations), translations, and legal aid from ICAS money (regular and football-related). The office keeps information private (Article R43), moves cases efficiently normal ones within months, appeals often fast-tracked and releases awards (with redactions when needed). It supports more than 400 cases each year while ICAS funds the office through IOC or sports organization payments. This setup keeps CAS functioning as the "Supreme Court of World Sport," maintaining independence while staying answerable.

### **3.3 Legal Basis and CAS Jurisdiction in Financial Disputes in Football**

The jurisdiction of the Court of Arbitration for Sport (CAS) over football matters is derived from the regulatory framework developed by the international football governing bodies. The court's main legal authority is contained in Article 57 of the FIFA Statutes; this article allows appeals against rulings from FIFA's judicial bodies to be made to CAS.<sup>23</sup> This provision guarantees that the various stakeholders of the global football system (players, clubs, national associations and intermediaries) have access to an independent and specialised arbitral tribunal for the review of decisions that may impact their legal rights and/or financial interests. By granting the Court of Arbitration for Sport (CAS) appellate authority in accordance with the FIFA Statutes, the principles of neutrality in the dispute resolution process are reaffirmed, and the procedural rights of football stakeholders are protected. Consequently, CAS has become the ultimate adjudicatory body in international football disputes, especially those related to financial obligations and contractual relationships.

CAS (Court of Arbitration For Sports) has a symbiotic relationship with governing bodies of football such as FIFA (Fédération Internationale de Football Association) and UEFA (Union of European Football Associations). FIFA and UEFA create rules for regulating participation in football as well as establishing disciplinary and regulatory regimes to administer these rules. CAS is an external dispute resolution body that provides impartial review of the rules

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<sup>23</sup> Fédération Internationale de Football Association, FIFA Statutes art. 57 (2023).

established by FIFA and UEFA (as well as other national and regional football organisations). As an example, challenges to decisions made by FIFA's judicial bodies (such as the Dispute Resolution Chamber, the Players' Status Committee, and the FIFA Appeals Committee) can be made to CAS pursuant to an appeal arbitration process. Additionally, such appeals to CAS also apply with respect to UEFA's disciplinary or financial decisions. The hierarchical structure of dispute resolution presented by CAS increases the accountability of football governance since regulatory bodies like FIFA or UEFA must have their decisions reviewed by an independent arbitral institution that operates under internationally accepted arbitration principles.<sup>24</sup>

A significant number of disputes that are brought before CAS relate to financial issues arising from the commercialisation of professional football and complexity of contractual relationships between players, clubs, agents and governing bodies. Disputes arising from transfer-related financial obligations are the most common disputes and result from disagreement between clubs concerning the amount charged for the transfer of a player from one club to another. Transfer agreements may have complex payment provisions, conditional clauses and performance-based interim payment arrangements which can raise disputes concerning the interpretation and/or enforcement of the terms of the contract. If a dispute arises, and if the FIFA internal dispute resolution mechanisms are exhausted, parties may appeal the final decision to CAS for a determination.<sup>25</sup>

Another significant type of financial dispute is related to the non-payment of wages and other contractual remuneration due to professional players. The employment agreements that a player signs with a football club normally specifies the salary, the signing bonus, the performance incentives, and the payments related to the use of the player's image, among other things. However, the financial problems, mismanagement, or the insolvency of the clubs often lead to situations where the players are paid late or the salaries are not paid at all. In such cases, the players might decide to submit a lawsuit to FIFA's Dispute Resolution Chamber or to the dispute resolution organs of a country. If a party is not satisfied with the result, the decision can be brought to CAS by means of an appeal. These cases are indicative of the function of the CAS in defending the contractual and financial entitlements of professional players in the

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<sup>24</sup> Antoine Duval, *The Court of Arbitration for Sport and EU Law: A Difficult Relationship*, 13 *Maastricht J. Eur. & Comp. L.* 173 (2016).

<sup>25</sup> Alyan Javeed Syed, *Player Transfer Disputes in International Football: The Role of the Court of Arbitration for Sport as an Arbitral Institution*, 3 *White Black Legal J.* 1 (2025).

worldwide football employment market.

According to the CAS Code of Sports-related Arbitration, the parties to an appeal to CAS can only appeal after they have tried all available internal remedies through the football governing body.<sup>26</sup> This is because the principle of subsidiarity requires that any attempts at resolving the dispute within the internal processes of the sports organisation should be attempted prior to using external arbitration. After exhausting all internal remedies, the party aggrieved by the decision may lodge a statement of appeal with the CAS within 21 days of being notified of the challenged decision. The statement of appeal should include the material facts, the legal argument supporting the appeal and the relief sought by the appellant. After receiving the statement of appeal, the CAS will then form a panel of arbitrators to hear and determine the appeal under a *de novo* standard, meaning that the panel will review the disputed factual and legal issues using their own findings rather than relying on the findings of the football governing body.

A significant driving force behind the jurisdiction of the Court of Arbitration for Sport (CAS) in relation to football-related transactions is the existence of arbitration clauses appearing explicitly in an overwhelming majority, if not all, regulations and contracts associated with football. Under the statutes of FIFA, the rules of confederations, and the regulations of most national football associations, members are required to agree that football-related disputes are to be settled through CAS as their definitive means of resolution. Moreover, in most contracts with players, clubs, agents and all other football stakeholders will have provisions for arbitration and specifically identify the CAS as the intended forum for the resolution of disputes. This reliance on arbitration terms is indicative of the sports governance model of relying on specialist forms of arbitration rather than the normal civil court systems of individual countries. The advantages of arbitration include speed and cost of arbitration, the confidentiality of the arbitration process, the fact that arbitrators are experts in the field of sport law, and the ability of the parties to enforce any award made by the arbitrator at an international level under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

The establishment of CAS jurisdiction has helped to develop the world's legal system governing football through providing a neutral, specialized forum to settle financial disputes.

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<sup>26</sup> Court of Arbitration for Sport, Code of Sports-related Arbitration R47–R49 (2023).

As such, CAS helps enforce stability and predictability of contracts in football because it develops consistent jurisprudence among CAS panels which have formed a body of transnational sports law (*lex sportiva*) that assists stakeholders and regulatory authorities in interpreting governing regulations and resolving disputes relating to finance. This way, CAS functions as both a body for resolving disputes and as an important component of the new governing structure of professional football.<sup>27</sup>

### **3.4 Arbitration Procedure and Enforcement of Court of Arbitration for Sports Decisions**

Financial-transaction disputes in football - unpaid transfer fees, bonus obligations or sponsorship disagreements, for example - are in most cases settled through CAS ordinary arbitration or by appealing against decisions of FIFA, confederations or national associations. In this way, the disputes end up at CAS either because the contracts (player-transfer agreements, club-sponsorship contracts or federation statutes) have an arbitration clause, or because the appeal rules state that CAS is the final instance and internal remedies have been exhausted.

The CAS Code of Sports-Related Arbitration states that to initiate ordinary arbitrations the relevant party files a request for arbitration with the CAS Court Office and has to include the following information: 1. factual and legal basis for their claim; 2. description of the remedy they are seeking for their claim; and 3. details of any applicable arbitration agreement (where applicable and conditional). When appealing decisions issued by sporting federations/associations the upper court will generally impose time limits for filing the appeal (formal written notice) however they have little discretion under the CAS rules to extend these time limits and appeals that are not filed within these time limits are considered abandoned.<sup>28</sup> After opening of the proceedings, the Court Office determines where proceedings will happen (usually at Lausanne), what language will be used, and applies procedural deadlines. Respondent files response including any jurisdictional objection and counterclaim, followed by exchange of written submission and evidence with short, binding deadline. After the pleadings phase, the CAS panel (consisting of either one or three arbitrators) will determine if an oral hearing is necessary; if so, they will hold the hearing on an expedited basis because of

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<sup>27</sup> Ken Foster, *Lex Sportiva and the Court of Arbitration for Sport*, 3 Ent. & Sports L.J. 1 (2005)

<sup>28</sup> L. Reilly, "Introduction to the Court of Arbitration for Sport (CAS) & the Role of National Courts in International Sports Disputes", *Journal of Dispute Resolution* (2012) 117.

the speed emphasized by the CAS; finally, after deliberating, the CAS will render its final award, including operative dispositive clauses, reasons, and cost allocation.

After the pleadings phase, the CAS panel (consisting of either one or three arbitrators) will determine if an oral hearing is necessary; if so, they will hold the hearing on an expedited basis because of the speed emphasized by the CAS; finally, after deliberating, the CAS will render its final award, including operative dispositive clauses, reasons, and cost allocation. If there is an urgent dispute regarding financial transactions (such as interim payments necessary for the active participation of a club in competition), either party may ask the President of the appropriate Division or Panel to issue provisional or conservatory measures on an expeditious basis. Provisional and conservatory measures will only be issued if irreparable harm will occur without the provisional or conservatory measure and the balance of interests justifies the provisional or conservatory measures being issued. Additionally, there is usually no further access to the courts once CAS-related arbitration has been agreed upon by the parties. In cases where there is an appeal, the Court of Arbitration for Sport (CAS) usually does not conduct a new hearing of the original matter, but rather, imposes a limited standard of review – legality/proportionality (legal correctness/legitimacy), consistency with other statutes/regulations, and procedural fairness. On the other hand, in the context of an ordinary arbitration proceeding (where the underlying dispute is regarding a financial transaction), the panels apply the governing law (as determined by either: the law elected by the parties to be applicable to the arbitration; or, if the parties fail to elect, the law that is most related to the transaction); as well as giving due regard (or deference) to *lex sportiva*, and to the respective organisation's internal rules/regulations. It is expected that the final decision/award will be both contractually valid and institutionally consistent with the applicable framework of governance in the sport of football.<sup>29</sup>

CAS decisions related to financial disputes in football, such as non-payment of transfer fees, bonuses and sponsorship obligations, are also considered to be final and binding international arbitration awards in the same way as other types of arbitration awards regardless of where the dispute arises. Since CAS is located in Lausanne, Switzerland, which is also a signatory to the New York Convention, this means that CAS awards are enforceable in any nation that has signed the Convention subject only to certain limited grounds for refusal set forth in Article V

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<sup>29</sup> L. Reilly, "Introduction to the Court of Arbitration for Sport (CAS) & the Role of National Courts in International Sports Disputes", *Journal of Dispute Resolution* (2012) 117.

of the Convention, which include public policy violations and some procedural irregularities. Football-governance organizations typically use indirect enforcement mechanisms that work in conjunction with the Convention's formal enforcement process. For example, if an arbitration award issued by the Court of Arbitration for Sport (CAS) is not followed by a club or association, the national football association (FA), confederation or FIFA may impose discipline restrictions on that entity (i.e., the issuance of transfer bans, deduction of points, expulsion from competitions, etc.). This creates a "stepped" enforcement mechanism that allows for practical compliance, even if direct judicial enforcement under the New York Convention is not sought immediately. Accordingly, CAS plays an important role in resolving financial disputes involving football's self-regulating structures.<sup>30</sup>

The finality of CAS awards is binding on the parties in rem and applies throughout the entire football stakeholder ecosystem because FIFA and its members - the confederations, national associations, clubs and players - have voluntarily accepted CAS as an effective judicial forum by agreeing to include an arbitration clause in their statutes and agreements, thereby agreeing to submit to CAS' jurisdiction and accept all determinations of CAS as final. In addition, FIFA had specific provisions that cannot be appealed to a regular court except under very limited circumstances and if an entity attempts to avoid an appeal to CAS, the FIFA regulations will impose sanctions for circumvention of the FIFA regulations. This clarifies CAS's position as the ultimate and final decider of financial-related issues affecting the overall football ecosystem worldwide. This provides a level of legal certainty and operational stability that is critical to the global football economy.

### **3.5 Critical Evaluation and Conclusion**

CAS has become an expert institution for arbitration providing an efficient way to settle disputes concerning finances in international football such as disagreements over transfer fees, unpaid salaries, training compensation, and solidarity contributions (or payments made by one club to another club based upon cooperative work on developing a player) between players, clubs, and governing bodies in the structure of FIFA/UEFA. The main advantage of international arbitration is that it has experienced arbitrators with extensive knowledge of football Rules, contract structures and the particular structure of the sport industry which

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<sup>30</sup> Asser Institute, "Stepping Outside the New York Convention: Practical Lessons on the Indirect Enforcement of CAS Awards", Asser International Sports Law Blog (2018)

enables them to make complex decisions that national courts may not be equipped to make.<sup>31</sup>

CAS has a much quicker and more adaptable process than an average court proceeding based on the fact that it usually takes about 3-6 months to resolve a dispute; this allows for prompt resolution of disputes which is essential not only for the contractual stability of sporting disputes, as well as for the integrity of the sport, given the fast-paced nature of sport and the adverse effect on competitions and careers by delays. CAS also develops a consistent body of sports-related case law; this helps provide predictability and consistency with respect to disputes about money and enforceability of CAS awards worldwide under the New York Convention increases the global credibility of CAS decisions.

CAS has its advantages, but there are criticisms about it as well that reduce its effectiveness. The major criticism of CAS is the lack of transparency. Many of the proceedings that take place in this institution are held in private and often the awards are not published publicly so that they can be scrutinized or can be held accountable.<sup>32</sup> The close relationship between CAS and governing sports bodies, such as IOC and FIFA, raises questions about CAS's independence from institutions given the apparent source of funds and arbitrator decisions, as well as likely bias against arbitrators' decisions toward federations instead of players or smaller clubs.<sup>33</sup> Procedural fairness issues exist with CAS, including high costs for the individual parties adversely affecting their ability to participate in arbitration, and a limited scope for appealing decisions that further create barriers to access to justice for the under-resourced. Additionally, the inconsistent jurisprudence around various sports succession has been noted by players' unions, which has caused a lack of predictability. To conclude, the framework, jurisdiction and processes of the Court of Arbitration for Sport (CAS), together, underlie important and necessary attributes to providing consistent, effective and stable methods of resolving financial disputes within international football and reaffirming CAS as an integral component of global governance in sport. At the same time, there remains an ongoing need for reform of CAS specifically in regards to transparency, independence and fairness, in order to continue to build trust among the stakeholders utilizing CAS, by providing enhanced access to the decisions of the CAS, creating more diverse pools of arbitrators from which to choose from, and introducing

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<sup>31</sup> International Journal of Legal Research and Analysis, "Resolving Sports Disputes: The Role of CAS" (2024)

<sup>32</sup> Chui Ling Goh & Jack Anderson, The Credibility of the Court of Arbitration for Sport, 13 Harv. J. Sports & Ent. L. 233, 236 (2022).

<sup>33</sup> Alex Kingsley, The Court of Arbitration for Sport: An Investigation Into Its Issues, Seton Hall Univ. Sch. (2026).

measures to mitigate the costs associated with a dispute. The next chapter will evaluate the practical challenges, developing trends and significant case studies related to financial disputes in football, in light of the issues identified in the previous chapter relating to the CAS framework and processes.

## Chapter IV

### Role, Challenges and Case Analysis

#### 4.1 Introduction

The Court of Arbitration for Sport (CAS) is the main institution for handling sports-related disputes at the international level. It serves as both a specialized forum for arbitration and a means of governance. Established in 1984 with the support of the International Olympic Committee (IOC), CAS has grown from focusing mainly on Olympic issues to becoming a global tribunal that has authority over disputes related to the rules and business aspects of modern sports. In football, its role is especially important due to the sport's unique economic system, where professional contracts, transfer fees, and financial performance are closely linked to integrity and fair competition. CAS acts as the "supreme court" for football disputes, ensuring that FIFA and UEFA regulations are applied consistently and maintaining trust in international sports law.

The financial aspect of football has increased dramatically over the last twenty years, turning it into a multibillion-dollar business. This growth has led to more complicated disputes, including unpaid wages, contract violations, third-party ownership issues, and compliance with Financial Fair Play (FFP) rules. CAS plays a crucial role in these situations, providing final judgments as well as interpretive guidance that impacts the development of regulations. The authority of CAS decisions comes from the binding agreements of the parties, as stated in FIFA Statutes, and from the strong influence of its past rulings. Scholars refer to this collection of decisions as *lex sportiva*, which is a form of transnational sports law. Thus, CAS operates at the crossroads of private law and public regulatory power, using its rulings for both dispute resolution and law-making within the international sports system.

Within this framework, three analytical anchors define CAS's impact on football's financial governance: fairness, efficiency, and commercial realism. The commitment to fairness involves protecting procedural rights. This means ensuring arbitral panels are impartial, treating all parties equally, and providing reasoned awards based on due process standards. However, this commitment has faced questions, especially about CAS's independence from FIFA and IOC structures. This has led to significant judicial scrutiny in cases like *Mutu* and *Pechstein v. Switzerland*. The European Court of Human Rights recognized CAS as a genuine

arbitration tribunal but called for reforms to ensure greater structural neutrality.

Efficiency is the second pillar, reflecting CAS's goal to provide timely, accessible, and affordable justice. The growing number of financial disputes, along with the need to keep competitive seasons on track, has made it necessary to introduce quicker procedures, electronic filings, and ad hoc divisions. These measures aim to balance the speed required by the sports calendar with the thorough legal review expected in high-stakes commercial claims.

The final axis, commercial realism, highlights CAS's understanding of football's economic landscape. Many modern sports disputes involve corporate entities, investors, and global sponsors. As a result, strict enforcement of rules must be balanced with the financial health of clubs, players' rights, and the global appeal of the sport. CAS's rulings in FFP cases, such as *Manchester City v. UEFA*, illustrate this careful balance between ensuring compliance with regulations and maintaining the market legitimacy of key stakeholders.

This chapter focuses on two main areas, namely the legal reasoning behind CAS decisions (doctrinal) and the manner in which CAS panels have evolved football finance through case law (case law). The doctrinal side reviews the CAS's interpretation of legal reasoning relating to fair trial rights, fairness of the legal process and consistency with Swiss international private law where the CAS is headquartered. The case law side reviews how CAS has interpreted its jurisdiction in the area of football. Ultimately, this combined analysis provides an objective assessment as to whether or not the CAS has achieved its mandate as a fair, efficient and commercially viable means of resolving disputes and upholding the integrity of football finance.

#### **4.2 Practical Role of Court of Arbitration for Sports (CAS)**

The CAS (Court of Arbitration for Sport) plays a crucial role within international football law being responsible for hearing appeals for many types of disputes related to financial, commercial, and disciplinary matters. Additionally, CAS jurisdiction to hear appeals is found in the FIFA Statutes which state all appeals from the final determinations of FIFA's adjudicatory bodies (and those of confederations, member associations and leagues) shall be to CAS, and the appeal must be done within 21 days from the date the party learns of the decision but, in no event, must the appeal be done later than 21 days from the decision itself. Thus, through this service of dispute resolution by CAS, CAS has had a significant impact on

interpretations and applications of the financial regulations of football across various jurisdictions, thereby providing consistency, neutrality and legal certainty.

CAS has an even greater significance when it comes to disputes regarding player contracts, unpaid salaries, bonuses, training compensation, transfer fees and solidarity contributions. CAS has repeatedly held that non-payment by clubs for an extended time period creates a situation that allows players to have "just cause" to terminate their contracts, thus providing for the protection and development of the player's contractual and financial rights.<sup>34</sup> In disputes related to transfers, CAS also allows clubs who have developed players to better understand their obligations under the FIFA Regulations relating to the Status and Transfer of Players and how the FIFA Regulations should be enforced. Clubs are able to invest in the development of players and there will be less contractual ambiguity regarding the parties' commitments.

Its role goes beyond Financial Fair Play and related financial governance issues. CAS panels review sanctions imposed by organizations like the Union of European Football Associations (UEFA) and FIFA. They ensure that financial rules are applied fairly, proportionately, and in line with due process. By dealing with complex accounting and regulatory questions, CAS has built a significant body of case law. This serves as a practical guide for clubs, federations, and regulators in managing football's financial discipline.<sup>35</sup>

Even with concerns about delay, enforcement, and independence, CAS remains the main institution supporting the international regulation of football. Its decisions are made in Switzerland and are usually enforceable worldwide under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. This strengthens compliance across borders. In this way, CAS acts not just as a dispute resolver, but also as a regulatory cornerstone that fosters transparency, accountability, and the stability of football's commercial and legal framework.

### **4.3 Key Challenges Faced by the Court of Arbitration for Sport**

The Court of Arbitration for Sport (CAS) has an important role to play in deciding financial disputes that occur in football. However, many of the structural and procedural problems within CAS affect the ability of CAS to operate efficiently and effectively, as well as its legitimacy.

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<sup>34</sup> CAS 2006/A/1180, *Matuzalém Francelino da Silva v. FC Shakhtar Donetsk*

<sup>35</sup> Antoine Duval, "The Court of Arbitration for Sport and EU Law," *European Sports Law Journal* (2015), pp. 12–25.

In football, there are many different types of financial disputes, including unpaid transfer fees, breach of contract, and the imposition of regulatory sanctions by governing bodies such as FIFA and UEFA. Many of these financial disputes involve multiple regulatory frameworks and have cross-border enforcement issues. Legal experts have pointed out a number of challenges relating to procedural delays, the complexity of regulations, the mechanisms used for enforcing decisions, the level of transparency, and the consistency of jurisprudence. The challenges described above continue to define the ability of CAS to be an effective and legitimate forum for the resolution of sports arbitration disputes.

#### **4.3.1 Procedural Delay**

Procedural delay remains a significant criticism of CAS in resolving financial disputes in professional football, where claims are often time sensitive. For instance, delays in adjudicating transfer fee instalments before registration deadlines can cause substantial liquidity losses. Under the CAS Ordinary Division, no fixed timeline exists for rendering awards, and complex disputes frequently take two to four years to resolve.

These delays stem from multiple factors, including the extensive documentation required—such as audited financial statements, expert reports, and cross-border banking records—which prolongs the evidentiary phase. Jurisdictional challenges, often resolved prior to merits, further extend proceedings, sometimes exceeding a year. Additionally, the international nature of disputes, involving parties across jurisdictions and languages, contributes to administrative inefficiencies. In response, scholars have advocated for a fast-track arbitration mechanism with defined timelines and simplified evidentiary rules to better align CAS procedures with the commercial realities of modern football.

#### **4.3.2 Complex Financial Fair Play (FFP) Disputes**

Another challenge faced by the Court of Arbitration for Sport (CAS) is the complexity of Financial Fair Play (FFP) disputes. The UEFA Financial Fair Play Regulations, introduced in 2010, created a demanding category of financial conflicts for the Court of Arbitration for Sport. Under the FFP framework, clubs in UEFA competitions must meet strict financial rules. This includes the break-even rule over a set monitoring period and the requirement to ensure no overdue payments exist to other clubs, employees, or tax authorities. Failing to meet these rules can lead to penalties, such as financial fines, restrictions on squad size, or exclusion from UEFA

competitions. This has led to an increase in appeals to CAS.<sup>36</sup>

Resolving these types of disputes can be difficult due to their inherent complexity. Because of this; Panels will also have to evaluate complex financial & accounting issues such as transfer fee amortisation, related-party transactions, equity classifications & the valuation of non-monetary revenue. Most CAS arbitrators are not employed as "Financial Experts" therefore they encounter two (2) competing interpretations of the same accounting principle thus existing in both Sports Regulation & extensive financial analysis.

#### **4.3.3 Questions of Impartiality and Independence**

One main worry about CAS is that it may not be completely unbiased or independent because of its main role as the dispute resolution mechanism in international sport. Critics assert that the structural connections of CAS with some of the sport's governing bodies (for example, the IOC) and the influence of international federations on the appointment of CAS arbitrators through ICAS creates the appearance that there is bias against the parties that go to CAS (especially for athletes or clubs who are going against governing bodies which regularly use CAS).

This concern was highlighted in the case of *Mutu and Pechstein v. Switzerland* where the European Court of Human Rights considered CAS as it relates to Article 6 of the European Convention on Human Rights. The European Court of Human Rights found that CAS is a valid independent arbitral tribunal; however, the European Court also noted that there was a lack of procedural transparency with CAS, and most importantly, athletes who are subject to mandatory arbitration have little or no ability to challenge that type of arbitration.<sup>37</sup> Since the ruling was issued, there have been calls for institutional reform to improve the quantity/quality of transparency, fairness in the selection of arbitrators, and trust in the CAS.

#### **4.3.4 Enforcement of Awards**

There are substantial practical challenges to enforcing CAS awards because, although CAS awards are deemed to have international effect as arbitral awards under Swiss law and the New York Convention, they must be enforced through domestic courts. Even when CAS has the

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<sup>36</sup> Christopher Flanagan, A Tricky European Fixture: An Assessment of UEFA's Financial Fair Play Regulations, 13 *Int'l Sports L.J.* 120 (2013).

<sup>37</sup> *Mutu & Pechstein v. Switzerland*, App. Nos. 40575/10 & 67474/10, Eur. Ct. H.R. (2018).

authority to resolve financial disputes involving football clubs and federations, compliance with CAS awards has not always been timely. For instance, clubs or federations may delay Compliance with CAS awards when they impose large financial liabilities or sanctions. In practice, FIFA and UEFA governing bodies may use sporting sanctions to compel compliance with CAS awards, such as transfer bans or exclusion from competitions; therefore, there are limits on the enforceability of arbitral decisions made by CAS in sports governance.<sup>38</sup>

At the domestic level, some courts in different jurisdictions may also refuse to enforce CAS awards based on public policy, especially in relation to cases involving employment law and/or unequal bargaining power. The lack of a centralized enforcement mechanism or registry for CAS awards will require creditor clubs to navigate fragmented national systems and incur disproportionately high costs. Consequently, this diminishes both individual remedies and the broader deterrent effect of CAS rulings on regulating financial conduct in global football.

#### **4.4 Case Law Analysis**

In this chapter, we'll explore major decisions made by the Court of Arbitration for Sport (CAS) that have impacted how to settle disputes over money in football; in particular, issues around club licensing and financial fair play (FFP), the financial obligations related to transferring players, and disputes between clubs and players regarding their remuneration. The decisions made by CAS in these areas demonstrate both that CAS has a de facto status as the supreme court of the world of football and that it provides a mechanism for the harmonisation of the regulatory and contractual frameworks of the sport.

##### **4.4.1 CAS 2019/A/6315 – Clube Atlético Mineiro v. F.C. Spartak Moscow & FIFA**

###### **Case Background:**

The case arose due to CAM's default on a payment of \$1.125 million to Spartak Moscow as part of a transfer addendum relating to a sell-on clause, despite partial payment and recognition of the debt.

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<sup>38</sup> Konstantinos Stavropoulos, *Enforcement of CAS Awards: Practical Challenges in International Sports Arbitration*, 6 J. Int'l Arb. 481, 489–96 (2019).

**Issues:**

The issues to be determined by the CAS are whether CAM qualifies as repeated offenders for purposes of Article 12bis of the RSTP by virtue of previous decisions; whether the PSC's rationale and reasoning for its decision were sufficient; and whether the registration ban suspended for one year is an appropriate penalty.

**Award:**

The TAS dismissed CAM's appeal against FIFA's decision, confirmed CAM's status as a repeated offender, ordered CAM to pay \$1.125 million plus interest at 5%, and maintained the one year suspended registration ban along with costs of proceedings.

**Analysis:**

In its decision, the TAS reaffirmed the strict enforcement of contractual obligations and accepted that CAM had repeatedly violated its contractual obligations as a sufficient basis upon which to impose significantly enhanced sanctions. CAM's financial hardship was not accepted as a basis for relief from its contractual obligations and the principle of *pacta sunt servanda* was emphasized in the decision. The decision further establishes that the TAS will defer to FIFA's imposition of sanctions, other than in cases of a manifestly disproportionate sanction, and that the TAS has an obligation to promote financial responsibility in the context of transfer transactions.

**4.4.2 CAS 2020/A/6785 – Manchester City FC v. UEFA**

**Background:**

Manchester City Football Club (MCFC) was sanctioned in 2020 by UEFA's CFCB for misuse of equity funding (disguised as sponsorship) between 2012-2016 through a ban from UEFA events for two years and a fine of 30 million euros. Following the ruling, MCFC appealed via CAS.

**Issues:**

Did MCFC knowingly misrepresent his ownership funds as sponsorships in violation of FFP; was the period to bring these claims barred by limitation as per UEFA's regulations; did MCFC

fully cooperate with UEFA during the charge investigation?

**Award:**

The Competition ban was set aside due to lack of evidence of "disguised equity funding". Most of MCFC's violations of FFP were also found to be time barred. CAS sustained MCFC's breach of non-cooperation as per article 56 and imposed a 10 million euro fine.

**Analysis:**

The Court of Arbitration for Sport (CAS and UEFA) applied a very high standard of proof and were unable to establish substantial violations of FFP. The Court did determine FFP is a valid regulatory program but there are enforcement issues; for example, evidentiary limits, and procedural limitations for issuance of a valid penalty. Another important ruling by the Court was even if there are no substantive violations committed, a member club could still be sanctioned for non-cooperation with the pertinent regulatory authority.

**4.5 Critical Evaluation**

CAS is an established international sports court for resolving disputes arising from an association football relationship. Despite its established status as a forum for resolving financially-related disputes arising from football and its respective financial systems, the court continues to experience persistent structural and procedural issues affecting its ability to create a fair and speedy justice process.

General issues such as delays and complex evidentiary processes in case management; doubts as to whether it is impartial due to its institutional bias toward governing bodies, with the lack of diversity among arbitrators, have cast doubt as to whether it is truly independent.

The inconsistencies in arbitration panels regarding transfer regulations, contractual obligations and financial fair play provisions contribute to the ambiguity in predicting CAS jurisprudence. Although the enforcement of CAS awards is generally effective through FIFA enforcement, the inconsistency with which national jurisdictions enforce finality sometimes decreases finality in the award where it is ultimately relied on.

Although some recent changes, including increased publication of decisions and increased

transparency in its procedures, contribute to accountability, they do not address deeper issues about governance. As a result, while CAS remains a key institution balancing fairness with efficiency as a result of commercialisation within the sport of football, the long-term viability of CAS will depend on the achievement of structural independence, uniformity of procedure and stakeholder confidence.

#### **4.6 Conclusion**

As the leading adjudicator of football-related financial disputes and contract disputes, the Court of Arbitration for Sport (CAS) has solidified its role as the preeminent authority in resolving global football dispute arbitration. CAS has also developed its own legal framework concerning player transfers, overdue pay, and compliance with Financial Fair Play rules, which has greatly enhanced regulatory consistency and accountability across all levels of football governance throughout the world. Despite improvements to the arbitral process, such as improved transparency and enforcement, users have consistently voiced concerns about subjectivity, procedural unpredictability, and the consistency of CAS' decisions, all of which impact significantly on CAS' perceived legitimacy and neutrality.

Therefore, to maintain user confidence in CAS, it will be necessary for the CAS to implement additional administrative changes and structural reforms, along with ensuring that it will continue to find an appropriate balance between fair and impartial adjudications and the commercial imperatives of professional sport. This balance is critical for establishing the integrity and reliability of the CAS as a dispute resolution body.

Using the framework of the critical analysis in Chapter Four, Chapter Five will present Suggestions for how CAS and similar institutions should evolve in accordance with the changing nature of international sport governance.

## **Chapter V**

### **Suggestions And Conclusions**

#### **5.1 Conclusion**

Over four decades, the Court of Arbitration for Sport has changed from a simple system within the Olympic Movement to a complex legal institution that supports the global governance of football. Its role in *lex sportiva*, which is a body of sports law recognized for its expertise, consistency, and ability to be enforced internationally, is significant and hard to match by other forums, whether domestic courts or general commercial arbitration bodies.

In football finance, CAS has played a crucial role. It enforces contract rules in transfer markets that handle billions of euros each year. It protects professional players' payment rights against clubs that face financial trouble or refuse to comply. It also provides an independent check on the powers of FIFA and UEFA, and it turns complicated financial obligations across multiple jurisdictions into enforceable awards worldwide.

However, this research also shows that CAS is at a turning point. The commercialization of football has led to financial disputes that are more complex, larger in scale, and technically advanced, which challenges CAS's current structure. Delays in procedures reduce the practical value of awards, a lack of transparency hampers the creation of consistent legal rulings, and concerns about independence—though they have not yet caused proven systemic bias—threaten how players and smaller clubs view the institution's legitimacy. Furthermore, while the enforcement framework works well within European football, it is fragile in less cooperative jurisdictions.

Ultimately, the research hypothesis is confirmed in a qualified way CAS effectively resolves financial disputes in football, but its success and credibility depend on ongoing institutional reform. The integrity of football finance and the trust of the millions of players, clubs, and fans who rely on it demand nothing less.

#### **5.2 Suggestions:**

The following suggestions are grounded in the doctrinal findings of this study:

### **5.2.1 Establishment of a Dedicated Football Financial Disputes Division**

CAS should create a specialised division for resolving Football Financial Disputes staffed by arbitrators who are not only qualified in sports law but also in financial regulation. Besides, in cases involving compliance with Financial Fair Play, disputes about transfer valuations, or high-value financial claims, a forensic financial expert should be mandatorily appointed who however does not have the right to vote. A set of qualified arbitrators should be maintained and updated on a regular basis as the changes in UEFA and FIFA financial regulations occur.

### **5.2.2 Reform of Arbitrator Selection to Ensure Structural Independence**

ICAS should strengthen CAS's structural independence by cutting the number of members picked by sports bodies and adding voices from independent bar groups and universities. A mandatory three-year cooling-off period for arbitrators who once worked as lawyers for those same bodies would probably help prevent conflicts. An Athletes' and clubs' Nominating Committee could let stakeholders influence appointments indirectly. At least in theory, this setup might reduce bias, though it tends to rely on fair processes rather than guaranteed outcomes.

### **5.2.3 Improving Transparency and publication of CAS Awards**

Most financial disputes never see public review. CAS keeps award details hidden, which fuels distrust. If redacted decisions were published more often, the system would gain clarity. This isn't just about openness - it's about shaping how clubs interpret contracts. A clearer record helps players understand their rights. Clubs can plan better when they know past rulings. Long-term, this builds a stable legal structure for sports finance. The result? More predictable outcomes across leagues and federations.

### **5.2.4 Introduction of Expedited Arbitration Procedures for Financial Claims**

Introduce Expedited Arbitration Procedures for Financial Claims Related to Football Disputes  
Financial disputes in football should be resolved promptly in most instances so that any decision awaited will not impact a club's transfer window, player registration or participation in a particular event. The CAS should also introduce Expanded Expedited Procedures of Arbitration for financial disputes (not limited to) such as disputes relating to unpaid player salaries or delayed payment of transfer fee. The implementation of fixed periods of time within

which disputes must be settled (for example 90-120 days) will ensure that financial disputes are resolved in a timely manner, allowing the sport to operate normally without disrupting the calendar year.

### **5.2.5 Reducing Costs and Improving Access to Justice**

For many smaller clubs and individual athletes, arbitration through the Court of Arbitration for Sport (CAS) is prohibitively expensive and creates a barrier to initiating claims for unpaid salaries or breach of contract. CAS needs to provide greater access to legal aid and develop additional methods to reduce costs, such as: developing a fee schedule that offers lower fees for lower-division clubs and players; producing simplified procedural rules that apply to disputes of lower value); and creating other cost reduction methods that will ensure that there is no financial barrier preventing parties from obtaining justice and further bolstering the role of CAS as a forum for resolving disputes related to football.

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