



TAS / CAS

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

CAS 2024/A/10880 Ngezi Platinum Stars Football Club v. Bongani Mafu, and Fédération Internationale De Football Association

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Kwadjo Adjepong, Lawyer, London, United Kingdom

in the arbitration between

Ngezi Platinum Stars Football Club, Ngezi, Zimbabwe

Represented by Mr Lyrique Du Plessis, Attorney-at-law, BDP Attorneys, Cape Town, South Africa

Appellant

and

Bongani Mafu, Manchester, United Kingdom

Represented by Mr Pierre-Xavier Luciani, Attorney-at-law, Luciani Avocats SA, Lausanne, Switzerland

Respondent 1

Fédération Internationale De Football Association, Zurich, Switzerland

Represented by Rodrigo Morais, Senior Legal Counsel, Litigation Department, FIFA, Coral Gables, Florida, United States of America

Respondent 2

I. PARTIES

1. Ngezi Platinum Stars Football Club (the “Appellant” or “Ngezi FC” or “the Club”) is a professional football club with its registered office in Ngezi, Zimbabwe. The Club is affiliated to the Zimbabwe Football Association (“ZFA”) and the Fédération Internationale de Football Association (“FIFA”).
2. Mr Bongani Mafu (the “First Respondent” or the “Coach”) is a football coach of dual British and Zimbabwean nationality.
3. The Fédération Internationale de Football Association (“FIFA” or the “Second Respondent”) is the international governing body of football and is headquartered in Zürich, Switzerland.
4. The Coach and FIFA shall jointly be referred to as the “Respondents” and the Appellant and the Respondents shall jointly be referred to as the “Parties” where appropriate.

II. FACTUAL BACKGROUND

A. Background Facts

5. Below is a summary of the relevant facts and allegations based on the parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, it he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 17 March 2022, Ngezi FC hired a new head coach, Mr Benjamin Mwaruwari (the “Head Coach”) and concluded an employment contract, valid as from 28 March 2022 until 31 December 2026.
7. On the same date, to assist the Head Coach, the Appellant hired a First Assistant Coach, Mr Bongani Mafu, (the “Coach”) under an employment contract also valid from 20 March 2022 until 31 December 2026 (the “Contract”).
8. According to Article 7 of the Contract, Ngezi FC undertook to pay the Coach the following remuneration:
 - *Sign-on fee: USD 4,800 “for the duration of the Contract and shall be paid as a once of instalment per season”;*
 - *Monthly salary: USD 3,200 before the 30th day of every month;*
 - *Housing: USD 150 per month;*
 - *Transport: “where transport is not provided, the club will pay an advised amount of transport allowance of USD 30”;*
 - *Winning bonus: USD 480 per match; and*
 - *Draw bonus: 50% of the win bonus for away games only.*

9. In addition, subject to Addendums A and B of the Contract, the Appellant and the Coach agreed on the following performance incentives for the 2022 season only:
 - *League Champions: 200% of one month's salary;*
 - *Top 2 in League: 50% of one month's salary;*
 - *For all cup competitions: 2.5% of total prize money won by the club ("50% shall go to the club and the remaining 50%, net of all expenses for participation in the CUP, shall be the Team's Share which will be shared amongst the team (players and technical staff) as follows: The First Assistant Coach shall receive 5% of the Team's Share.");*
10. On 25 July 2022, the Appellant unilaterally terminated the Contract with the Coach, due to the alleged non-meeting of performance objectives stipulated under the Contract.
11. On 25 August 2022, the Coach replied to the Appellant's unilateral termination notice claiming that the Contract had been unlawfully terminated.
12. On 20 October 2022, the Appellant replied, indicating that that Contract had been lawfully terminated.

III. PROCEEDINGS BEFORE THE FIFA PSC

13. On 26 March 2024, the Coach lodged a claim against the Club before the FIFA Players Status Chamber ("PSC") via the FIFA Legal Portal, through which he alleged that the Club had unilaterally terminated the Contract without just cause and requested compensation (the "Coach's Claim").
14. On 27 March 2024, the Coach clarified that he was not in possession of the signed version of the Contract, given that the Club had never provided it with a copy duly signed by both parties.
15. On 2 April 2024, the PSC notified the Coach's Claim to the Club via the FIFA Legal Portal. At the same time, an automated email was sent to the Club informing it of the following:

"CASE FPSD-14215 OPENED AGAINST YOU

We would like to inform you that a new claim has been filed against you in front of the FIFA Football Tribunal and action might be required from you.

In this respect, please be reminded that as of 1 May 2023, proceedings before the Football Tribunal are conducted exclusively through the FIFA Legal Portal (cf. article 10 of the Procedural Rules Governing the Football Tribunal).

*In particular, we kindly inform you that your access to the Legal Portal has been recorded with the email address on which you are receiving this email. **Therefore, you are invited to register and access the FIFA Legal Portal directly using these credentials.***

Should you wish to change your e-mail of registration in the Legal Portal, we kindly invite you to inform us accordingly via the Help Centre in the Legal Portal or via email to legal.digital.support@fifa.org, indicating the new e-mail address which shall be used for your registration. We wish to highlight that such change will affect all your claims (any past, pending and future).

Lastly, please be equally informed that, in accordance with the User Manual and Terms of Service of the Legal Portal, as well of FIFA Circular no. 1842: (i) only one e-mail entry per party or legal representative can be entered in the system; and (ii) upon receipt of this email, you will have three days to create your own account and access the FIFA Legal Portal. Failure to do so will be to your detriment.

We thank you for your attention to the above.

Sincerely,” (Original emphasis)

16. Despite being notified of the Coach’s claim, the Club failed to provide its response. As a result, on 28 May 2024, FIFA informed the Parties, via the Legal Portal, that the submission phase of the matter was closed and that it would proceed to submit it to the PSC for consideration and a formal decision. An automated email was also sent to the Club and the Coach warning that new documentation related to the case had been submitted to the Legal Portal.
17. On 29 July 2024, FIFA informed the Parties, via the Legal Portal, that the matter would be submitted to the Single Judge of the PSC for formal decision on 27 August 2024. An automated email was also sent to the Club, warning that new documentation related to the case had been submitted to the FIFA Legal Portal.
18. On 27 August 2024, the PSC decided to partially accept the Coach’s claim as follows:
 - “1. The claim of the Claimant, Bongani Mafu, is partially accepted.*
 - 2. The Respondent, Ngezi Platinum Stars FC, must pay to the Claimant USD 196,750 as compensation for breach of contract without just cause.*
 - 3. Any further claims of the Claimant are rejected. [...]”*
19. The findings of the Appealed Decision dated 27 August 2024 were notified to the Club and the Coach on 30 August 2024 via the FIFA Legal Portal. Again, an automated email was sent to the Club and the Coach warning that new correspondence related to the case had been submitted to the Legal Portal.
20. On 20 September 2024, email correspondence was sent by the Club requesting the grounds for the Appealed Decision. On the same date, the Club filed its appeal against the Appealed Decision to the Court of Arbitration for Sport (“CAS”).
21. On 30 September 2024, FIFA informed the Club that the findings of the Appealed Decision were communicated via the FIFA Legal Portal on 30 August 2024 and that, in

accordance with Article 15(5) of the FIFA Procedural Rules Governing the Football Tribunal (March 2023 Edition) (the “FIFA Procedural Rules”) (and emphasised in the note related to the findings of the Appealed Decision) the Parties could file a request for the grounds within ten days of the notification of the findings of the Appealed Decision, i.e. in this case, until 9 September 2024.

22. FIFA also informed the Club that its request for the grounds of the Appealed Decision had been submitted by email only and on 20 September 2024, in contravention of Articles 10(1) and 15(5) of the FIFA Procedural Rules. Consequently, the Club was informed that the decision had become final and binding.
23. Article 10(1) and Article 10(3) of The FIFA Procedural Rules states the following:

“Article 10: Communications

1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).[...]

3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them. (Emphasis added)

24. Art 15(5) of the FIFA Procedural Rules states:

*“Where no procedural costs are ordered, a party has **ten calendar days** from notification of the operative part of the decision to request the grounds of the decision. **Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal.** The time limit to lodge an appeal begins upon notification of the grounds of the decision [...]”. (Emphasis Added)*

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 20 September 2024, the Appellant filed their Statement of Appeal with CAS challenging the Appealed Decision in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-related Arbitration (the “CAS Code”). Ngezi FC included Mr Bongani Mafu as the First Respondent and included FIFA as the Second Respondent.
26. On the same date, the First Respondent sent an email to the CAS Court Office submitting that the decision of the FIFA Football Tribunal was final and binding under Article 10(1) and Article 15(5) of the FIFA Procedural Rules and challenged the basis of the appeal to CAS.

27. On the 3 October 2024, the First Respondent sent an email to the CAS Court Office challenging the authenticity of the Power of Attorney relating to the Appellant and submitted that CAS should dismiss the Appeal.
28. On 4 October 2024, the First Respondent sent an email to the CAS Court Office submitting that the Appellant had not complied with the procedural requirements; a decision had not been made which could be subject to appeal; CAS was not competent to hear the appeal; the Appellant had not complied with the 10-day deadline to request grounds of appeal according to FIFA statutes; and the Appellant had not filed its appeal within the 21 day deadline required for an appeal to CAS. In addition, the First Respondent submitted that the appeal was a breach of the Procedural Requirements of the CAS Code; a breach of Article 10(1) of the FIFA Procedural Rules; and a breach of Article 15(5) of the FIFA Procedural Rules.
29. On the same date, the CAS Court Office replied to the First Respondent confirming that for the purpose of Article R30 of the CAS Code, it was satisfied with the document produced as Exhibit 1 (a Power of Attorney) and any issue relating to this could be addressed in the First Respondent's Answer and any issue regarding the Appealed Decision would be dealt with by the Arbitral Tribunal once constituted.
30. On 20 October 2024, the Appellant filed their Appeal Brief in accordance with Article R51 of the CAS Code.
31. On 29 October 2024, the CAS Court Office informed the Parties that the dispute would be referred to a Sole Arbitrator.
32. On 11 April 2025, the First Respondent filed its Answer in accordance with Article R55 of the CAS Code.
33. On 10 May 2025, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code.
34. On 12 May 2025, the CAS Court Office provided the Parties with the Notice of Formation of a Panel confirming that, pursuant to Article R54 of the CAS Code, on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Sole Arbitrator appointed to decide the procedure was Mr Kwadjo Adjepong, Lawyer, London, United Kingdom.
35. On the same date, the CAS Court Office invited the Parties to confirm by 19 May 2025 whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties written submissions in accordance with Article 44.2 of the CAS Code.
36. On 20 May 2025, the Respondents confirmed that their position was that no hearing was necessary. The Appellant did not express an opinion on the issue.
37. On the same date, the CAS Court Office informed the Parties that, having considered the Parties Position with regard to a hearing, in accordance with Article R44.2 of the CAS

Code, the Sole Arbitrator deems himself sufficiently well informed to decide the case based solely on the Parties written submissions, without the need to hold a hearing.

38. On the same date, it was also confirmed that the Sole Arbitrator had requested that FIFA provide the CAS Court Office with a copy of the complete case file produced by FIFA in connection with this procedure.
39. On 23 May 2025, the Sole Arbitrator and the Parties were provided with a copy of the entire FIFA PSC Case File.
40. On 19 June 2025, the CAS Court Office provided the Parties with the Order of Procedure, which was duly signed and returned by the Appellant on 26 June 2025, by the First Respondent on 19 June 2025 and by the Second Respondent on 26 June 2025.
41. The Sole Arbitrator proceeded to decide this matter without a hearing based solely on the Parties written submissions, exhibits and the FIFA Case File in accordance with Article 44.2 of the CAS Code.

V. SUBMISSIONS OF THE PARTIES

A. The Appellant

42. The Appellant's submissions, in essence, may be summarised as follows:
 - A decision without grounds is capable of being appealed (See CAS/ 2011/A/2436, para. 3 and 4) which clearly set out: *"3. Although the Decision was issued without grounds, it clearly bears all the formal and substantive requirements of a 'decision' within the meaning of Article R47 of the Code and the aforementioned CAS jurisprudence[s]. 4. On a formal level, the findings of the Decision carry the heading 'Decision', were passed by an organ of FIFA (the FIFA PSC) and were signed by the FIFA Deputy Secretary General. The fact that the Decision is not motivated (i.e. reasoned) cannot, as such, affect its status as a 'decision' (see CAS 2008/A/1705, CAS/2008/A/1548 and CAS 2004/A/748)."*
 - The concept of a decision was considered in CAS/A/4162 which states: *"The decisive criteria, thus, is whether or not the act in question impacts upon the legal situation of the Appellant. If that is the case (independent of what the intentions of the relevant sport organization were), there must be access to justice for the person concerned."* Therefore, a decision in principle does not need to contain grounds to be appealable to CAS (See CAS 2008/A/1705). However, there are various factors that make a decision susceptible to an appeal [...] (See Art 47 of the Case Code Art. 50(1) of the FIFA Statutes), e.g. the title of the communication and the function of the part of the organisation that passed the decision (see CAS 2011/A/2436 para 4).
 - In principle for a communication to be a decision, the communication must contain a ruling where the body issuing the decision intends to affect the legal situation of a party or parties (See CAS 2008/A/1633). A decision is thus a unilateral act, sent to one or

more determined recipients and is intended to produce legal effects. (CAS 2008/A/1633 para 89 and CAS 2004/A/659 para 36).

- In the present case, the Appealed Decision without grounds is entitled “Decision of the Players Status Chamber”. It was passed by the PSC Football Tribunal and is signed by the Chief Legal and Compliance Officer at FIFA. The Appealed Decision is therefore clearly a “decision” in accordance with Art. 47 of the CAS Code and Art. 50 of the FIFA Statutes. The binding nature of the decision and the ‘animus decidendi’ where a sports body intends to bind a specific subject confirms this (see CAS 2020/A/7590). Therefore, the Appealed Decision is capable of appeal before CAS and as a result the appeal is admissible.
- Notwithstanding the provisions of Art. 15(5) and FIFA’s letter of 30 September 2024, the Appellant has not waived its right to file the appeal because (1) the Appellant requested the grounds of Appeal within the deadline allowed by the FIFA Procedural Rules; and (2) if not, Art. 15(5) creates a rebuttable presumption of waiver.
- As mentioned above, Article 15(5) of the FIFA Procedural Rules provide that: “5. *Where no procedural costs are ordered, a party has **ten calendar days** from **notification** of the operative part of the decision to **request the grounds of the decision**. **Failure to comply** with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its **right to file an appeal**. The time limit to lodge an appeal begins upon notification of the grounds of the decision.*” (Own emphasis)
- Article 15(2) of the FIFA Procedural Rules defines notification as follows:

“Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.”
- As a result, to calculate the timeline stipulated in Art 15(5) the starting date must be the date on which the Appealed decision was “communicated” to the Appellant (See CAS 2013/A/3365 & 3366 para 139). In addition, Art 10(2) of the FIFA Procedural Rules provide that the specific procedural rules shall define which method of communication “must” be used for the procedure and any such communication should be considered a “valid” means of communication. It is therefore incorrect for FIFA to allege that the Appealed decision was notified to the Parties on 30 September 2024 when it was uploaded to the FIFA Legal Portal – in fact it does not prescribe any method of communication. As a result, notification is established when a party becomes aware of a decision which must be determined on a case-by-case basis (see CAS 2019/A/6294 para 77). The decision was not communicated by email. FIFA merely sent an email to the Appellant on 30 August 2024 stating that “Case FPSD-14215, where you appear as Respondent, has received new documentation”. The only way for the Appellant to obtain relevant knowledge would have been to access the FIFA Legal Portal, where the Appealed Decision was uploaded.

- According to Swiss Law a decision is deemed to have been communicated when it enters the “sphere of control” of the addressee, representative or agent of the addressee. Once an electronic communication has reached the recipient’s “sphere of control” it is outside the senders one (CAS 2019/A/6253).
- There are a number of flaws with the transmission of the appealed decision by FIFA (1) FIFA is the creator and developer of the Legal Portal and must have been aware that transmission of the Appealed Decision was not complete until at least 13 September 2024, when the Appellant created its FIFA Legal Portal Account; (2) the Appealed Decision was not outside FIFA’s sphere of control until 13 September 2024; (3) The uploading of the Appealed Decision on to an online platform for which the Appellant does not have an account is insufficient for proper service and communication until 13 September 2024.
- The Appellant rebuts the presumption that the appeal should be deemed to have been waived under any circumstances. Art. 15(5) of the FIFA Procedural Rules is not clear and should have used the words “will have waived” as opposed to “deemed to have been waived”. The “[...] *waiver of a right can never be assumed lightly*” (See CAS 20006/A/1189). As a result, as Art 15(5) was drafted by FIFA it should bear the consequences of the principle of *contra proferentem*, i.e. the principle that an ambiguous contractual term should be construed against the party that drafted it. (CAS 2022/A/8651 para 172 and CAS 2019/A/6636 para 139).
- FIFA chose the wording of Art 15(5) after CAS cases affected its former wording, e.g. in CAS 2008/A/1705, the view of the CAS Panel on the then-current wording that stated that the failure to request the grounds of a decision within 10-days will “result in the decision coming into force”. Moreover, in CAS 2011/A/2436 the CAS Panel found that the wording at the time that the failure to request the grounds of a decision within 10-days will “result in the decision becoming final and binding” was ambiguous and if FIFA intended for a party to waive its right to appeal as such FIFA would “have had to use clear and precise language to achieve such a draconian consequence” which it did not do in the present case.
- To find that the Appellant waived its right to appeal would clearly be contrary to law and public policy and stand to be annulled (See CAS 2017/A/4998 para 158). It would also be contrary to the Appellant’s right to be heard under Art 190 para 2 of the Swiss Private International Law Act (PILA). Any waiver of such rights must be an express statement in an arbitration agreement or by subsequent written agreement (CAS 2011/A/2436). As a result, the Appellant has a right to appeal and a clear right for the appeal not to be deemed to have been waived. Therefore, the current appeal should be admissible.
- In addition, despite the First Respondents dual nationality, the Appellant argues that the FIFA Tribunal lacked jurisdiction to preside over this case due to a lack of an international dimension. The First Respondent has Zimbabwean (and British) Nationality.
- There was no formal contract between the Appellant and First Respondent.

43. In their Appeal Brief the Appellant requested the following relief:

Primary Relief:

- i Admit the present appeal;*
- ii Uphold the present appeal and set aside the Appealed Decision, replacing it by an Arbitral Award stipulating that the Player Status Committee of the FIFA Football Tribunal did not have jurisdiction to deal with the First Respondent's claim as the requirements set out in Art. 22 (1) (c) were not met.*

Alternative Relief:

- iii Order FIFA to communicate the grounds of the Appealed Decision.*

In any event:

- iv Order the Respondents jointly to bear any and all costs and fees of the present appeal;*

and
- v. Order the Respondents jointly to pay the Appellant a contribution towards legal fees and other expenses incurred in connection with the proceedings, pursuant to article R64.5 of the CAS Code, in an amount to be fixed by the Panel at its own discretion” (Verbatim).*

B. The First Respondent

44. In essence, the First Respondents submissions can be summarised as follows:

- The Appellants contention that the Appealed Decision was only notified on 13 September 2024 despite being uploaded to the FIFA Legal Portal on 30 August 2024 cannot be upheld. The Appellant’s failure to comply with the procedural requirements set forth by FIFA is not excusable under the principle of *ignorantia non excusat* (ignorance of the law is no excuse). On the date of issuance of the Appealed decision the Appellant had ample time to create an account but did not do so.
- As of 1 May 2023, pursuant to Art. 10 of the FIFA Procedural Rules, communications have been initiated and conducted exclusively through the FIFA Legal Portal. The contact details indicated on the TMS are binding on the party that provided them.
- The use of the FIFA Legal Portal was widely publicised. FIFA addressed circulars to football stakeholders e.g. in the Circular Letter 1795 dated 25 April 2022, FIFA announced that it was “preparing the launch of new FIFA legal portal [...] an online platform through which proceedings before FIFA Football Tribunal and FIFA judicial bodies will be conducted”. Also, in Circular 1842 dated 6 April 2023, FIFA announced that “[...] as of 1 May 2023, all proceedings before the FIFA Football Tribunal outside of the FIFA Transfer Matching System (TMS) and the FIFA judicial bodies shall be

initiated and conducted exclusively through the Portal [...] Thus as from 1 May 2023, (i) anyone intending to lodge a new claim before the aforementioned bodies will have to do so through the Portal, and (ii) submissions and other correspondence sent by any other means (such as email or post) will no longer be admissible in the said proceedings”. As a result, the Appellant should have created an account for the FIFA Legal Portal in 2023.

- The Appellant is one of the most prominent football clubs in Zimbabwe and is affiliated to the ZFA. As a member of the ZFA the appellant is obligated to adhere to its rules and regulations including FIFA rules and regulations. At the time the First Respondent's claim was lodged with FIFA, the Legal Portal had been operational for well over a year - ample time for the Appellant to create and activate an account. It is also reasonable to assume that the Appellant received prior email notifications from FIFA.
- It is recognised under Swiss Law that a decision is deemed to have been notified if the interested party had the opportunity to obtain knowledge of its content, irrespective of whether the party in fact obtained knowledge of its content. (See CAS 2016/A/4651 para 48 and CAS 2022/A/8598 para. 122).
- The Appealed Decision was properly notified to the Parties on 30 August 2024 and an email was received by the Appellant to its registered TMS to inform it of the decision. As a result, the Appellant was notified of the decision on 30 August 2024. Consequently, the failure of the Appellant to make a timely request for the grounds of the Appealed Decision resulted in the decision becoming final and binding as of 9 September 2024 and the Appellant was deemed to have waived the right to appeal.
- Although the Appellant seeks to rely on CAS 2011/A/2436, it is of no assistance to them as it refers to a previous version of the FIFA Procedural Rules. The FIFA Procedural Rules were amended to use the clear and precise language of the Swiss Code of Civil Procedure, confirming that the right to appeal is deemed waived.
- As the Appellant failed to request the grounds for the Appealed Decision within the 10-day time limit, such a decision has become final and binding and the party is deemed to have waived their right to appeal. Moreover, the 21-day time limit according to Art. 58 of the FIFA Statutes (and R59 of the CAS Code) thus no longer applied (see CAS 2019/A/6252). The appeal is therefore inadmissible.
- The Appellant incorrect in its argument that the FIFA Tribunal lacked jurisdiction to preside over this case due to a lack of an international dimension. The First Respondent's sporting nationality is British. Therefore, the international dimension is clearly established. (See CAS 2020/A/6933). Despite having dual nationality, the First Respondent chose to claim British sporting nationality over 20 years ago and has been a member of Dorset Football Association in the southwest England since 2003. This British sporting nationality has been recognised by the ZFA in a letter dated 12 March 2024. Consequently, the FIFA PSC correctly considered that there was an international dimension to this case.

- The Appellant is incorrect in its submission that there was no formal contract between the Appellant and the First Respondent. An employment contract may be concluded in writing, verbally or tacitly, i.e. inferred from the conduct of the parties (See Art. 320 of the Federal Act on the Amendment of the Swiss Civil Code Part Five: Code of Obligations). In the present case, both parties (Appellant and First Respondent) acted in accordance with the terms of an unsigned contract. In addition, the Appellant specifically named the First Respondent on their social media platforms.

45. In their Answer the First Respondent requested the following relief:

“Based on the foregoing, the First Respondent, Bongani Mafu, respectfully requests CAS to:

Primary relief

- *Declare that the Appealed Decision has become final and binding as a result of the Appellant’s failure to timely request the grounds for the Appealed Decision.*
- *Declare the Appeal inadmissible.*
- *Order the Appellant to pay the First respondent a contribution towards legal fees and other expenses occurred in connection with these proceedings.*

Alternative relief

- *Confirm the Appealed Decision (FPSD-14215).*
- *Order the Appellant to pay the First respondent a contribution towards legal fees and other expenses occurred in connection with these proceedings.*

C. The Second Respondent

46. The Second Respondent’s submissions in essence can be summarised as follows:

- As the Appellant declines to engage with the merits of the dismissal /termination in these proceedings and as its requests for relief are directed at challenging the alleged lack of Jurisdiction of the PSC and subsidiarily requesting for FIFA to be ordered to provide the grounds for the Appealed Decision, FIFA will not address the issue of the Club’s unilateral termination of the Contract and the consequences thereof.
- The Appellant’s appeal is inadmissible given the Appealed Decision was duly notified via the Legal Portal and became final and binding after the expiry of the 10-day time limit prescribed by Art. 15(5) of the FIFA Procedural Rules.
- By means of the FIFA Circular no. 1795 dated 25 April 2022 (the “Circular 1795”). FIFA announced that it was preparing to launch a new FIFA Legal Portal that is an online platform through which proceedings before the FIFA Football Tribunal and judicial bodies would be conducted. Therefore, the Circular 1795 explained that the

Legal Portal would enable FIFA member associations and football stakeholders to manage their proceedings before FIFA decision making and judicial bodies. It was clear that the FIFA Legal Portal would replace the previous system of email communication. The aim was to provide a simple secure and transparent method of communicating between FIFA and the Parties,

- Circular 1795 also sets out (a) the scope of the system; (b) the users; (c) the system features; (d) the users' obligations, - particularly in relation to account registration, mandatory checks, notifications through the portal, applicable and (e) the transitional period with the system would become operational on 1 May 2023 which would conclude in principle on 31 December 2022.
- It was clearly established that:
 - *"To access the FIFA Legal Portal users will first need to create an account [...] Once created, the account needs to be approved by FIFA which will generally take 24-48 hours. In order to ensure access to justice the FIFA Legal Portal will be open to all stakeholders, from Players and coaches to member associations and clubs.*
 - *"[...] notifications would automatically be generated and immediately sent to the email address linked to the relevant users account in the event of (i) a change in the status of a case (ii) new information and/or documents being added to the case or (iii) new proceedings being opened against the user.*
 - *"A user manual providing further information, including a step-by-step guide to the FIFA Legal Portal was enclosed with the circular and is also available on legalportal.fifa.com.*
 - *"The FIFA Legal Portal users will be required to act in good faith and ensure that all information that they enter on the portal is correct. In particular, each user must keep their account and personal details up to date at all times [...].*
 - *As a basic rule, users receiving an automatically generated email should immediately check their account. In addition, users involved in proceedings before the FIFA Football Tribunal and/or FIFA judicial bodies should regularly check their respective accounts and pay particular attention to any changes in the status of claims or notifications of correspondence or decisions, as well as requests or statements or clarifications.*
 - *[...] any issues [...] of the FIFA Legal Portal must be immediately reported to the helpdesk via the portal.*
- In summary, since April 2022, football stakeholders were informed that (i) they had to create an account on the Legal Portal and how to do so (ii) they had to keep their data updated as (iii) they were obligated to regularly check their account and pay attention to FIFA's notifications. Due to the transition period between 1 May 2022 and 31 December 2022, the stakeholders had more than 6 months to get used to the new system.

Despite the clarity of Circular 1795, the Club did not create an account on the Legal Portal during this period, nor did it update its data in TMS.

- On 31 March 2023, amendments to the FIFA Procedural Rules were communicated via FIFA Circular no.1839 (“Circular 1839”) which stated the following:

“a) FIFA Legal Portal

- *The FIFA Legal Portal is intended to replace the current email communication system [...] [and] claims and proceedings before the FIFA Football Tribunal outside TMS are exclusively initiated through the portal and that correspondence concerning those proceedings are conducted via the portal from 1 May 2023.*
- *Further information on the FIFA Legal Portal and its mandatory use from 1 May 2023 will be published in due course.”*(Emphasis added)
- Subsequently, through FIFA Circular no. 1842 dated 6 April 2023 (“Circular 1842”), FIFA announced that:
 - *“As of 1 May 2023, all proceedings before the FIFA Football [Tribunal] outside the Transfer Matching System (TMS) and FIFA judicial bodies shall be initiated and conducted exclusively through the Portal.*
 - *As of 1 May 2023, any person wishing to access the Portal is required to create an account. [...] FIFA strongly encourages clubs and member associations to use the same email address as that listed under the ‘Contact’ tab in TMS. [...] We would like to remind you that the information entered in TMS and the Portal is binding on the relevant party.*
 - *[...] Finally, users are reminded that upon receipt of an automatically generated email from the Portal, they should check their account without delay [...] users involved in proceedings before the FIFA Football Tribunal and/or the FIFA judicial bodies are required to check their respective accounts once per day. Users who fail to do so will have to bear the procedural and legal consequences.”* (Emphasis added)
- FIFA also issued a Legal Portal Frequently Asked Questions (“FAQ”) document which reiterated that:
 - *“As from 1 May 2023, the use of the Legal Portal is mandatory and the only valid means of communication for proceedings under Chapter III of the Procedural Rules, i.e. contractual disputes (cf. art. 18 of the Procedural Rules)[...] Parties [...] must ensure that their contact details are always up to date [...] Member Associations and clubs are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review”.* (Emphasis added)

- It could not be clearer that Art. 10(1) of the FIFA Procedural Rules unequivocally establishes that all communications are to be undertaken via the Legal Portal or the TMS. The Appellant's assertion that FIFA ought to have notified the Appealed Decision via email is unfounded. Art. 10(1) states:
 - *"1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).*
 - *2. [...] Communications from FIFA to a party by any such method is considered as a valid means of communication and sufficient to establish time limits and their observance.*
 - *3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review."* [...] (Emphasis added)
- FIFA's publicly available circulars were clear about the appropriate method of communication with FIFA (see Circular 1795, Circular 1839 and Circular 1842 and the Legal Portal FAQs). It is simply untenable for the Appellant to argue – let alone in good faith – that the regulatory framework did not make it clear that the only valid means of communication for the Appealed Decision was the Legal Portal.
- There can be no doubt that the Appealed Decision was validly communicated via the only legally recognised channel – i.e. the Legal Portal. The Appellant's submission that it was not "aware that the Legal Portal existed" and that it "did not have a FIFA Legal Portal" is not credible considering the public circulars and FAQs issued by FIFA about the mandatory means of communication.
- The well-established principle of *ignorantia juris non excusat* i.e. ignorance of the law excuses no one. A party cannot evade its legal obligations merely by claiming lack of awareness of the applicable rules. (see CAS 2020/A/7266 para 68 and CAS 2010/A/2268, para 93).
- The Appellant was directly notified of the Legal Portal's implementation through an email sent to its designated TMS address (ngeziplatinumstars@gmail.com) on 30 April 2024 as follows:
- *"CASE FPSD-14215 OPENED AGAINST YOU*

We would like to inform you that a new claim has been filed against you in front of the FIFA Football Tribunal and action might be required from you.

In this respect, please be reminded that as of 1 May 2023, proceedings before the Football Tribunal are conducted exclusively through the FIFA Legal Portal (cf. article 10 of the Procedural Rules Governing the Football Tribunal).

In particular, we kindly inform you that your access to the Legal Portal has been recorded with the email address on which you are receiving this email. Therefore, you are invited to register and access the FIFA Legal Portal directly using these credentials.

Should you wish to change your e-mail of registration in the Legal Portal, we kindly invite you to inform us accordingly via the Help Centre in the Legal Portal or via email to legal.digital.support@fifa.org, indicating the new e-mail address which shall be used for your registration. We wish to highlight that such change will affect all your claims (any past, pending and future).

Lastly, please be equally informed that, in accordance with the User Manual and Terms of Service of the Legal Portal, as well of FIFA Circular no. 1842: (i) only one e-mail entry per party or legal representative can be entered in the system; and (ii) upon receipt of this email, you will have three days to create your own account and access the FIFA Legal Portal. Failure to do so will be to your detriment.

*We thank you for your attention to the above.
Sincerely [...]”*

- It is unclear what the Appellant means by stating that its TMS email address was “not in use”. The email address was – and still is - the one designated by the Appellant in its TMS account. This is not disputed by the Appellant. In addition, the contact details and information entered in the TMS are binding on the Appellant according to FIFA regulations and CAS jurisprudence e.g. CAS 2020/A/7455 para 114 which states:

“It follows directly from Article 9bis (3) of the Procedural Rules that: ‘The parties and associations must ensure that their contact details (e.g. address, telephone number and email address) are valid and kept up to date at all times’, and the Panel therefore finds that FIFA was entitled to rely on the contact information inserted by the Club in the TMS, even under the very special circumstances of a pandemic.”

- On at least four different occasions, the Appellant was informed or warned about the implementation of the FIFA Legal Portal and its mandatory use for proceedings before the Football Tribunal (outside TMS) i.e:
 - On 25 April 2022, by general advance notice of the implementation of the Legal Portal and its mandatory use via Circular 1795;
 - On 31 March 2023, regarding amendments to the FIFA Procedural Rules via Circular 1839;
 - On 6 April 2023, relating to a general last advance notice of the mandatory implementation of the Legal Portal via Circular 1842; and
 - On 3 April 2024, the Appellant received a direct communication informing it that a claim had been lodged against it and invited the Appellant to register and

access the FIFA Legal Portal, referring to Art. 10 and warning of the detrimental consequences of failing to register.

- The Appellant's arguments that although the Appealed Decision was correctly uploaded to the Legal Portal on 30 August 2024 (there by entering the Appellant's *Sphere of Control*), it did not create its own account until 13 September 2024 have already been addressed and dismissed by CAS panels. (See CAS 2023/A/9780; CAS 2022/A/8598; CAS 2019/A/1153; and CAS 2008/A/1548).
- Pursuant to Art. 15(5) of the FIFA Procedural Rules, "[...] a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision [...]" As a result, a request for the grounds of the Appealed Decision would only be valid if filed cumulatively: (i) Through the Legal Portal; and (ii) Until no later than 9 September 2024. In this case, the Appellant only requested the grounds of the Appealed Decision (i) by email; and (ii) on 20 September 2024. It is therefore clear that the Appellant failed to validly and promptly request the grounds of the Appealed Decision. The Appellant claims they attempted to request the grounds on 19 September 2024. In any event, whether or not that is the case, a request for the grounds on that date would be invalid as the 10-day time limit expired on 9 September 2024. As a result, pursuant to Art. 15(5) the "*failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal*". This is supported by CAS jurisprudence.
- In CAS 2023/A/9943 Qingdao FC v Uros Deric & FIFA, paras. 97-99, the panel found as follows:

"97. Article 15 Procedural Rules (edition May 2023) reads as follows:

"5. Where no procedural costs are ordered, a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.

[...]

7. Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal."

98. Moreover, the DRC Decision clearly stated that:

"Should any of the parties wish to receive the grounds of the decision, a written request must be received by FIFA, within 10 days of receipt of notification of the findings of the decision. Failure to do so within the stated deadline will result in the

decision becoming final and binding and the parties being deemed to have waived their rights to file an appeal.”

99. Considering that the Appellant did not request the grounds of the DRC Decision, the Club waived its right to file an appeal and the DRC Decision, therefore, became final and binding. (Emphasis added)

- In CAS 2023/A/9424 Al Wahada Sports Club v FIFA & Sinisa Dobrasinovic the panel found the following;

*“[...] 70. Taking into account the foregoing, the Sole Arbitrator is comfortably satisfied, based on the evidence submitted, that the Club received the decision on 6 January 2023 and that Appealed Decision was made on 18 January 2023, i.e. on the 13th day. It follows that the timeframe of 10 days was not respected and that the time limit established at Article 15(5) of the FIFA Procedural Rules was not fulfilled and the consequence thereof, i.e. not sending the grounds because **the Findings became final and binding**, was correctly applied by FIFA.*

71. Therefore, the appeal is dismissed and the Appealed Decision that decided not sending the grounds of the Findings to the Club is in accordance with Article 15(2) of the Procedural Rules and is consequently confirmed in full”. (Emphasis added)

- In CAS 2020/A/7296 Club Social, Cultural y Deportivo Llacuabamba paras 111-112, 115, 117, 120 and 124 the sole arbitrator found that:

*“[...] in this case, the CAS. Another significant area of debate is **whether filing an appeal before the CAS requires a prior request for the grounds within the ten-day period established by the rule, or whether it is possible to appeal directly to the CAS within the 21 days established by regulation. Furthermore, there is also discussion as to whether the 21-day rule prevails over all others, even for the request for the grounds of the decision. All of these issues bear substantial parallels to the situation raised in the present case.** (Emphasis added)*

[...]

120. There is also no doubt about the requirement to submit the request for the grounds to FIFA in advance and within the 10-day time limit before filing an appeal with the CAS. See, in particular, paragraphs 62 and 63 of CAS 2011/A/2563.

[...]

(62) The Panel is therefore satisfied that in general the addressees of the FIFA Procedural Rules do, in good faith, correctly understand Article 15 FIFA Procedural Rules in the meaning it was enacted, i.e. as a first deadline of 10 (ten) days to request the grounds, failing which no appeal against the FIFA decision

would be possible, and with an untouched deadline of 21 days to file an appeal with CAS, such deadline starting upon receipt of the reasoned decision.

[...]

(63) The Panel is satisfied that from a subjective and from an objective point of view the wording of Article 15 FIFA Procedural Rules shall be interpreted in the way that a party wishing to appeal against a FIFA decision must first request the grounds of the decision. If no grounds are requested within said deadline, FIFA as well as the other party affected by the FIFA decision, can consider that the other party has waived its right to appeal against the decision.

*121. Considering that the operative part of the Appealed Decision was adopted and communicated on 3 July 2020, that the Appellant **did not request the grounds within the 10-day time limit**, and that it is undisputed that the grounds were requested on 22 July 2020 and the appeal before the CAS was filed on 24 July 2020, it is established that the Appellant missed the deadlines set by the applicable regulations. **As a result, the Appealed Decision became final and binding, and furthermore, the interpretation that, under these circumstances, the Appellant has waived its right to appeal is legally valid and in accordance with Swiss law.***

*124 [...] The Appellant was required to wait until the grounds of the decision were known, and only then could an appeal be lodged. However, in order to obtain the grounds, the Appellant had to submit a request within the prescribed time and in the correct form. **By failing to do so, the appeal before the CAS must be declared inadmissible.***” (Emphasis added).

- In CAS 2019/A/6253 Wydad Athletic Club v FIFA & Chisom Elvis Chikataru & El Gonna. The panel found:

[...]

111. In order for the appeal against the Appealed Letter to be upheld, Wydad would have had to demonstrate that it requested the communication of the reasoned award within the applicable time limit stipulated in Article 15 DRC Rules.”

- There are no reasons to depart from the interpretation consistently adopted by CAS panels concerning Article 15(5) of the FIFA Procedural Rules i.e. any party intending to appeal a FIFA decision must first request the grounds of that decision within the stipulated deadline. Failure to do so results in the decision becoming final and binding and both FIFA and the other party affected by the decision are entitled to consider that the right has been irrevocably waived.
- The wording of Art 15(5) of the right of a party to appeal being “deemed to have waived its right to appeal” does not create a rebuttable presumption.
- The FIFA PSC was competent to hear the matter as the case had an international dimension because the First Respondent has dual British and Zimbabwean nationality.

- The lack of a signed copy of the First Respondent's employment contract is not relevant as both the FIFA RSTP and Swiss law do not require an employment contract to be signed for it to be valid.

47. As a result of the above, the Second Respondent request the following relief:

“Based on the foregoing, FIFA respectfully requests the Panel to issue an award:

(a) declaring the present appeal(s) inadmissible;

(b) ordering the Appellant to bear the full costs of these arbitration proceedings;

(c) in any event, dismissing the appeal in full;

(d) in any event, confirming the Appealed Decision; and

(e) ordering the Appellant to bear the full costs of these arbitration proceedings”

VI. JURISDICTION

48. Article R47 of the Code provides as follows:

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

49. The jurisdiction of CAS, which is not disputed, derives from Article 57(1) of the FIFA Statutes (May 2022 Edition), as it determines that “*Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*”, and Article R47 of the CAS Code. The jurisdiction of CAS is not contested and is further confirmed by the Order of Procedure duly signed by the Parties.

50. It follows that CAS has jurisdiction to hear, adjudicate and decide on the present dispute.

VII. APPLICABLE LAW

51. Article R58 of the Code provides as follows:

The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.

52. Pursuant to Article R58 of the CAS Code, CAS shall primarily apply the FIFA Statutes, and Swiss law on a subsidiary basis.

53. Article 56(2) of the FIFA Statutes provides the following:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”

54. Accordingly, the present dispute must be decided applying the FIFA rules and regulations, in particular the FIFA Procedural rules Governing the Football Tribunal (May 2023 edition) and with Swiss law applying subsidiarily to fill any lacuna in the FIFA regulations.

VIII. ADMISSIBILITY

55. Article R49 of the Code provides as follows:

In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.

56. The admissibility of this appeal is disputed by the Parties.

57. As mentioned above, under Article 57 of the FIFA Statutes, decisions adopted by FIFA legal bodies, such as the FIFA PSC, can be appealed within 21 days from their notification.

58. The Appellant submits that in the present case, the Appealed Decision without grounds is clearly a “decision” in accordance with Art. 47 of the CAS Code and Art. 50 of the FIFA Statutes that can be appealed to CAS. (See CAS 2020/A/7590). In addition, the Appellant asserts that, notwithstanding the provisions of Art. 15(5) and FIFA’s letter of 30 September 2024, the Appellant has not waived its right to file the appeal because (1) the Appellant requested the grounds of appeal within the deadline allowed by the FIFA Procedural Rules; and (2) if not, Art. 15(5) creates a rebuttable presumption of waiver. As a result, the Appellant submits that this appeal is admissible.

59. The First Respondent and Second Respondent dispute the admissibility of the Appeal on the basis that, as the Appellant requested the grounds for the PSC Decision after the 10-day time limit in the FIFA rules - the FIFA PSC decision became final and binding. The Second Respondent also disputes admissibility on the basis that, since April 2022, football stakeholders were informed that (i) they had to create an account on the FIFA Legal Portal and how to do so (ii) they had to keep their data updated as (iii) they were obliged to regularly check their account and pay attention to FIFA’s notifications.

60. The Sole Arbitrator will now assess the issue of the admissibility of the Appeal.

A. The applicable burden and standard of Proof

61. The Sole Arbitrator, in considering whether the appeal is admissible, needs to ascertain whether the burden of proof concerning the facts of the case has been met based on the applicable standard of proof.
62. Swiss law, that is applicable subsidiarily, in particular, Article 8 of the Swiss Civil Code (SCC), states that: “Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact”.
63. This position is supported by CAS jurisprudence which provides that “In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its ‘burden of proof’, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue.” (See inter alia CAS 2009/A/1909).
64. As a result, the Sole Arbitrator observes that the burden rests with the Appellant to prove the facts it submits in support of its case.

B. The admissibility of the Ngezi FC appeal

65. The FIFA Procedural Rules Governing the Football Tribunal (March 2023 edition) states the following:

“Article 10: Communications

1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).[...]

3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.

Article 11: Time Limits

*1. For a party that directly receives a communication, **the time limit will** commence the day after receipt of the relevant communication.*

2. For a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner.

3. If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply, the time limit will expire at the end of the next working day.

4. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of the party's domicile or, if the party is represented, of the domicile of its main legal representative. Submissions and evidence filed outside the relevant time limit shall be disregarded.

5. Time limits are paused from 20 December to 5 January inclusive.

6. Regulatory time limits fixed in these Rules will not be extended. Time limits set by the FIFA general secretariat may be extended upon substantiated request submitted before the expiry of the relevant time limit”[...]

Article 15: Notifications of decisions

1. A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated

2. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.

3. Decisions enter into force as soon as notification occurs.

4. Generally, a party shall only be notified of the operative part of the decision. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.

*5. Where no procedural costs are ordered, **a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.***

6. Where procedural costs are ordered, notification of the grounds of a decision will only be made to the party that has both requested the grounds of the decision and paid its share of the procedural costs within the regulatory time limit of ten calendar days from notification of the operative part of the decision, if any.

7. Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal [...]”. (Emphasis Added.)

66. Before addressing the facts, the Sole Arbitrator considers it appropriate to provide a brief classification of the types of deadlines provided for under the FIFA Procedural Rules. In general, these rules distinguish between (i) regulatory deadlines, which are mandatory and whose non-observance results in the loss of a procedural right, and other (ii) non-regulatory deadlines, which may, depending on the circumstances, be subject to extension or other remedial measures.
67. Among the former, the 10-day period to request the grounds of a decision is expressly identified as a regulatory time limit. Article 15, para. 5, of the FIFA Procedural Rules provides that a party has ten calendar days from notification of the operative part of the decision to request the grounds, failing which the decision becomes final and binding and the party is deemed to have waived its right to appeal. Article 15, para. 6, reinforces this by confirming that the grounds must be requested “within the regulatory time limit of ten calendar days,” thereby clearly reflecting FIFA’s intent to treat this deadline as mandatory and not subject to extension.
68. As such, the Sole Arbitrator considers that the ten-day period under Article 15 constitutes a strict regulatory deadline, the failure to observe which produces immediate and definitive consequences. The Appellant submits that its appeal is admissible. Notwithstanding the provisions of Art. 15(5) and FIFA’s letter of 30 September 2024, the Appellant asserts that it has not waived its right to file the appeal. The Appellant acknowledges that Article 15(5) of the FIFA Procedural Rules provides that the failure to request grounds within the 10-day time limit means that a PSC Decision becomes final and binding and that an Appellant is deemed to waive its right to appeal. However, the Appellant submits that the waiver is a rebuttable presumption, and the Appellant has not waived its right to appeal. In addition, the time limit to lodge an appeal begins upon “notification” of the grounds of the decision. The Appellant also asserts that Article 15(2) of the FIFA Procedural Rules provides that: *“Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.”* The Appellant argues that it was not duly notified of the PSC Decision and seeks to rely on CAS jurisprudence (See CAS 2013/A/3365 & 3366 para 139). The Appellant argues that it is incorrect for FIFA to allege that the Appealed decision was notified to the Parties on 30 September 2024 when it was uploaded to the FIFA Legal Portal, as FIFA merely sent an email to the Appellant on 30 August 2024 stating that “Case FPSD-14215, where you appear as Respondent, has received new documentation”.
69. The First Respondent states that the Appellant’s contention that the Appealed Decision was only notified on 13 September 2024, despite it being uploaded to the FIFA Legal Portal on 30 August 2024, is wrong and the Appellant’s failure to comply with the procedural requirements established by FIFA is inexcusable under the principle of *ignorantia non excusat* (ignorance of the law is no excuse). In addition, the First Respondent asserts that in Circular 1842 dated 6 April 2023, FIFA announced that “[...] as of 1 May 2023, all proceedings before the FIFA Football Tribunal outside of the FIFA Transfer Matching System (TMS) and the FIFA judicial bodies shall be initiated and conducted exclusively through the Portal [...] Thus as from 1 May 2023, (i) anyone intending to lodge a new claim before the aforementioned bodies will have to do so

through the Portal, and (ii) submissions and other correspondence sent by any other means (such as email or post) will no longer be admissible in the said proceedings". As a result, the First Respondent argues that the Appellant should have created an account for the FIFA Legal Portal in 2023.

70. The Second Respondent's submissions align with that of the First Respondent. The Second Respondent asserts that the appeal is inadmissible, given the Appealed Decision was duly notified via the Legal Portal and became final and binding after the expiry of the 10-day time limit prescribed by Art. 15(5) of the FIFA Procedural Rules. The Second Respondent states that due to the FIFA Circular 1795 dated 25 April 2022 FIFA announced that it was preparing to launch a new FIFA Legal Portal that is an online platform through which proceedings before the FIFA Football Tribunal and judicial bodies would be conducted. On 31 March 2023, amendments to the FIFA Procedural Rules were communicated via FIFA Circular no. 1839; Subsequently, through FIFA Circular no. 1842 dated 6 April 2023, and a Frequently Asked Questions document published by FIFA announced that "As from 1 May 2023, the use of the Legal Portal is mandatory and the only valid means of communication for proceedings [...]". The Second Respondent also submits that FIFA's publicly available circulars were clear about the appropriate method of communication with FIFA (see Circular 1795, Circular 1839, Circular 1842 and the Legal Portal FAQs). Therefore, it is simply untenable for the Appellant to argue – let alone in good faith – that the regulatory framework did not make it clear that the only valid means of communication for the Appealed Decision was the Legal Portal. Therefore, both Respondents submit that this appeal is inadmissible.
71. The Sole Arbitrator finds the submission of the Respondents to be persuasive. The Sole Arbitrator notes that as a result of FIFA Circular 1795, Circular 1839, Circular 1842 and the FIFA FAQ document published in 2022 and 2023, the following procedures were established:
- a. To access the FIFA Legal Portal, users first need to create an account.
 - b. Notifications would automatically be generated and immediately sent to the email address linked to the relevant users account in the event of (i) a change in the status of a case (ii) new information and/or documents being added to the case or (iii) new proceedings being opened against the user.
 - c. A user manual providing further information, including a step-by-step guide to the FIFA Legal Portal was provided and was available on the website legalportal.fifa.com.
 - d. The FIFA Legal Portal users were required to act in good faith and ensure that all information on the portal is correct and their account and personal details up to date at all times.
 - e. As a basic rule, users receiving an automatically generated email were required to immediately check their account.

- f. Users involved in proceedings before the FIFA Football Tribunal and/or FIFA judicial bodies should regularly check their respective accounts.
 - g. Any issues regarding the FIFA Legal Portal must be immediately reported to the helpdesk via the portal.
 - h. Use of the FIFA Legal Portal was mandatory from 1 May 2023.
 - i. As of 1 May 2023, all proceedings before the FIFA Football Tribunal and FIFA judicial bodies were initiated and conducted exclusively through the Legal Portal.
 - j. As of 1 May 2023, any person wishing to access the Portal is required to create an account. FIFA strongly encouraged clubs and member associations to use the same email address as that listed under the ‘Contact’ tab in TMS.
 - k. The information entered in TMS and the Portal is binding on the relevant party.
 - l. Parties involved in proceedings before the FIFA Football Tribunal and/or the FIFA judicial bodies were required to check their respective accounts once per day and users who failed to do so would have to bear the procedural and legal consequences.
 - m. Art. 10(1) of the FIFA Procedural Rules unequivocally established that all communications relating to proceedings are to be undertaken via the Legal Portal.
 - n. Communications from FIFA to a party through the Legal Portal is considered as a valid means of communication and sufficient to establish time limits and their observance.
72. The Sole Arbitrator notes that the Appellant was directly notified of the proceedings opened against it through an email sent to its designated TMS address (ngeziplatinumstars@gmail.com) on 30 April 2024 as follows:
- “CASE FPSD-14215 OPENED AGAINST YOU*
- We would like to inform you that a new claim has been filed against you in front of the FIFA Football Tribunal [...].*
73. As a result of this notification the Appellant should have taken the appropriate steps in order to meaningfully engage with the PSC proceedings.
74. The Sole Arbitrator finds that on at least four different occasions, the Appellant was informed or warned about the implementation of the Legal Portal and its mandatory use for proceedings before the Football Tribunal i.e.:
- a. On 25 April 2022 via Circular 1795;

- b. On 31 March 2023 via Circular 1839;
 - c. On 6 April 2023 via Circular 1842; and
 - d. On 2 April 2024, the Appellant received a direct communication informing it that a claim had been lodged against it and invited the Appellant to register and access the FIFA Legal Portal, referring to Art 10 and warning of the detrimental consequences of failing to register.
75. As a result of the above, the Sole Arbitrator finds that pursuant to Art. 15(5) of the FIFA Procedural Rules, “[...] a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision [...]” As a result, a request for the grounds of the Appealed Decision would only be valid if filed: (i) through the Legal Portal; and (ii) no later than 9 September 2024. In this case, the Appellant only requested the grounds of the Appealed Decision (i) by email; and (ii) on 20 September 2024. Therefore, the Appellant failed to make a valid and timely request for the grounds of the Appealed Decision as the 10-day time limit expired on 9 September 2024. As a result, in accordance with Article 15(5) the Appellant failed to comply with the 10-day time limit resulting in the decision becoming final and binding and the Appellant is deemed to have waived its right to file an appeal.
76. As a result of the above, the Appeal in this case is inadmissible.
77. As the Appeal is inadmissible, it is not necessary for the Sole Arbitrator to consider: If admissible, (i) the jurisdiction of the FIFA PSC; (ii) the validity of the Contract; and (iii) the consequences for the Parties, given the issues relating to jurisdiction and the Contract.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Ngezi Platinum Stars Football Club on 20 September 2024 is inadmissible.
2. (...).
3. (...).
4. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 13 October 2025

THE COURT OF ARBITRATION FOR SPORT

Mr Kwadjo Adjepong
Sole Arbitrator