

CAS 2024/A/10895 Dougra Club & Mohammad Al-Shloul v. Jordanian Football Association

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Steven Bainbridge, Lawyer, Dubai, United Arab Emirates

in the arbitration between

1/ Dougra Club, Jordan

2/ Mohammad Al-Shloul, Jordan

Represented by Mr Nasr Eldin Azzam, Attorney-at-Law in Cairo, Egypt

- Appellants -

and

Jordanian Football Association, Jordan

Represented by Mr Ala' Khalifeh, Attorney-at-Law in Amman, Jordan

- Respondent -

I. Parties

1. Dougra Sporting Club (the "**First Appellant**" or the "**Club**") is a football club that plays in the Jordanian second-division league.
2. Mr Mohammad AI-Shloul (the "**Second Appellant**") is the President of the First Appellant.
3. The Jordanian Football Association (the "**Respondent**") the governing body for football in Jordan.
4. The First Appellant, the Second Appellant, and the Respondent are jointly referred to as the "**Parties**".

II. Factual Background

A. Background Facts

5. Below is summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and submissions at the hearing. 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, he refers in this Award only to those submissions and evidence he considers necessary to explain his reasoning.

B. Background to the dispute and the Jordanian Football Association proceedings

6. Whilst there is some disagreement as to the facts of the case, the key uncontested facts are set forth below.
7. A professional football match in the Jordanian Second Division took place on 16 November 2023 between the Club and Jarash Sporting Club ("**Jarash SC**"), with the Club winning one-nil (1-0) (the "**Match**"). The Match was the second match of a two-legged tie to decide which club was to be promoted to the Jordanian First Division. The result of the Match was that the Club was so promoted.
8. As well as being the President of the First Appellant, the Second Appellant is also the owner of a law firm in Jordan. One of the clients of the Second Appellant's law firm was Mr Mohamend Al-Shouha (the "**Agent**").
9. The Agent, some time significantly prior to the Match, provided agency services to Nayef Al-Anbar, who played for Jarash SC in the Match (the "**Player**"). The Player had apparently failed to pay certain outstanding agency fees due to the Agent.

10. On 13 November 2023, the Second Appellant, in his capacity as the Agent's lawyer, served a legal notice on the Player, *inter alia*, stating his default and requesting him to pay the overdue agency fees to the Agent (the "**Legal Notice**").
11. On both 14 and 15 November 2023, Jarash SC filed complaints with the Jordanian Football Association Disciplinary Committee ("**JFA Disciplinary Committee**") against the Appellants alleging their attempt to influence the outcome of the Match.
12. Upon receipt of the complaints, the JFA Disciplinary Committee opened disciplinary proceedings against the Appellants. Such proceedings included submissions by the Appellants of statements of defence, submissions of written evidence, witness testimonies, audio recordings and forensic expert reports issued by members of the General Security Department – Directorate of Laboratories & Forensic Evidences (the "**GSD**") and such proceedings continued from mid-November 2023 to 1 June 2024.
13. Aided by a witness statement provided by the Player, Jarash SC argued that the Legal Notice negatively impacted the Player's performance during the Match as, Jarash SC alleged, was the intention of the Second Appellant. Jarash SC also filed a witness statement provided by its head coach, Nayef Al-Thawahreh ("**Al-Thawahreh**"), which outlined various incidents of conduct by members of the Club that Jarash SC claimed evidenced attempted match fixing. The Club also filed witness statement evidence, claiming that it was in fact Al-Thawahreh who had initiated conversations about the Match, attempting to engage in match fixing.
14. On 1 June 2024, the JFA Disciplinary Committee issued its decision in relation to the complaint (the "**First JFA Disciplinary Committee Decision**"), finding in favour of Jarash SC.
15. The Appellants appealed the First JFA Disciplinary Committee Decision to the Jordanian Football Association Appeals Committee (the "**JFA Appeals Committee**"). On 10 July 2024, the JFA Appeals Committee issued its decision, annulling the First JFA Disciplinary Committee Decision and returning the case file to the JFA Disciplinary Committee, requesting that it reconsider the matter but this time disregarding certain evidence, namely audio recordings, submitted by Jarash SC, purportedly of the Second Appellant conspiring to manipulate the outcome of the Match (the "**Recordings**"), which Recordings the JFA Appeals Committee determined had been unlawfully obtained.
16. On 22 August 2024, the JFA Disciplinary Committee duly re-assessed the case, this time without taking into consideration the Recordings, and again found in favour of Jarash SC.
17. The JFA Disciplinary Committee issued a decision, based on an alleged match-fixing violation pursuant to Article 37 of the JFA Disciplinary Code, *inter alia*, relegating the Club to the third division (the lowest division in Jordan) and banning the Second Appellant from participating in any sports activities for a period of two years, in addition to imposing certain financial sanctions (the "**Second JFA Disciplinary Committee**").

Decision"). The findings of the Second JFA Disciplinary Committee Decision are as follows (*verbatim* transcription):

“On the light of the produced evidences, it was proved to the Discipline Committee through the complaint filed by Jarash Club and the statements of each of Jarash Club and Dougra Club witnesses, that influence and conspiracy act was attempted on the result of Jarash Club with Dougra Club, which is a violation of article (37) (Illegal influence on matches results).

Further, it was proved that Dougra Club is involved in this violation because it was committed by the Club president and staff. Therefore, the Discipline Committee rules for the following:

- 1. In pursuant to the provisions of article (37/1) of the Discipline Bill Preventing the president of Dougra Club (Mr. Mohammad Al-Shloul) from participation in any activity related to football for two years and making him paying a fine of (10,000) Jordanian Dinars.*
- 2. In pursuant to the provisions of article (37/2/b) of the Discipline Bill, lowering Dougra club football team to the third level league.*
- 3. In Ppursuant to the provisions of article (37/2/b) of the Discipline Bill, crossing out all the results of Dougra Club for the Season 2023/2024 in the second level league clubs.*
- 4. In pursuant to the provisions of article (37/2/b) of the Discipline Bill, making Dougar Club paying a fine of (15,000) Dinars.*
- 5. In pursuant to the provisions of article(37/2/b) of the Discipline Bill, blocking the revenues of the rest participation of Dougra Club in Second Level League Championship for the season 2023 /2024.”*

18. On 4 September 2024, the Appellants appealed the Second JFA Disciplinary Committee Decision.
19. The Appeals Committee rejected the appeal and upheld the Second JFA Disciplinary Committee Decision (the "**JFA Appealed Decision**"). The JFA Appealed Decision was notified to the Appellants on 7 September 2024.

III. Proceedings before the Court of Arbitration for Sport

20. On 29 September 2024, in accordance with Article 150 of the JFA Disciplinary Code and Article R47 of the Code of Sports-related Arbitration (the "**CAS Code**"), the Appellants filed a Statement of Appeal with the Court of Arbitration for Sport (the "**CAS**") and requested, *inter alia*, that the proceedings be submitted to a Sole Arbitrator.
21. Additionally, pursuant to Article 37 of the CAS Code, the Appellants sought the application of provisional and conservatory measures to suspend the enforcement of the Second JFA Disciplinary Committee Decision and the JFA Appealed Decision (collectively the "**JFA Decisions**") pending the CAS' decision in respect of the Present Appeal (the "**Request for Provisional Measures**").

22. On 2 October 2024, CAS counsel wrote to the Parties acknowledging receipt of the Statement of Appeal, in which it provided directions in relation to (amongst other matters) the filing of the Appeal Brief and the Respondent providing its comments on the Appellants' various requests, such as the request for an expedited procedure, the request for provisional measures, and the request for the case to be submitted to a Sole Arbitrator.
23. In accordance with Article R51 of the CAS Code and within the time limit previously extended, the Appellants filed their Appeal Brief on 15 October 2024.
24. On 16 October 2024, CAS counsel wrote to the Parties again to confirm that, as the Respondent remained silent with respect to the composition of the arbitral tribunal and the request to expedite these proceedings, the procedure would not be expedited and in accordance with Article R50 of the Code, it would be for the President of the CAS Appeals Arbitration Division, or her Deputy, to decide on the issue of the composition of the Panel. CAS counsel also acknowledged receipt of the Appellants' Appeal Brief and enclosed it for the Respondent's attention, with directions for the Respondent to submit its Answer within twenty days.
25. On 5 November 2024, the Respondent filed its Answer pursuant to Article 55 of the CAS Procedural Rules. CAS counsel served the Answer on the Appellant and requested the Parties confirm their positions by 12 November 2024 as to whether they would prefer a hearing or for the Sole Arbitrator to issue an award solely on the Parties' written submissions, and whether they would require a case management conference.
26. On 11 November 2024, the CAS granted the First Appellant's Request for Provisional Measures, denied the Second Appellant's Request for Provisional Measures and stayed the JFA Decisions.
27. On 12 November 2024, the Appellants confirmed they would prefer a hearing to be conducted in the present case.
28. On 20 November 2024, CAS counsel acknowledged the Appellants' position regarding the need for a hearing and noted that the Respondent had not provided its position in regards to the same within the prescribed deadline.
29. On 17 December 2024, pursuant to Article R52(4) of the CAS Code, the Respondent wrote to the CAS requesting that the CAS expedite the proceedings for various reasons.
30. On the same date, CAS counsel acknowledged the Respondent's request for expedited proceedings and stated "*[a]s the file is now fully briefed, the Respondent's request appears to be moot, since expediting the procedure would "only" require scheduling a date for a hearing and issuing the (operative part of the) Arbitral Award shortly thereafter*" and therefore, "*[c]onsidering the belated nature of the request, it does not appear necessary, at this stage and as the procedure stands, to implement any particular measure*". Further, the CAS requested the Respondent's position on whether a hearing should take place, and

the Parties' position on whether any such hearing should be conducted in-person or online, by 19 December 2024.

31. On 18 December 2024, the Appellants requested a five (5) day extension to inform the CAS whether they would prefer a hearing to take place in-person or online.
32. On the same date, CAS counsel partially granted the Appellants' request, providing them until 23 December 2024 to submit their response.
33. On 12 February 2025 CAS Counsel issued the Order of Procedure, which was signed by both Parties prior to the hearing.
34. On 21 February 2025, a hearing was held in Dubai, at the offices of law firm Greenberg Traurig Limited. In addition to the Sole Arbitrator and Mr Giovanni Maria Fares (CAS Counsel), the following persons attended hearing (either in person or remotely):

For the Appellants:

- Mr Abdallah Hussein Akla Al Shaloul, Club Administrator and its President
- Mr Mohamed Al Shaloul, the Second Appellant.
- Mr Nasr Eldin Azzam, Mr Abdelrahman Hashish and Mr Hashem Eissa, Counsel for Appellants.
- Messrs Moaz Adnan Hettini, Nashaat Ali Deif, Mohamed Kamel Mohamed Zinat, Abdullah Hussein Akla Al Shaloul, Fares Bani Hani and Mohamed Al Malkawi, witnesses.

For the Respondent:

- Ms Samar Nassar, JFA Secretary General.
 - Mr Flayeh Khseilat — JFA Deputy Secretary General;
 - Mr Ala' Khalifeh and Mr Fuad Qaradeh, Counsel for the Respondent.
 - Mr Fuad Qaradeh — Khalifeh & Partners Lawyers CPSC.
 - Mr Iyad Hamarneh - Khalifeh & Partners Lawyers CPSC.
 - Messrs Nayef Al Thawahreh, Head Coach of Jarash SC, Nayef Al Anbar, witnesses
35. The Parties all confirmed that they had signed the Order of Procedure. The Parties additionally confirmed that they had no objection to the Sole Arbitrator or to proceeding with the hearing.
 36. The Parties were given a full opportunity to present their cases, submit their arguments in opening and closing statements, and to answer the questions posed by the Sole Arbitrator.

37. Before the hearing was concluded, each of the Parties expressly stated that they had no objection to the procedures that had been adopted by the Sole Arbitrator and each confirmed their views that their rights to be heard had been respected.

IV. Submissions of the Parties

A. The Appellants

38. The Appellants' summarised the factual background of the case in the Appeal Brief.
39. The Appellants four grounds of appeal are the following:
- a. The JFA Decisions should be set-aside on procedural grounds.
 - b. The Appellants did not manipulate the Match.
 - c. The JFA's acquittal of Club personnel should lead to the acquittal of the Appellants.
 - d. Article 37 of the JFA Disciplinary Code is not applicable.

The JFA Decisions should be set-aside on procedural grounds

40. The Appellants' arguments are twofold:
- a. The JFA did not discharge its burden of proof.
 - b. The JFA Appealed Decision was rendered without any or sufficient deliberations.
41. The Appellants submit that the burden of proof to show that the Appellants violated Article 37 of the JFA Disciplinary Code rests with the JFA, per Article 121 of the JFA's Disciplinary Code, and the standard of proof to which the JFA must be held is that of "*comfortable satisfaction*" (CAS 2018/A/6075, CAS 2022/A/8651, CAS 2019/A/6344, CAS 2016/A/4650 and CAS 2018/A/5920). The Appellants cited further CAS case law evidencing that "*comfortable satisfaction*" is a higher bar than that of "*balance of probabilities*" but lower than "*beyond a reasonable doubt*", and that a match-fixing charge should require the highest degree of "*comfortable satisfaction*" (CAS 2018/A/5920).
42. The Appellants claim that the JFA did not provide "*any proof*" for the JFA Decisions, namely that the JFA Decisions were "*very vague, unclear, and did not provide any proof that the Appellants violated Article 37 of the JFA Disciplinary Code*".
43. The Appellants further argue that the JFA Decisions were solely based on:
- a. the Legal Notice allegedly affecting the Player's performance in the Match; and
 - b. evidence of Jarash SC's witnesses, mainly Mr Al-Thawahreh.

44. With respect to the Legal Notice, the Appellants argue that Mr Al Shaloul merely fulfilled his duties towards his client as per his client's instructions. With respect to the allegations of match-fixing, the Appellants dispute the allegations and argue that these are random allegations that lacked corroborating evidence and were provided by two witnesses who had a clear direct interest in the case. The Appellants argue that given that the higher burden of proof of "*comfortable satisfaction*", the JFA cannot be deemed to have discharged its burden of proof.
45. Further, as to the allegations of match-fixing, the Appellants argue that the JFA Disciplinary Committee took only three (3) days to review the 35-page appeal brief and render the JFA Appealed Decision. The Appellants submit that the JFA Appealed Decision ought to have been rendered only after more careful consideration and examination, and that this lack of time in deliberation violated provisions of the JFA Disciplinary Code, the Swiss Civil Procedures Code, and the Swiss PILA.

The Appellants did not manipulate the Match

46. The Appellants' arguments are twofold:
 - a. The Second Appellant's serving of the Legal Notice cannot be considered evidence against him.
 - b. The witness statements presented by the Club to the JFA were not afforded the appropriate weight.
47. The Appellants argue that the preparation and issuance of the Legal Notice constitutes a professional act by a lawyer taken on behalf of one of his clients. The Appellants further note that had the Second Appellant not performed that action, he could in fact have been subject to legal liability for failing to fulfil his duties towards his client. In this regard, the Appellants' refer to Article 39 of the Jordanian Lawyering Code which provides that "*a lawyer may adopt any approach he deems successful in defending his client and shall not be held liable for what he presents in written or oral pleadings as required by the right of defense*". Further, had the Second Appellant not sent the Legal Notice, he could have been sanctioned under the Jordanian Lawyering Code, per its Article 63.
48. The Appellants argue that the pursuit of such a lawful act is outside the scope of match-fixing, as Article 37 of the JFA Disciplinary Code provides that match-fixing requires a "*means contradictory to sports ethics*".
49. Further, the Appellants' argue that the Legal Notice merely reminded the Player of an existing obligation to pay a certain debt, and that such a notice should not distract a professional player from performing in a match. The Appellants further argue that the Player "*should be thankful*" that the Second Appellant did not file a claim directly against the Player, as he could have done.

50. As to the match-fixing allegation, the Appellants allege that the Club's representatives' seven witness statements, which generally sought to discredit Mr Al-Thawahreh and support the Second Appellant, were not given sufficient consideration by JFA. The Appellants submit that those seven witness statements were consistent with one another and note that per CAS 2018/A/5641, where a case involves various witnesses whose witness statements are consistent, they are to be deemed as credible and reliable witnesses.
51. The Appellants argue that the witness statements of Mr Al-Thawahreh and the Player are contradictory, inconsistent, and/or wrong, meaning they should be set aside for being unreliable, as was the case in CAS 2018/A/564, where the Sole Arbitrator was not "*comfortably satisfied as to the credibility and reliability*" of inconsistent witness statements.
52. The Appellants argue that references to Mr Al-Thawahreh accepting the loss of the Match by congratulating the Club on social media serves as evidence that Mr Al-Thawahreh was fully aware that the Appellants did not act in any manner that could be construed as including a match-fixing violation. The Appellants further posit that the Player simply created a false story as a desperate attempt to (i) aid Jarash SC in gaining promotion and (ii) excuse his poor performance during the Match. Given that both Mr Al-Thawahreh and the Player have clear motives for accusing the Appellants of match-fixing, the Appellants argue those witness statements should bear less, if any, legal weight.
53. Finally, the Appellants argue that the JFA Decisions merely considered the witness statements of the Player and Mr. Al-Thawahreh (which they contend were not supported by corroborating evidence), as well as the Legal Notice. The Appellants submit that, per CAS 2018/A/5920, while match-fixing cases shall adopt the standard of "*comfortable satisfaction*", the seriousness of the accusation warrants a higher degree of confidence when it comes to quality of evidence, bearing in mind the seriousness of the accusation and the potential severe consequences.
54. Finally, the Appellants argue that Mr Al-Thawahreh has had a long history of corruption.
55. Accordingly, the Appellants argue that the JFA Decisions should be annulled in their entirety for insufficient evidence.

JFA's acquittal of Club personnel should lead to the acquittal of the Appellants

56. The Appellants reference the fact that Jarash SC submitted its claim before the JFA against two other Club personnel, who were summoned as respondents before the JFA Disciplinary Committee, but the latter did not find them guilty of misconduct and did not impose any sanctions on either of them. The Appellants argue that since those individuals

were acquitted of any match-fixing charges in relation to the same incident, the Appellants ought to be acquitted as well.

Article 37 of the JFA Disciplinary Code is not applicable

57. The Appellants argue that even if the Sole Arbitrator were to find that the Appellants attempted to circumvent the outcome to the Match, this is not sanctionable under the JFA Disciplinary Code. They contend this is because Article 37 of the JFA Disciplinary Code deals solely with actual illegitimate influencing of matches.
58. At the hearing, the Appellants' brought a number of witnesses to provide evidence in support of the above arguments, in particular with respect to conflicting evidence in respect of discussions concerning match-fixing.

Request for Relief

59. The Appellants submit the following requests to the Sole Arbitrator:
 - a. To accept their appeal against the JFA Appealed Decision.
 - b. To adopt an award annulling the JFA Appealed Decision as follows:
 - i. To annul and set aside the JFA Decisions in their entirety.
 - ii. To order the JFA to immediately take all necessary steps and procedures to reinstate the Club to the Jordanian First Division.
 - iii. To condemn the JFA to the payment of the whole CAS administration costs and the Arbitrators' fees.
 - iv. To order the JFA to pay CHF 20,000 to the Appellants as contribution towards their legal costs and attorneys' fees.
 - v. To award any such other relief as the Sole Arbitrator may deem necessary or appropriate.

B. The Respondent

60. The Respondent's core submissions may be summarised as follows.
61. The Respondent argues that in rendering the First JFA Disciplinary Committee Decision, the JFA Disciplinary Committee relied on substantial evidence including witness statements from both the Appellants and Jarash SC, as well as the Recordings. The Respondent asked the Second Appellant to provide to the GSD a voice sample to confirm whether or not the Recordings belonged to him, but the Second Appellant refused to do so. The JFA thus provided to the GSD a recording of an interview given by the Second Appellant, and the GSD reviewed the same, and on the basis of that review reportedly

confirmed their finding that the Recordings did in fact include the voice of the Second Appellant.

62. On the facts, the JFA further contends that:

- a. The JFA proceedings actually spanned eight (8) months rather than the three (3) days suggested by the Appellants.
- b. The social media post by Mr Al-Thawahreh congratulating the Club is not credible evidence of anything. Any person subject to association football regulations is bound by an obligation to report any activity involving match fixing, and Jarash SC had, by the time of the social media post, already filed a complaint against the Club and the Second Appellant prior to the holding of the Match.
- c. It was Club personnel who initiated the talks over the Match, not the other way around as the Appellants claim.
- d. The Appellants misrepresented the contents of the Legal Notice and failed to mention that it required the Player to pay 50,000 Dinars as a penalty.
- e. The JFA rejects the claim by the Appellants that the JFA said the Player did not play the Match but rather that he did not *perform* during the Match, which they submit was an impact of being given the Legal Notice.

63. The Respondent responded to each of the Appellants' submissions as follows:

The JFA Decisions shall be set-aside on procedural grounds

64. The Appellants' arguments are twofold:

- a. JFA did not discharge its burden of proof.
- b. The JFA Appealed Decision was rendered without any or sufficient deliberations.

65. As to discharging the burden of proof, the Respondent accepts that the burden of proof rests on the JFA as the national governing federation, and it does not contest the threshold set out by the Appellant. Nevertheless, the JFA maintains that it has discharged such burden of proof because:

- a. The evidence collected and assessed by the JFA Disciplinary Committee, excluding the Recordings, was sufficient to establish the requisite wrongdoing committed by the Appellants, namely a violation of Article 37 of the JFA Disciplinary Code.

- b. The Respondent also relied on witness statements adduced by the Appellants (as well as Jarash SC), within which one Club official admitted that he did in fact offer sums of money to Mr Al-Thahwahreh, albeit "jokingly".
- 66. With respect to the time allocated by the JFA Appeals Committee for deliberations^{43.a}, the Respondent argues that:
 - a. Three days is sufficient time to deliberate and to render a decision, particularly as the JFA had been involved with the case since June of 2024.
 - b. In any case, the Appellants omitted to consider that the members of the JFA Appeals Committee are volunteers and thus are not bound to refrain from working on weekends, which means the deliberation time was in fact more than three days.
 - c. The Appellants' reliance on the Swiss Civil Procedures Code to support its arguments should be disregarded as inapplicable to the case at hand.

The Appellants did not manipulate the Match

- 67. The Appellants' arguments are twofold:
 - a. The Second Appellant's serving of the Legal Notice is not evidence against him.
 - b. The witness statements presented to the JFA were not afforded any or appropriate weight.
- 68. The Respondent does not challenge the fact that a professional lawyer is bound by professional rules governing the legal profession and is required to preserve his client's interests. However, the Respondent argues that the circumstances surrounding the service of the Legal Notice establish the Appellants' conspiracy to influence the Match. The JFA highlighted that the CAS ought to assess the "*cumulative weight*" of the evidence, per CAS 2021/A/8012.
- 69. In respect of such cumulative weight, the JFA explained the circumstances that surrounded the service of the Legal Notice as follows:
 - a. The Legal Notice was served on the Player two days before the Match despite the Second Appellant's admission that he had been retained by his client for over one (1) year and that the Player's contract with the Agent had been terminated for over a year.
 - b. No legal action was taken before or after the service of the Legal Notice.
 - c. A conversation took place between the technical director of the Club and the Player over the Legal Notice.

70. As to the consideration of witness statements submitted to the JFA Disciplinary Committee, the Respondent points out that the JFA Disciplinary Committee Decision directly refers to the witness statements of the Appellants, so it is incorrect to suggest that those statements were neglected.
71. In respect of the Appellant's claim that Jarash SC's witness statements should be disregarded on the grounds of contradiction, falsehood and/or vested interest, the JFA submits that:
- a. The Player's statement is not contradictory. Instead, the Appellants have misconstrued his statement.
 - b. The Appellants are likewise seeking to rely on statements from their own personnel, so it could also be said that they have a vested interest.
 - c. In any case, per Article 119 of the JFA Disciplinary Code, "*Judicial Bodies shall have absolute discretion in connection with the evidence...a decision shall be rendered based on personal convictions*". Thus, the JFA is permitted to examine all of the evidence presented and use its discretion to decide the evidence on which it wishes to rely.
72. The Respondent contends that the Appellants have not submitted cogent evidence in support of their claim about Mr Al-Thawahreh's previous conduct. Further, the Respondent argues that the Appellants' unverifiable witness statements demonstrate that the witnesses have a "*personal issue*" with Mr Al-Thawahreh, especially given that he had filed a criminal case against both Club witnesses. Finally, the Respondent contends that if these were in fact legitimate concerns, the Appellants ought to have filed a claim in respect of Mr Al-Thawahreh's alleged corruption.

The JFA's acquittal of Club personnel should lead to the acquittal of the Appellants

73. The Respondent submits that Club personnel were neither declared innocent nor acquitted of any wrongdoing in the JFA Appealed Decision. The fact that penalties were not imposed on them does not make them innocent and, therefore, it does not follow that the Appellants should also be found free from any wrongdoing.

Article 37 of the JFA Disciplinary Code is not applicable

74. The Respondents argues that the Appellants have distorted the text of Article 37 of the JFA Disciplinary Code. The JFA claims that the offence intended by Article 37 is a "*conspiracy for the purpose of influencing*" the outcome of a match. It follows that the offence is committed for the mere conspiracy and/or attempt to influence the outcome of the Match and, contrary to what the Appellants allege, the Article does not in fact require actual influence to be proven in order for the offence to have been committed.

75. In the alternative, the JFA submits that, per Article 7.2 of the JFA Disciplinary Code, *"Attempts to commit offences shall be sanctionable, and the committee [the JFA Disciplinary Committee] may reduce the penalty designated for the original act provided that it shall not, in any case, be less than the minimum fine"*. Further, per FIFA's Disciplinary Code (2023 version), the offence of manipulation includes direct and indirect acts or omissions to manipulate, conspire or attempt to do so by any means.

Requests for Relief

76. The Respondent submits the following requests for relief to the Sole Arbitrator:
- a. To dismiss the appeal presented by the Appellants in these proceedings:
 - b. To uphold the JFA Appealed Decision.
 - c. To order the Appellants to forthwith pay all of the Respondent's costs, expenses, the Sole Arbitrator's fees and attorneys' fees arising out of these proceedings including any and all of the expenses, fees and costs of the CAS.

V. Jurisdiction

77. Article R47 of the CAS Code provides as follows:

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

78. Article 150 of the JFA Disciplinary Regulations provides as follows:

"Without prejudice to whatever mentioned in the regulations of both the Jordanian Sports Arbitration Authority and the Court of Arbitration for Sport ("CAS"):

1. *The Jordanian Sports Arbitration Authority – if existent – and the Court of Arbitration for Sport (CAS) are competent to examine any appeal against any final decision rendered by any of the JFA's bodies and committees with exception to appeals pertaining to violations of the Rules of the Game or suspension from playing for up to four matches or three months.*
2. *If the Jordanian Sports Arbitration Authority exists, the final decisions rendered by the JFA and its committees may not be appealed before the Court of Arbitration for Sport (CAS) unless the appeal before the Jordanian Sports Arbitration Authority is exhausted."*

79. As the Jordanian Sports Arbitration Authority has not been established and does not exist, the CAS is responsible for hearing appeals of the JFA.
80. The jurisdiction of the CAS is not contested by the Parties and is further confirmed by the Order of Procedure dated 12 February 2025 duly signed by the Parties.
81. It follows that the CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. Admissibility

82. 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."

83. The Appealed Decision was notified to the Appellants on 7 September 2024, and the Appellants submitted the Statement of Appeal on CAS on 29 September 2024, being 28 September 2024 a national holiday in Egypt (where the Appellants' counsel are located).
84. The admissibility of the Appeal is not contested by the Respondents. It follows that the Appeal is admissible.

VII. Applicable Law

85. 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."

86. In their pleadings, the Parties did not comment explicitly on the law that should be applicable to the dispute.
87. Based on the above, the Sole Arbitrator finds that the dispute shall be primarily governed by Jordanian law and, subsidiarily, by Swiss law.
88. That said, the Sole Arbitrator, reserves the possibility, should the need arise, to apply additional rules he deems appropriate.

VIII. Merits

89. Whilst the Parties have adduced various arguments both in written pleadings and at the hearing, the main issues to be determined by the Sole Arbitrator are as follows:

- A) What is the applicable standard of proof and with whom does the burden rest?**
- B) To find a violation of Article 37 of the JFA Disciplinary Code is successful match influence required?**
- C) Was that burden of proof discharged?**

A. What is the standard of proof and with whom does the burden rest?

90. As to the standard of proof, the Sole Arbitrator observes that the Parties agree that the burden of proof lies with the Respondent (as confirmed by Article 121 of the JFA's Disciplinary Code) and that the applicable standard of proof shall be one of "*comfortable satisfaction*".
91. The Sole Arbitrator is comfortable, as argued by the Appellants, that case law establishes that "*comfortable satisfaction*" is a higher bar than the principle of "*balance of probabilities*" but lower than "*beyond a reasonable doubt*".
92. The Appellants further argue that a match-fixing charge shall particularly be dealt with on the "*highest degree of the 'comfortable satisfaction'*" (CAS 2018/A/5920). In that case, the panel stated "*this does not mean that there is some sort of 'sliding scale' within the standard of 'comfortable satisfaction' depending on the seriousness of the charge, but that in case of serious allegations, the adjudicatory body should have a high degree of confidence in the quality of the evidence*".
93. Therefore, the Sole Arbitrator accepts that the charge in the matter at hand is serious and that the consequences for the Club and Mr Al Shaloul would be severe if the charge is established. The Sole Arbitrator, however, does not find that this should lead to a higher standard of proof than "*comfortable satisfaction*" being applied, but that there should be a high degree of confidence in the quality of the evidence for such a finding.

B. To find a violation of Article 37 of the JFA Disciplinary Code, is successful match influence required?

94. The Appellants' contention that they cannot be held liable for a violation of Article 37 of the JFA Disciplinary Code because it is not contentious that there was no effective influence over the Match, the Sole Arbitrator finds to be incorrect. Rather, an appropriate reading of Article 37 is that the mere conspiracy and/or attempt to influence the outcome of the Match, if substantiated, would be sufficient to constitute a violation. Specifically, Article 37 does not in fact require actual influence to be proven in order for a violation to have been committed.

95. The scourge of match manipulation is a serious matter and good governance makes clear that an inchoate offence is sufficient in of itself to constitute a violation. Further voice to this intention can be found in Article 7.2 of the JFA Disciplinary Code, "*Attempts to commit offences shall be sanctionable...*", also FIFA's Disciplinary Code (2023 version), notes that the offence of manipulation includes direct and indirect acts or omissions to manipulate, conspire or attempt to do so by any means.

C. Was that burden of proof discharged?

96. The Appellants argued that the JFA Decisions merely considered the witness statements of the Player and Mr Al-Thawahreh (which, they submit, were not supported by additional corroborative evidence), as well as the Legal Notice.
97. The Respondent referred at a high level to the evidence collected and assessed by the JFA Disciplinary Committee, which included witness statements adduced by the Appellants and Jarash SC, and emphasised that (even when excluding the Recordings) such evidence was sufficient to establish a conviction of the wrongdoing committed by the Appellants.
98. The Sole Arbitrator finds that whilst the witness evidence can be construed to include certain concerning comments and interchanges between individuals that may have been imprudent given the timing of the Match, the multiplicity of perspectives, clear contradictions and inconsistencies as well as significant potential vested interests on both sides can equally be construed differently. For example, whilst the witnesses from both sides confirmed that various conversations were taking place between personnel from the Club and Jarash SC, it is difficult to say with any degree of certainty which of those conversations were in jest only, and whether any were inappropriate and material enough to discharge the high standard of proof. Accordingly, taken in all the circumstances, the Sole Arbitrator finds this evidence does not rise to the level required such that an adjudicatory body can have a high degree of confidence in the quality of that evidence.
99. As to the Recordings, the Sole Arbitrator is satisfied that pursuant to the general duties of good faith and respect for the arbitral process, a party to an arbitration generally should not be permitted to submit illegally obtained evidence, and thus such material may be deemed as inadmissible by the arbitral tribunal (cf. Berger/Kellerhals, *International Arbitration in Switzerland*, 2nd ed., London 2010, p. 343).
100. However, the admissibility or inadmissibility of unlawful evidence is the result of a balancing of different legal aspects and interests (CAS 2009/A/1879 para. 69). The Sole Arbitrator accepts that he has a discretion to permit the Recordings into evidence if he considers that their probative value outweighs any potentially legally protected interests of those on the Recording that may be at issue (CAS 2020/A/6753 para. 98). Even illegally obtained evidence may be admissible if the interest of finding the truth prevails (Art. 152, 168 Swiss Code of Civil Procedure; Hafer, *Commentary to the Swiss Code of Civil Procedure*, 2nd ed., para. 8; Berger/ Kellerhals, *International and Domestic Arbitration in Switzerland*, 3rd ed., p. 461. CAS 2016/A/4480 para. 76.).

101. The Sole Arbitrator is not convinced that the Recordings are of such probative value that they should be permitted into evidence in the present case. Even if the Sole Arbitrator thought differently, and assuming the Recordings do include a voice belonging to the Second Appellant, the Sole Arbitrator has not been drawn to or provided with sufficient evidence to establish, to a comfortable satisfaction, that such conversations confirm the Second Appellant conspired to manipulate the outcome of the Match in violation of Article 37 of the JFA Disciplinary Code.
102. Whether greater attention drawn to specific elements of the witness evidence (including the Recordings) could have impacted the perception and clarity of the cumulative evidence is not at issue. On the basis of the evidence adduced and the arguments proffered, the Sole Arbitrator is not comfortably satisfied as to the credibility and reliability of inconsistent witness evidence. The Respondent did not satisfy the high standard of proof that was incumbent on it to satisfy a violation of Article 37 of the JFA Disciplinary Code.
103. Therefore, the Sole Arbitrator's view is that the Respondent has not discharged the required burden of proof.

IX. Costs

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Dougra Club and by Mr Mohammad Al-Shloul on 1 October 2024 is upheld.
2. The decision rendered by the Appeal Committee of the Jordanian Football Association on 4 October 2024 and the decision rendered by the Disciplinary Committee of the Jordanian Football Association on 22 August 2024 are set aside.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Operative part of the Award notified on 7 March 2025

Date: 28 October 2025

THE COURT OF ARBITRATION FOR SPORT

Steven Bainbridge
Sole Arbitrator