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ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President:	Mr Stephen Sampson, Solicitor, London, United Kingdom
Arbitrators:	Mr Petros C. Mavroidis, Professor, Columbia, United States of America
	Mr José J. Pintó, Attorney-Law, Barcelona, Spain
Clerk:	Ms Alexandra Veuthey, Attorney-at-Law, Lausanne, Switzerland

in the arbitration between

Poalei Tel Aviv Holdings Ltd, Tel Aviv, Israel

Represented by Mr Joseph Gayer and Mr Omri Applebaum, Attorneys-at-Law with Gornitzy & Co. in Tel Aviv, Israel

- Appellant -

and

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Alexander Jacobs and Ms Cristina Pérez González, Senior Legal Counsels, FIFA Litigation Department, Coral Gables, United States of America

- Respondent -

I. INTRODUCTION

1. The present Arbitral Award deals with six appeal proceedings involving the same Parties, which, however, are independent from each other (the "Appeals"). Given that they involve the same issues, the Parties agreed to submit them to the same Panel in accordance with Article R50 of the Code of Sports-related Arbitration (the "CAS Code"), to be heard together in a single audience and adjudicated in a single award. Therefore, the present Arbitral Award embodies the grounds and the findings of all the Appeals. Where necessary, the Panel will explicitly refer to the single appeal procedure and case number. If not stated otherwise, the below considerations shall apply to all the Appeals.

2. The Appeals were filed against six separate decisions (the "Appealed Decisions") of the FIFA Disciplinary Committee (the "FIFA DC"), by means of which "Poalei Tel Aviv Holdings" was found guilty of failing to comply with five previous decisions of the FIFA judicial bodies ("the Infringed Decisions") and with one award rendered by the Court of Arbitration for Sport (the "CAS"), all of them of financial nature. Specifically, the Infringed Decisions and CAS award ordered the payment of certain amounts (the "Debts") to third parties ("the Creditors").

3. In particular, the Appealed Decisions are the following:

   i. Decision FDD-12648 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10114) regarding the non-fulfilment of the decision of the Single Judge of the Players' Status Committee of FIFA ("FIFA PSC") of 6 March 2018.

   ii. Decision FDD-12650 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10117) regarding the non-fulfilment of the decision of the FIFA Dispute Resolution Chamber ("FIFA DRC") of 31 October 2019.

   iii. Decision FDD-12651 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10118) regarding the non-fulfilment of the decision of the FIFA DRC decision of 7 June 2018.

   iv. Decision FDD-12652 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10119) regarding the non-fulfilment of the decision of the FIFA DRC of 11 April 2019.

   v. Decision FDD-12654 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10121) regarding the non-fulfilment of the decision of the FIFA PSC of 12 August 2016.

vi. Decision FDD-13657 of the Deputy Chairperson of the FIFA DC of 31 July 2023 (CAS 2023/A/10122) of 24 July 2018 regarding the non-fulfilment of the CAS award of 24 July 2018.

4. The six disciplinary proceedings conducted by the FIFA DC due to the non-fulfilment of the Infringed Decisions and related CAS award will be hereinafter jointly referred to as the "Disciplinary Procedures".[1]

II. THE PARTIES

5. Poalei Tel Aviv Holdings Ltd (the "Appellant" or "Poalei Tel Aviv", also referred to as the "Nissanov Group") is the legal entity owning and operating the Israeli club Hapoel Tel Aviv FC (the "Football Club"), which is affiliated to the Israeli Football Association ("IFA") and participates in the "Liga Leumit", the second division of professional football in Israel.

6. Poalei Tel Aviv succeeded Harel Holdings – Hapoel Tel Aviv Football Club Ltd. ("Harel Holdings", in liquidation), which was created in September 2008 and owned the Football Club until January 2017.

7. The Fédération Internationale de Football Association ("FIFA" or the "Respondent") is the international governing body of football at worldwide level, and has its headquarters in Zurich, Switzerland.

III. BACKGROUND

8. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and the evidence adduced by them. 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 Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in these six proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

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1 Four other appeals, docketed under CAS 2023/A/10113, 10115, 10116 and 10120, were withdrawn after the exchange of written submissions and hearing following the conclusion of settlements with the Creditors. They are not addressed in this Award and resulted in separate awards on costs.

A. Harel Holdings' insolvency proceedings

9. On 12 December 2016, upon the request of Harel Holdings, the District Court of Tel Aviv-Jaffa (the "District Court") issued a "stay of proceedings order" by means of which the District Court ordered the stay of all the proceedings that were being conducted against Harel Holdings and opened insolvency proceedings against it. In this same order, the District Court appointed two Trustees in the insolvency proceedings (the "Trustees") who were authorised to take steps to examine the feasibility of, and formulate a, creditors' arrangement.

10. On 13 December 2016, the District Court upheld the request of the Trustees to open a tender to invite investors to submit bids for the acquisition of the footballing business, rights and assets within the insolvency proceedings, since it was not possible to maintain the activity of the Football Club due to the lack of economic resources of Harel Holdings. The last day fixed for the submission of bids was 27 December 2016.

11. On 27 December 2016, the Trustees submitted a report to the District Court informing it that no offer had been received for the acquisition of the "Hapoel Tel Aviv FC" business. Furthermore, given the lack of economic resources of Harel Holding and its lack of capacity to maintain the activity of the Football Club, the Trustees requested that the Court open liquidation proceedings. The District Court called the parties for a hearing to be held on 4 January 2017, to discuss the Trustees' request.

12. On 3 January 2017, the Trustees filed an additional report, informing the District Court of two offers that had been received from two different groups of investors: the "Nissanov Group" and the "Amrani Group", requesting the Court to approve one of the offers to acquire the activities of the Football Club. In their report, the Trustees emphasised that the difficulty in finding a purchaser for the Football Club was primarily due to the extent of the debs that Hapoel Tel Aviv FC had incurred as a result of judgments and arbitration awards that were issued against it by various tribunals abroad, including FIFA and CAS, as well as claims from abroad, which were assessed by them in a sum of about 30 million of shekels (hereinafter referred to as "NIS").

13. The bid of the Nissanov Group (the "Nissanov Offer") included a section 4h, which reads in its relevant part as follows (emphasis added):

> *"It is also known to the undersigned that there are judgements of the CAS (the Court of Arbitration of Sport) and of the Court of Arbitration of FIFA against the Club and/or the team and/or the Companies, and that pending legal proceedings are being conducted against them, and there are also pending demands, all of which are in respect of debts and/or causes of action and/or events relating to the activities of the Companies prior to the purchase (hereinafter. "Claims Abroad") and that it is my responsibility to examine the legal or general implications of the judgment and/or the pending proceedings.* […]

Against the Offeror's agreement to attempt to contend with debts to an estimated extent of approximately NIS 30 million of Claims Abroad and ***subject to the condition that he will be obliged to pay amounts in actual practice accordingly****, therefore upon and after approval of the Offer by the court, the Trustees will assign to the Offeror the following rights* […]*".*

14. On 4 January 2017, a hearing was held in the District Court to consider several applications relating to the continuation of the insolvency proceedings, including whether a creditors' arrangement should be ordered, whether an application for the appointment of a provisional liquidator should be granted, and whether, as recommended by the Trustees, a sale of the activities of the Football Club to the Nissanov Group should be approved. In this hearing the Trustees and the representatives of Harel Holdings, the Nissanov Group, the Amrani Group and the IFA intervened. At the end of the hearing, the Judge of the District Court concluded that *"[t]here is no place for an arrangement with creditors proceeding"* and *"[t]here is no alternative to the trustees' position but to go through with the sale within the framework of the liquidation proceedings"*.

15. The District Court therefore issued a decision (the "Liquidation Order") by means of which it ordered the provisional liquidation of Harel Holdings and approved the Nissanov Offer for the acquisition of the Football Club's activities. Furthermore, the District Court appointed the Trustees as liquidators of the Harel Holdings (hereinafter, the "Liquidators" or the "Trustees", equally). In its relevant part, the Liquidation Order reads as follows (underlining added):

"[…]

Background

*The company "**Harel Holdings – Hapoel Tel Aviv Football Club Ltd**." (hereinafter: "**the Club**") owns the rights of management of the Hapoel Tel Aviv Football Club. The Club, which was founded in 1923, is one of the longest-established clubs in Israel and has won many titles and is also supported by a group of supporters numbering tens of thousands of people. The Club operates youth sections over the country in which thousands of children play, and these are managed by the company "**Harel Holdings Hapoel Tel Aviv Youth Team Ltd**." (hereinafter: "**the Youth Club**"). As a consequence of financial difficulties and severe cash flow problems, the Club filed an application for the grant of a stay proceedings order. In the application it was contended that the Club's debts amount to about NIS 100 million and according to the Club's financial statements as at 31st May2016 there is a deficit of approximately NIS 98 million. On 12th December 2016 a stay of proceedings order was granted by me on the grounds set forth in the decision and I will not repeat these things here (hereinafter: "**the Stay of Proceedings Order**"). I appointed Adv. Shaul Kotler and Chen Bardichev C.P.A. as trustees in the stay of proceedings (hereinafter: "**the Trustees**") and among other things I authorised them to take steps for formulating an arrangement with creditors and to examine the feasibility thereof. (…)*

On 13th December, 2016 I upheld an application by the Trustees to publish an invitation for the submission of bids for acquisition of the Club by an investor, since it was not possible to go on operating the Club except by way of deficit operation. The application was supported with consent of the Official Receiver. I would add that according to the notices, the publication of which the Trustees initiated, the last date for submission of bids was fixed as being 27th December 2016.

[…]

Discussion and decision

The court record of the hearing which was held in the stay of proceedings files must be regarded as also being the record in the liquidation files by virtue of the fact that in the scope of the hearing the parties expressed their views on the liquidation proceedings and the sale of the activities of the Clubs.

[…]

Sale of the Clubs' activities

As already mentioned, two offers were submitted to the Trustees for the acquisition of the Club's activities, one being of the Nissanov Group and the other of the Amrani Group. The Trustees recommended to the court to approve in principle a sale of the Companies' activities in the Clubs, because otherwise irreparable damage would be caused, by virtue of the fact that the Companies will not be able to continue to run their business and the Clubs are liable to severe sanctions as prescribed, inter alia, in the constitution of the Football Association. In the scope of these sanctions: a deduction of points, relegation to lower leagues and so forth. The position taken by the Trustees has not been rebutted and it is also supported by the Official Receiver and as stated by counsel for the Official Receiver in the things he said at the hearing.

I have been persuaded that there is indeed extreme urgency for deliberating and deciding on the application for the sale of the Company's rights in the Clubs, because otherwise irreparable damage will be caused. There is no money in the coffers of the Companies through the holders of office which could enable a continuation of the Companies' activities and only a sale of the rights will save the Football Clubs, both of the senior team and also of the youth team.

I have examined the offers which have been put forward also in light of the clarifications and agreements that were given during the course of the hearing and as emerge from statements made by the parties' attorneys. In this regard, I would emphasize that the Nissanov Group is, as already mentioned, not adamant about the suspensive condition to its offer in regard to the non-deduction of points, although it reserves its rights to take proceedings in this connection before the judicial institutions of the Football Association and as specified in the constitutions, all according to law, and it acted wisely in taking this stance. I would further mention that it was explained that the Nissanov Group will continue the operation of the Clubs, including employment of the players, all in accordance with the outlines set forth in the offer and in the

scope of this also what is stated in Paragraph 4A regarding the continued employment of the players.

I accept the Trustees' recommendation as to the preferability of the Nissanov Group's offer over that of the Amrani Group, with this being on the strength of a number of advantages in the first offer over the second offer, and I will particularize on this:

The Nissanov Group deposited a sum of NIS 1 million as security for performance of its obligations, whereas Amrani Group did not deposit any amount to secure the implementation of its offer.

The Amrani Group requested an extension of time to study and examine the obligations it is due to assume as stated in Paragraph 3e of the offer, according to which, and in the course of it reserving the right to withdraw the offer within 15 days from the date written notice is given to the Trustees after the examinations that it will carry out. As opposed to that, the Nissanov Group's offer does not allow the bidder to withdraw its offer.

The Nissanov Group has, as stated, taken upon itself the handling and the responsibility with regard to the judgements and the claims abroad, whereas in the Amrani Group's offer responsibility for the debts and the demands in respect of claims abroad will fall on the coffers of the liquidation, and as stated in Paragraph 3g of the Nissanov Group's offer. This aspect is of a very material nature because it reflects the assuming of a possible obligation running into tens of millions of shekels.

The Nissanov Group will operate the Clubs immediately, as distinct from the Amrani Group, in case of which the operation by it is not immediate.

All the aforesaid considerations tip the scales towards accepting the bid by Nissanov Group instead of the bid of the Amrani Group.

Conclusion

Based on everything stated above, I direct as follows:

1. […]

2. I direct the setting aside of the interlocutory injunction that was given by me on 12th December 2016 in regard to the deduction of points, but the revocation of the order will come into force on 9th January 2017 in order to give the Nissanov Group time in which to lodge an application on this issue with the judicial institutions of the Football Association. This decision does not have the effect of deciding anything on the merits of the arguments.

3. There is no option other than to grant a provisional liquidation order for the Club and for the Youth Club. I appoint Adv. Shaul Kotler and Chen Bardichev C.P.A. as provisional liquidators. The appointment is conditional on the lodging of a personal undertaking in a sum of NIS 150,000 by each of the provisional liquidators in each of the two court files.

4. All the proceedings against the Clubs are stayed and no proceedings may be commenced against the Clubs, except foreign claims as defined above, in relation to which the arrangements as set forth in the offer and in the decision will apply.

5. […]

6. I give approval to the Trustees to sell the activities of the Clubs to the Nissanov Group in accordance with the offer submitted by the Nissanov Group and in keeping with the clarifications that were given at the hearing and as stated in the court record and in the decision above. During the interim period, namely from the date of this decision and until the necessary approvals are received by the Football Association, the parties will act in accordance with the mechanism that was agreed at the hearing, and as mentioned in the statements of Adv. Kotler shortly after the intermission in the court hearing. It is expected that all the parties will act in cooperation in order to make the necessary transfer of the rights in the Clubs to the acquiring group as soon as possible […]*".*

16. On 8 January 2017, the General Counsel of the IFA sent an email to the Head of the FIFA DC informing it about the Liquidation Order issued by the District Court on 4 January 2017, and of the fact that *"the activities of the club and part of its assets, including its rights of participation in the IFA competitions were sold to a new entity free of any previous debts as is the normal and usual case under insolvency laws in Israel. However, the new owners are still in the process of receiving the IFA confirmation to the acquisition, subject to the terms and conditions of the IFA statutes* […]*".*

17. On 16 January 2017, the IFA sent correspondence to FIFA informing it about the liquidation of Harel Holdings and the fact that the "Hapoel Tel Aviv FC" business had been sold to a new entity which had become a member of the IFA and was going to operate the Football Club. This correspondence reads as follows (emphasis added):

"Dear Sir & Madam,

I refer to your letters dated 16 December, 2016 (Ms. Solémalé) and 4 January 2017 (Mr. Blondin) in respect of our affiliated club Hapoel Tel Aviv FC.

As you were informed by the trustees under bankruptcy proceedings in their letters dated 15 and 18 December 2016, on 12 December 2016 the Honorable President of the Tel Aviv Jaffa District Court, Justice Orenstein, issued a Temporary Order for the freezing of all the proceedings against the Harel Holdings – Hapoel Tel Aviv Football Company Ltd. (The legal entity which holds and operates Club Hapoel FC). This was made within Bankruptcy proceedings initiated by the club.

Following this Order and as expected from them, the trustees tried to reach a creditors' settlement, while at the same time an effort was made to find a new entity that would be willing to acquire the activities of the club. However, these efforts as such did not succeed.

As a consequence of this situation, the trustees had no other choice but to approach again the courts asking for a liquidation order for the company while at the same time they succeeded, in the last moment, to ***find buyers that were willing to buy the activities of the club, including the right of the club to participate in the Israel Championship****.*

On January 4, after a long court hearing, the court indeed decided to issue a liquidation order which means that ***the company (Harel Holdings – Hapoel Tel Aviv Football Company) will be liquidated and actually will cease its activities*** *and therefore the Club under this structure went on bankruptcy.*

The activities of the club were sold to a new entity who will from now on operate the club. *This is still subject to the approval of a special committee in the IFA designated for the approval of changings of ownership in clubs.*

We hereby attach, as requested in FIFA's letter of 4 January, the full text of the Decision and Judgement of the Tel Aviv Jaffa District Court, translated into English, as well as a copy of the original decision in Hebrew.

Answering your specific questions in both letters we would like to clarify that the ***new entity that acquired the activity of the Club is now a member of IFA and as such that will operate the club Hapoel Tel Aviv FC****. Thus, the club under the new legal structure continues to be affiliated to the IFA and continues to participate in the competitions of the IFA. However, in accordance with the IFA Statutes, 9 points were deducted from the points achieved by the club in the 2016/2017 season.*

Furthermore, in order for you to have the full picture of the legal situation we would like to stress the following:

Under the laws of the State of Israel, in such circumstances all the debts that arose before the date of the issuing Liquidation Order as part of the Bankruptcy proceedings remain as debts of the legal entity which is now under bankruptcy, while the new buyers of the activities of the club acquired the club free of any previous debts. Therefore the creditors of these previous debts are not considered creditors of the new entity but should address any claim to the liquidators within the bankruptcy proceedings.

One of the duties of the liquidators is to try and collect any possible amounts owed to the entity under bankruptcy or to sell assets of the legal entity under bankruptcy – if exists – and if any such amounts are indeed collected they are supposed to be distributed between the different creditors based on the rules for distributing such amounts subject to the Israeli laws and regulations governing the way of distributing such funds. However, as I said, the new legal entity acquired the activities of the club and will continue to operate the club free of any duty to bare such previous debts whatsoever.

During the hearing that took place on January 4th, and commenting on the request of the counsel of some foreign creditors (ex-coaches of the club) the honorable Chief Justice of the District Court clarified that the status of these foreign coaches as creditors is exactly equal to any other

creditor as there is no possibility to give them any preference under the Israeli law over all the other creditors of the club. Furthermore it was clarified by the honorable Chief Justice of the District Court that preferring one type or group of creditors over the others is forbidden under Israeli law.

As far as we understand, based on the above circumstances as well as other arguments, IFA and the club will maintain the position that any pending proceedings (either at the DRC, PSC or Disciplinary Committee) should be closed by FIFA, Also based on Article 107 (b) of the FIFA Disciplinary Code. In this aspect please see the attached letter sent by the counsel of the Club under its new structure and a letter by the liquidators of the club. […]*"*

18. Furthermore, with its letter of 16 January 2017 to FIFA, the IFA forwarded the following letters:

- A letter from Hapoel Tel Aviv's counsel, acting on behalf of Poalei Tel Aviv, submitting that *"any claims regarding the period prior to January 4 2017, should be addressed to the liquidator"* of Harel Holdings and requesting *"to close the* [disciplinary] *proceedings as well as any proceedings pending at the DRC and the PSC"*.

- A letter from the Liquidators addressed to FIFA in the following terms:

  "Following your correspondence dated 4 January 2017, we are hereby to address you as follow:

  A. Order of Liquidation by Israeli Court

  1. Following the temporary order of 6 December 2016, on 4 January 2017 Tel Aviv-Jaffa District Court ordered the ***liquidation-bankruptcy*** *of Harel Holdings Hapoel Tel Aviv FC Ltd. (Hereinafter:* ***"The Debtor"****).*

  2. As the debtor in liquidation proceedings according to Israeli law (chapter 267 to Israeli Company Law and similar to article 206(1) of the Swiss Bankruptcy Act), it is forbidden to carry on or to start any proceedings against the debtor. Furthermore it is forbidden by law to pay to a certain creditor and to prefer one over the other.

  The only action that a creditor may peruse is to submit in the Liquidator's offices and in the office of the Israeli official receiver a statement of claim.

  3. Hence, all proceedings must be closed immediately and shall be deemed baseless under article 107(b) to FIFA Disciplinary Code. FIFA shall address the Claimant to submit his claim against Debtor at the Liquidator as any other creditor.

B. <u>Liquidation affects Israel Football Association Registration</u>

4. Due to the dissolution procedure, "Harel Holdings Hapoel Tel Aviv FC Ltd" is no longer affiliated to the Israel Football Association (IFA).

5. On account of the above, FIFA cannot deal with cases involving clubs with are not affiliated to their association any longer. Therefore, with all due respect, it does not appear to be in a position to intervene in this matter.

6. Following Israeli Court's liquidation award, a new company is soon to be approved by IFA as an affiliated member at the IFA. The new company has taken over team's activity, including the right to participate in Israeli Premier League, all under the sanctions imposed in accordance with IFA laws and regulations.

In accordance with Israeli Court's award, no further sanctions but the ones required by law are to be taken above those which were already taken against the new company.

*7. New company shall suffer also the sportive sanctions under IFA rules. As for example, **<u>IFA already deducted 9 league points from the points already aggregated by them</u>**.*

However, it fundamentally trusted court's award, and relied upon all laws and regulations. It shall be noted that no rule of the IFA requires a new company, as new licensee by IFA to assume debts of any previous licensee.

8. New company, if and once approved by IFA, was neither relevant at the time giving rise to the dispute nor at the time of the DRC proceedings were commenced and is therefore exempt from every claim related to this matter.

9. Israeli insolvency law and liquidation process is recognized worldwide as part of a common agreed insolvency process. Courts around the world recognize and respect Israeli courts decisions. In Israel only a district court is able to take decisions in insolvency law. In this matter of the liquidation of the club dealt with the chief justice of the Tel Aviv district court. A very notable judge with vast experience in insolvency law.

10. For example in the matter of the liquidation of the global group of better place the Delaware court acknowledged the authority of the Israeli court and decided that the foreign main proceeding will be the Israeli liquidation proceeding. In this aspect the Delaware court ordered that the creditors of better place Inc. a Delaware corporation will have to submit in Israel a statement of claim and will not be entitled to run proceedings in the US. In this aspect we as liquidators believe that FIFA should recognize and respect the Israeli insolvency proceedings and thus closing all proceedings against the club.

11. Furthermore the reason for the FIFA rules about foreign players is to avoid the situation that the foreign player will be in a disadvantaged situation in collecting the debt. The situation in Israeli insolvency law is totally different. The law gives the same option to all creditors both Israeli or foreign. All that is needed to do is to submit a statement of claim.

It is simple for that can be submitted online or through email. No need to be present in Israel. You don't need to hire a lawyer to do so and the liquidators will assist any foreign creditor in doing so.

12. The Liquidators are collecting money and assets that belong to the club and conducting claims etc. usually in insolvency proceedings it is possible to pay to creditors about 10 up to 20 % of the debt. On this case however based on preliminary checks run by the liquidators we believe that a larger % will be available for the creditors.

13. In view of all the said above we truly believe that FIFA should recognize the Israeli law and that all creditors should submit a statement of claim and avoid using FIFA proceedings against the club.

C. Prayers for Relief

14. In light of new order by Israeli Court 4 January 2017 the proceedings shall be closed. FIFA is requested to avoid from any disciplinary sanction against the team and to decide not to intervene in this case any longer. […]*"*

19. On 20 February 2017, Poalei Tel Aviv became a member of the IFA.

20. On 16 March 2017, Hapoel Tel Aviv's counsel informed the FIFA DC about the changes made in "Hapoel Tel Aviv FC" following the commencement of the liquidation proceedings. He also requested the closure of all the procedures that were being conducted by FIFA due to the insolvency proceedings pending before the District Court.

21. On 12 September 2019, on behalf of Harel Holdings, the Liquidators filed a claim for damages before the District Court against (i) the former owners of Harel Holdings, (ii) the IFA, (iii) the Chairman of the IFA's Budget Control Authority and (iv) two insurance companies, claiming a compensation in amount of NIS 77,986,225 for the damages derived from the insolvency of Harel Holdings.

22. On 7 March 2023, Poalei Tel Aviv, upon the FIFA DC's request, indicated that *"all foreign creditors of Harel Holdings"* had been included in the *"liquidation proceedings still underway"*, and that a *"hearing would be held on 13 March 2023"* at the District Court in order to decide on *the issue* [*of*] *whether Poalei Tel Aviv should bear the payments of the debts to Harel Holdings'* […] *foreign creditors"*.

23. On 27 March 2023, the District Court referred the relevant stakeholders to mediation, the terms of which were agreed in writing the following month.

24. On 28 May 2023, the IFA provided FIFA, *inter alia*, with a list of creditors which had been submitted to the District Court with respect to the liquidation proceedings of Harel Holdings, acknowledging that it was updated by the Liquidators from time to time.

25. On 26 November 2024, according to the Appellant, a separate hearing opposing the Liquidators and two previous individual owners of the Football Club was due to take place in relation to the Nissanov Offer and connected matters.

26. All these proceedings are still pending at the time of issuance of the present Award.

B. Procedural history

- ***The First Appealed Decision: CAS 2023/A/10114***

27. On 6 March 2018, the Single Judge of the FIFA PSC issued a decision by means of which it decided, *inter alia*, that "Hapoel Tel Aviv FC" had to pay to Belarusian club Bate Borisov FC ("Bate") the amount of EUR 100,000, plus 18% interest *p.a.* as from 28 December 2016 until the date of its effective payment.

28. On 5 September 2019, the Secretariat to the FIFA DC ("the Secretariat") opened disciplinary proceedings against the Football Club for the potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

29. On 25 September 2019, the Deputy Chairman of the FIFA DC passed a decision by means of which the Football Club was found responsible for failing to comply in full with the PSC Decision. The Football Club was ordered to pay FC Bate Borisov and was fined an amount of CHF 15,000.

30. On 7 November 2022, the CAS rendered an award[2] partially upholding the appeal(s) filed by Harel Holdings on behalf of the Football Club. The panel considered that FIFA had targeted the wrong legal entities, by directing its adjudication(s) against a club without legal personality, while allowing its former owner (in liquidation) to intervene as a procedural party at all stages of proceedings based on a power of attorney. It annulled the decision(s) rendered by the FIFA DC and referred the case(s) back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo.*

31. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

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2 CAS 2020/A/6778, 2020/A/6779, 2020/A/6827, 2020/A/6828, 2020/A/6829, 2020/A/6936, 2020/A/6937, 2020/A/6967, 2020/A/7146, Hapoel Tel Aviv FC v. Fédération Internationale de Football Association (FIFA), award of 7 November 2022 (hereinafter: "CAS 2020/A/6778").

32. On 6 April 2023, the Secretariat requested Bate to confirm and/or provide additional information and/or documentation, which it did.

33. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

34. On 31 July 2023, the FIFA DC rendered the following decision (the "First Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 06 March 2018 (Ref. 17-00068).

2. Poalei Tel Aviv is ordered to pay to FC Bate Borisov as follows:
• EUR 100,000 plus 18% interest p.a. as of 28 December 2016 until the date of effective payment.

3. In particular, it is acknowledged that the amount of NIS 389,050 has been admitted in favour of FC Bate Borisov in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 1,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to FC Bate Borisov (cf. par. 2 supra), less the amount(s) admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to FC Bate Borisov.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to FC Bate Borisov (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

35. On 20 October 2023, FIFA communicated the grounds of the First Appealed Decision to the parties.

- ***The Second Appealed Decision: CAS 2023/A/10117***

36. On 31 October 2019, the FIFA DRC issued a decision by means of which it decided, *inter alia*, that "Hapoel Tel Aviv FC" had to pay to Romanian player Liviu Ion Antal ("Mr Antal") the amount of EUR 71,000, plus 5% interest *p.a.* as indicated in the decision, as well as EUR 250,000 plus 5% interest *p.a.* as from 4 January 2017 until the date of the effective payment.

37. On 21 April 2020, the Secretariat to the FIFA DC opened disciplinary proceedings against the Football Club for a potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

38. On 14 May 2020, the Deputy Chairman of the FIFA DC passed a decision by means the Football Club was found responsible for failing to comply with the FIFA DRC Decision, ordered to pay the outstanding amounts to Mr Antal and fined CHF 20,000.

39. On 7 November 2022, the CAS annulled the decision rendered by the FIFA DC and referred the case back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo* (see above para 30).

40. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

41. On 6 April 2023, the Secretariat requested Mr Antal to confirm and/or provide additional information and/or documentation, which he did.

42. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

43. On 31 July 2023, the FIFA DC rendered the following decision (the "Second Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 31 October 2019 (Ref. 17-00005).

2. Poalei Tel Aviv is ordered to pay to Mr. Antal Liviu Ion as follows:
• EUR 71,000 as outstanding remuneration plus 5% interest p.a. calculated as follows: - 5% interest p.a. over the amount of EUR 20,000 as from 11 September 2016 until the date of effective payment;
- 5% interest p.a. over the amount of EUR 17,000 as from 11 October 2016 until the date of effective payment;

- 5% interest p.a. over the amount of EUR 17,000 as from 11 November 2016 until the date of effective payment;
- 5% interest p.a. over the amount of EUR 17,000 as from 11 December 2016 until the date of effective payment.
• EUR 250,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 4 January 2017 until the date of effective payment.

3. In particular, it is acknowledged that the amount of NIS 422,248 appears to have been admitted in favour of Mr. Antal Liviu Ion in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 15,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to Mr. Antal Liviu Ion (cf. par. 2 supra), less the amount(s) admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to Mr. Antal Liviu Ion.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to Mr. Antal Liviu Ion (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

44. On 20 October 2023, FIFA notified the grounds of the Second Appealed Decision to the parties.

- ***The Third Appealed Decision: CAS 2023/A/10118***

45. On 7 June 2018, the FIFA DRC issued a decision by means of which it decided, *inter alia*, that "Hapoel Tel Aviv FC" had to pay to Croatian player Damir Šovšić's ("Mr Šovšić") the amount of EUR 37,590, plus 5% interest *p.a.* as from 4 January 2017 until the date of the effective payment.

46. On 16 January 2020, the Secretariat to the FIFA DC opened disciplinary proceedings against the Football Club for a potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

47. On 11 February 2020, the Deputy Chairman of the FIFA DC passed a decision by means of which the Football Club was found responsible for failing to comply with the FIFA DRC Decision, ordered to pay the outstanding amount to Mr Šovšić and fined CHF 5,000.

48. On 7 November 2022, the CAS annulled the decision rendered by the FIFA DC and referred the case back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo* (see above para 30).

49. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

50. On 6 April 2023, the Secretariat requested Mr Šovšićto confirm and/or provide additional information and/or documentation, which he did.

51. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

52. On 31 July 2023, the FIFA DC rendered the following decision (the "Third Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 07 June 2018 (Ref. 17-00636).

2. Poalei Tel Aviv is ordered to pay to Mr. Damir Šovšić as follows:
• EUR 37,590 plus 5% interest p.a. as from 04 January 2017 until the date of effective payment.

3. In particular, it is acknowledged that the amount of NIS 146,244 appears to have been admitted in favour of Mr. Damir Šovšić in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 1,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to Mr. Damir Šovšić (cf. par. 2 supra), less the amount(s) admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to Mr. Damir Šovšić.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to Mr. Damir Šovšić (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

53. On 20 October 2023, FIFA notified the grounds of the Third Appealed Decision to the parties.

- ***The Fourth Appealed Decision: CAS 2023/A/10119***

54. On 11 April 2019, the FIFA DRC issued a decision by means of which it decided, *inter alia*, that "Hapoel Tel Aviv FC" had to pay to Greek player Loukas Vyntra ("Mr Vyntra") the amounts of EUR 151,669 and ILS 50,000, plus 5% interest *p.a.* as from 27 December 2016, and EUR 237,500, plus 5% interest *p.a.* as from 27 December 2016, until the date of their effective payment.

55. On 28 January 2020, the Secretariat to the FIFA DC opened disciplinary proceedings against the Football Club for a potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

56. On 27 February 2020, the Deputy Chairman of the FIFA DC passed a decision by means of which the Football Club was found responsible for failing to comply with the FIFA DRC Decision, ordered to pay the outstanding amounts to Mr Vyntra and fined CHF 20,000.

57. On 7 November 2022, the CAS annulled the decision rendered by the FIFA DC and referred the case back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo* (see above para 30).

58. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

59. On 6 April 2023, the Secretariat requested Mr Vyntra to confirm and/or provide additional information and/or documentation, which he did.

60. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

61. On 31 July 2023, the FIFA DC rendered the following decision (the "Fourth Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 11 April 2019 (Ref. 16-02234).

2. Poalei Tel Aviv is ordered to pay to Mr. Loukas Vyntra as follows:
• EUR 151,669 and ILS 50,000 as outstanding remuneration, plus 5% interest p.a. on said amounts as from 27 December 2016 until the date of effective payment.
• EUR 237,500 as compensation for breach of contract plus 5% interest p.a. on said amount as from 27 December 2016 until the date of effective payment.

3. In particular, it is acknowledged that the amount of NIS 632,214 appears to have been admitted in favour of Mr. Loukas Vyntra in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 15,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to Mr. Loukas Vyntra (cf. par. 2 supra), less the amount(s) admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to Mr. Loukas Vyntra.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to Mr. Loukas Vyntra (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

62. On 20 October 2023, FIFA notified the grounds of the Fourth Appealed Decision to the parties.

- ***The Fifth Appealed Decision: CAS 2023/A/10121***

63. On 12 August 2016, the FIFA PSC passed a decision by means of which it decided, *inter alia*, that "Hapoel Tel Aviv FC" had to pay to Swiss club FC Thun ("Thun") the amount of EUR 50,000 plus 5% interest *p.a.* from the expiry date until the date of the effective payment, a fine in the amount of CHF 7,500, and CHF 10,000 as costs of the FIFA procedure.

64. On 5 February 2020, the Secretariat to the FIFA DC opened disciplinary proceedings against the Football Club for a potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

65. On 27 February 2020, the Deputy Chairman of the FIFA DC passed a decision by means of which the Football Club was found responsible for failing to comply in full with the PSC Decision. The Football Club was ordered to pay Thun and was fined the amount of CHF 7,500.

66. On 7 November 2022, the CAS annulled the decision rendered by the FIFA DC and referred the case back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo* (see above para 30).

67. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

68. On 6 April 2023, the Secretariat requested Thun to confirm and/or provide additional information and/or documentation, which it did.

69. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

70. On 31 July 2023, the FIFA DC rendered the following decision (the "Fifth Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 12 August 2016 (Ref. 16-01059).

2. Poalei Tel Aviv is ordered to pay to FC Thun as follows:
• EUR 50,000 as overdue payables plus 5% interest p.a. to be calculated in accordance with the FIFA decision (Ref. 16-01059);
• CHF 2,000 as costs of the proceedings.

3. In particular, it is acknowledged that the amount of NIS 194,525 has been admitted in favour of FC Thun in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 1,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to FC Thun (cf. par. 2 supra), less the amount(s)

admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to FC Thun.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to FC Thun (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

71. On 20 October 2023, FIFA notified the grounds of the Fifth Appealed Decision to the parties.

- ***The Sixth Appealed Decision: CAS 2023/A/10122***

72. On 19 January 2017, the FIFA DRC issued a decision in the context of an employment-related dispute between Romanian player Mr Mihai Doru Pintilii ("Mr Doru"), the Saudi club Al-Hilal Saudi Football Club ("Al Hilal") and "Hapoel Tel Aviv FC". It decided, *inter alia*, that Saudi club Al Hilal had to pay to Romanian player Mihai Doru Pintilii ("Mr Doru") the amount of EUR 150,000, plus 5% interest *p.a.* to be calculated in accordance with the decision, and EUR 901,665, plus 5% interest *p.a.* as of 23 May 2015 until the date of the effective payment.

73. On 24 July 2018, the CAS rendered a decision by which it dismissed the appeal filed by Al Hilal and confirmed the decision of the FIFA DRC. The CAS also determined that the Football Club had to pay the amount of CHF 16,192 to Al Hilal, as partial reimbursement of the advance of the arbitration costs paid by the latter.

74. On 6 January 2020, the Secretariat to the FIFA DC opened disciplinary proceedings against the Football Club for the potential breach of Article 64 (2017 edition)/Article 15 (2019 edition) of the FDC.

75. On 28 January 2020, the Deputy Chairman of the FIFA DC passed a decision by means of which the Football Club was found responsible for failing to comply in full with the CAS Decision. The Football Club was ordered to pay Al Hilal and was fined an amount of CHF 2,000.

76. On 7 November 2022, the CAS annulled the decision rendered by the FIFA DC and referred the case back to the latter for it to conduct new proceedings against Poalei Tel Aviv and decide on the matter *de novo* (see above para 30).

77. On 17 February 2023, the Secretariat opened disciplinary proceedings against Poalei Tel Aviv for a potential breach of Article 15 (2019 edition)/Article 21 (2023 edition) of the FDC, and invited Poalei Tel Aviv to submit its position, which it did.

78. On 6 April 2023, the Secretariat requested Al Hilal to confirm and/or provide additional information and/or documentation, which it did.

79. On 15 May 2023, the Secretariat requested further information from Poalei Tel Aviv and the IFA, which they provided.

80. On 31 July 2023, the FIFA DC rendered the following decision (the "Sixth Appealed Decision"):

"1. Poalei Tel Aviv is considered responsible for the debt(s) incurred by the club Hapoel Tel Aviv FC, while operated by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. and, as such, is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 24 July 2018, as read in conjunction with the letter communicated by the CAS Secretariat on 25 February 2019 (ref. CAS 2017/A/5228).

2. Poalei Tel Aviv is ordered to pay to Al Hilal Saudi FC as follows:
• CHF 16,192 as costs of the arbitration proceedings.
In this respect, the amount of CHF 2,000 due by Al Hilal Saudi FC to Hapoel Tel Aviv FC in accordance with the above award issued by the Court of Arbitration for Sport has been set-off.

3. In particular, it is acknowledged that the amount of NIS 60,882 appears to have been admitted in favour of Al Hilal Saudi FC in the context of the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd.

4. The following disciplinary measures are imposed on Poalei Tel Aviv:
a. Poalei Tel Aviv is ordered to pay a fine to the amount of CHF 1,000.
b. Poalei Tel Aviv is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due to Al Hilal Saudi FC (cf. par. 2 supra), less the amount(s) admitted within the liquidation proceedings of Harel Holdings – Hapoel Tel Aviv Football Club Ltd. (cf. par. 3 supra).

5. In the event that the amount(s) listed under par. 3. supra are not paid (in full) by Harel Holdings – Hapoel Tel Aviv Football Club Ltd. in the context of the liquidation proceedings, Poalei Tel Aviv is granted a final deadline of 30 days as from the conclusion of said liquidation proceedings in which to pay any remaining amount(s) due to Al Hilal Saudi FC.

6. Upon the expiry of any of the aforementioned final deadline(s) and in the event of persistent default or failure to pay in full any of the related amount(s) due to Al Hilal Saudi FC (cf. pars. 4.b. and 5. supra), a ban on registering new players will be issued until the relevant amount(s) due is (are) paid.

7. The fine is to be paid within 30 days of notification of the present decision".

81. On 20 October 2023, FIFA notified the grounds of the Sixth Appealed Decision to the parties.

C. Grounds of the Appealed Decisions

82. The six decisions of the FIFA DC that are under appeal have almost identical grounds, which can be summarised as follows:

- The FIFA DC is competent to initiate disciplinary proceedings and impose sanctions in the instant cases. The Creditors, as players or clubs, and Poalei Tel Aviv, as the legal entity "behind" Hapoel Tel Aviv FC and an indirect member of FIFA registered to the IFA, all fall under the jurisdiction of the FIFA DC pursuant to Articles 3 and 21 of the FDC.

- The FIFA DC is not prevented from its assessment by virtue of the liquidation proceedings of Harel Holdings alone, given that such proceedings are entirely separate to any of the specific conditions required for it to initiate disciplinary proceedings and impose sanctions in relation to a FIFA decision or CAS award. Furthermore, the disciplinary proceedings are directed against Poalei Tel Aviv, which is *not* undergoing liquidation proceedings. In any event, Article 59 of the FDC merely provides that proceedings *may* be closed when *"a party is under insolvency or bankruptcy proceedings pursuant to the relevant national law and is legally unable to comply with an order"*.

- The potential disciplinary offences, i.e. the failures to comply with FIFA or CAS decisions, were committed both prior to and after the entry into force of the 2023 edition of the FDC. In this respect, whilst keeping in mind the principles enshrined under Article 4 of the FDC, the merits and procedural aspects of all relevant proceedings should fall under the 2023 edition of the FDC.

- The relevant 5-year limitation period for prosecuting disciplinary violations is *"interrupted by all procedural acts, starting afresh with each interruption"* (Article 10(3) of the FDC). The fact that the FIFA DC's previous proceedings were declared null and void and then reinstated towards Poalei Tel Aviv is irrelevant, all the more so because they were brought with a *de novo power* of adjudication. It follows that FIFA proceedings, in particular those involving Thun, are not time-barred.

- As established by the previous CAS panel, Poalei Tel Aviv is the legal entity which owns the assets, rights and liabilities comprising Hapoel Tel Aviv FC. Its potential liability for the fulfilment of the Debts of Harel Holdings within the Infringed Decisions and related CAS awards must be examined in light of the concept of "sporting continuity". In accordance with CAS jurisprudence, a situation of sporting continuity must be differentiated from the concept of sporting succession. It exists in circumstances whereby a club *"despite the disappearance of any corporate entities associated with it, remains in business, even taking over the sporting rights of the entity that ceased to exist, without any interruption in its membership of the respective national federation, through at least one entity that subsist"*. As a result, there is no other alternative but to conclude that the debts incurred under the ownership of Harel Holdings, including the payments owed to the Creditors, are those of Poalei Tel Aviv.

- Poalei Tel Aviv is liable for the full payment of the outstanding amounts due to the Creditors. The substance of the cases decided by the FIFA PSC, FIFA DRC and CAS, in particular the correctness of the amounts ordered to be paid (including the interest rate awarded), cannot be reviewed any more at this stage.

- According to CAS jurisprudence, the motivation behind the concept that enforcement proceedings may be closed under Article 59 of the FDC when a debtor is undergoing insolvency/bankruptcy proceedings pertain to the fact that it would be contrary to public policy to impose a sanction against a debtor where it can no longer dispose of its assets and is bound by the strict rules regarding to the distribution of its estate. In such case it cannot be considered to be at fault for the non-compliance (CAS 2017A/5054, para 87; CAS 2012/A/2759, para 121). Yet, Poalei Tel Aviv is not facing such legal impossibility and can freely dispose of its assets.

- Poalei Tel Aviv did not comply with final decisions and must be sanctioned under Article 21 of the FDC, bearing in mind the specific circumstances of each case. This includes, in all instances, the likelihood of eventual partial payment via the liquidation proceedings of Harel Holdings.

IV. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

83. On 7 November 2023, in accordance with Article R48 of the CAS Code, "Poalei Tel Aviv Holdings Ltd." filed six Statements of Appeal before the CAS against the Respondent, with respect to the Appealed Decisions, giving rise to the CAS procedures CAS 2023/A/10114, 10117, 10118, 10119, 10121 and 10122. In its submissions, the Appellant nominated Prof. Ulrich Haas as arbitrator.

84. On 8 November 2023, the CAS Court Office invited the Respondent to nominate an arbitrator, pursuant to Article R53 of the CAS Code. It also asked the Parties, in accordance with Article R50 of the CAS Code, to state whether they agreed to submit the procedures to the same Panel that handled the previous proceedings between Hapoel Tel Aviv FC and FIFA.

85. On 9 November 2023, the Appellant agreed to refer all the disputes to the same panel as in the previous proceedings. It also enquired about the possibility of consolidating the proceedings under Article 50 and 52 of the CAS Code.

86. On the same date, the CAS Court Office took note of the Appellant's agreement. However, it stated, *inter alia*, that no consolidation could occur, in the absence of formally identical decisions. It specified that this formal distinction did not prevent the proceedings from being briefed, heard and decided all together.

87. On 24 November 2023, the Respondent nominated Mr José Juan Pintó Sala, attorney-at-law in Barcelona, as arbitrator. It objected to the possibility of referring these cases to the same panel that handled the previous proceedings between Hapoel Tel Aviv FC and FIFA. As a result, it requested Prof. Ulrich Haas to refuse his nomination and/or resign from his position, which gave rise to various exchanges of letters.

88. On 3 January 2024, the CAS Court Office informed the Parties that Prof. Ulrich Haas had decided to resign (from his position). It invited the Appellant to nominate a new arbitrator pursuant to Article R36 of the CAS Code.

89. On 9 January 2024, the Appellant nominated Prof. Petros C. Mavroidis as arbitrator.

90. On 28 January 2024, the Appellant, after being granted extensions, filed its Appeal Briefs, separately in each case, within the prescribed deadline, in accordance with Article R51 of the CAS Code. It invited the Panel to stay the proceedings until the District Court makes a decision.

91. On 8 April 2024, the Respondent, within the deadline previously extended upon agreement between the Parties, filed its Answers to the six Appeals with the CAS further to Article R55 of the CAS Code.

92. On 9 April 2024, the CAS Court Office informed the Parties that the Panel appointed to decide the disputes was constituted as follows:

President:	Mr Stephen Sampson, Solicitor in London, United Kingdom
Arbitrators:	Mr Petros C. Mavroidis, Professor at Columbia Law School, New York City, with residence in Commugny, Switzerland
	Mr José J. Pintó, Attorney-at-Law in Barcelona, Spain

93. In the same letter, the CAS Court Office invited the Parties to indicate whether they preferred a hearing to be held in these matters, or for the panel to issue a decision solely on the Parties' written submissions. It also enquired about the need to organise a case management conference ("CMC") with the panel in order to discuss procedural issues, the preparation of the hearing (if any) and any issues related to the taking of evidence.

94. On 14 April 2024, the Appellant requested a second round of written submissions under Article R56 of the CAS Code. It argued that the Nissanov Group's alleged commitment to assume previous debts (the "Nissanov Commitment"), discussed in the Answers filed by the Respondent, was not part of the FIFA disciplinary proceedings and required further discussion. It stressed the importance of a hearing in the event of a refusal, while reserving its comments for the remainder.

95. On 16 April 2024, the Respondent submitted that a hearing was not necessary in these matters, in the absence of witness or expert testimonies. It objected to a second round of written submissions, underlining that all relevant issues were addressed, at least indirectly, in the Appealed Decisions and evidence filed by the Appellant. Furthermore, the Appellant was already offered multiple opportunities to develop its arguments during the FIFA and CAS proceedings involving the Football Club, Harel Holdings and Poalei Tel Aviv.

96. On 1 May 2024, the CAS Court Office informed the Parties that the Panel had decided to grant a second round of written submissions. It invited them to file a single, consolidated submission for all proceedings, while clearly identifying the specificities of each case, if any.

97. On 28 May 2024, the CAS Court Office advised the Parties that Ms Alexandra Veuthey, Attorney-at-Law in Lausanne, Switzerland, had been appointed as Clerk to assist the Panel in these matters.

98. On 3 July 2024, the Appellant filed its Reply within the prescribed deadline, previously extended. It stated that some of the Respondent's arguments on the Nissanov Group exceeded the scope of these proceedings, and should be disregarded. It requested that the Liquidator's letters of 26 May 2024 related to proceedings CAS 2023/A/10017 and 10119 be admitted to the case files due to exceptional circumstances under Article R56 of the CAS Code.

99. On 16 July 2024, the Appellant provided the Liquidators' letters dated 26 May 2024, which had not been attached to its Reply *"due to a technical error"*.

100. On 12 September 2024, the Respondent filed its Rejoinder within the prescribed deadline, previously extended. It underlined that the discussion on the Nissanov Group had been initiated by the Appellant itself, and that it was therefore entitled to rectify

some inaccuracies. It requested that the Liquidator's letters of 26 May 2024 related to proceedings CAS 2023/A/10017 and 10119 be declared inadmissible, in the absence of exceptional circumstances under Article R56 of the CAS Code.

101. On 13 September 2024, the CAS Court Office invited Poalei Tel Aviv and FIFA to indicate whether they preferred a hearing to be held in these matters or for the Panel to issue an award solely based on the Parties' written submissions. It also enquired of the Parties as to the need for a CMC to discuss procedural and evidentiary issues, if any.

102. On 19 September 2024, the Appellant expressed its preference for a video hearing and CMC to be held in this matter, in view of the legal and factual issues at stake, the witness/expert to be heard, as well as the political situation in Israel. Alternatively, it requested the Panel to allow the Parties to file witness statements and/or complete their legal opinions on three specific questions.

103. On 20 September 2024, the Respondent confirmed that a hearing was not necessary and clarified that it did not request a CMC.

104. On 25 September 2024, the Respondent objected to such requests. It underlined that the Appellant had not formally called any witnesses or experts in its written submissions nor invoked exceptional circumstances to justify a third round of submissions, contrary to Articles R44.2(3), R51(2) and R56 CAS Code. It reiterated that a hearing and CMC were not necessary and should, in the event of a decision to the contrary, be held remotely after 2pm.

105. On 15 October 2024, the CAS Court Office informed the Parties that the Panel had made the following decisions, with reasons to be communicated in the Final Award, to:

- accept the Liquidators' letters to the case files;
- accept all the arguments on the Nissanov Group to the case files;
- deny the need for a third round of submissions (or related evidence) and CMC;
- reject any request to suspend the proceedings pending insolvency proceedings in Israel, as far as it has not already become moot;
- hold a single, video hearing, which could take place on 11 or 20 November 2024 with a particular focus on specific issues;
- hear Prof. Assaf Hamdani, expert, and Mr Zeev Greenberg, witness, quoted in the Appellant's submissions, even if they were not listed in a dedicated rubric;
- hear *"any of the experts"* mentioned in the Respondent's submissions, namely Profs. Adi Libson and Omer Kimhi, if deemed necessary by FIFA.

106. On 21 October 2024, the CAS Court Office informed the Parties that, in view of their respective availabilities, the hearing would take place on 20 November 2024. It also invited them to provide a list of their hearing attendees.

107. On 27 October 2024, the Appellant provided the CAS Court Office with a list of its hearing attendees, including its counsel, expert and witness. One day later, the Respondent did likewise, including its legal team only.

108. On 29 October 2024, the Respondent reiterated its objection to the testimonies of the Appellant's expert and witness. It waived its right cross-examine them, but reserved the possibility to ask them targeted questions.

109. On 7 November 2024, the CAS Court Office invited the Parties to clarify whether they intended to examine their own, respectively the opposing witnesses and experts, or if they accepted solely to rely on the written statements in the file. It encouraged them, given the two rounds of written submissions, to focus on three main issues at the hearing: sporting continuity or succession, the "Nissanov Commitment" and the effect of Harel Holdings liquidation proceedings. It sent them the Order of Procedure, reserving the possibility to issue one consolidated arbitral award for all the Appeals.

110. On 11 November 2024, the Appellant stated that it intended to examine its own expert, Prof. Hamdani, and to cross-examine FIFA's second expert, Prof. Kimhi, if present at the hearing. It returned the Order of Procedure duly signed, without any reservation.

111. On 13 November 2024, the CAS Court Office apprised the Parties that the Panel intended to hear both Profs. Hamdani and Kimhi together in a witness conference, and enclosed the hearing schedule.

112. On the same date, the Respondent reiterated its position concerning the Appellant's expert and witness. It stated that it would liaise with Prof. Kimhi regarding his availability for the hearing shortly. It returned the Order of Procedure duly signed, without any reservation.

113. On 20 November 2024, a video hearing was held in relation with all the procedures.

114. The Panel was assisted by Ms Alexandra Veuthey, Clerk, and Mr Giovanni Maria Fares, Counsel to the CAS.

115. In addition, the following persons attended the hearing:

a) For the Appellant: Mr Joseph Gayer, counsel
Mr Omri Applebaum, counsel
Mr Doni Toledano, counsel
Mr Boaz Shapiro, general counsel
Prof. Assaf Hamdani, expert witness

b) For the Respondent: Mr Alexander Jacobs, counsel

Ms Cristina Pérez González, counsel

Prof. Omer Kimhi, expert witness

116. At the outset of the hearing, the Parties confirmed that they had no objection to the composition and constitution of the Panel, as well as the issuance of one single award. No objections were raised regarding the presence of Mr Toledano as an additional counsel for the Appellant, although he was not announced previously in the Appellant's list of attendees.

117. At the hearing, the Panel heard evidence from Profs Hamdani and Kimhi. Both experts were reminded of their duty to tell the truth subject to sanctions of perjury under Swiss law. They confirmed their written report and had the opportunity to concurrently exchange views during a witness conference. They answered the questions posed by the Panel and the Appellant, while the Respondent renounced its right and opportunity to intervene.

118. The Parties thereafter were given a full opportunity to present their case, submit their arguments and answer the questions posed by the Panel. At the end of the hearing, the Parties confirmed that their right to be heard had been fully respected.

119. On 9 January 2025, the Appellant requested the Panel to "suspend the proceedings" until 1 March 2025 pursuant to Article R32 of the CAS Code in order to facilitate settlement discussion with some or all Creditors.

120. On the same date, the CAS Court Office took note of the existence of settlement negotiations. It specified, however, that there was no need to formally suspend the proceedings, since the evidentiary phase was complete and the Award at an advanced stage of finalisation. It thus put the matters on hold until 1 March 2025, upon receiving written confirmation of the Respondent's agreement.

121. On 16 March 2025, the Appellant requested a further suspension of the proceedings of one month until 21 April 2025, to which the Respondent objected.

122. On 18 March 2025, the CAS Court Office informed the Parties that the Panel had accepted to suspend the proceedings for three more weeks, until 8 April 2025. It invited the Appellant to provide evidence of any legally binding settlement(s) concluded with any Creditor(s) on or by that date, failing which it would proceed with the notification of the Award, subject to Article R59 of the CAS Code.

123. On 8 April 2025, the Appellant confirmed the existence of settlement discussions, and provided various pieces of evidence in this regard. It invited the Panel to refrain from issuing its Award until 29 April 2025.

124. On 9 April 2025, the CAS Court Office accepted to grant this request and, therefore, to extend the suspension of the proceedings until 29 April 2025.

125. On 30 April 2025, the CAS Court Office observed that the Appellant had not submitted any binding settlements within the period of suspension in the relevant six proceedings. It reiterated that it would proceed with the notification of the Award, subject to Article R59 of the CAS Code.

V. SUBMISSIONS OF THE PARTIES

126. Below is a summary of the facts and allegations raised by the Parties. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in these proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

127. Considering that the Parties' submissions and grounds of the Appeals in the six proceedings are almost identical, the Panel addresses them jointly. It discusses the specific arguments advanced in some of the appeals separately only where appropriate.

128. The Appellant's submissions in support of its Appeals against the Appealed Decisions may be summarised as follows:

- ***The new ownership of Hapoel Tel Aviv FC and the bankruptcy proceedings***

  - Hapoel Tel Aviv FC is not a legal entity under Israeli law. Since the 90's it has been managed and operated by different limited companies which owned it – such as Harel Holdings – and which assumed its legal obligations (contracts, labour relationships, payments, etc.). All the Debts to which the Appealed Decisions refer were created before the issuance of the Liquidation Order over Harel Holdings and hence, under Israeli law, those Debts shall remain as debts of that legal entity. Indeed, Hapoel Tel Aviv FC is currently being managed by a completely different entity, Poalei Tel Aviv, which has no connection with Harel Holdings and is not responsible for the payment of these Debts.

  - In the bankruptcy proceedings of Harel Holdings, the Liquidators will collect any possible amounts owed to the company to be distributed among all its creditors in accordance with the principle of equality of creditors. In this regard, all the Debts have been acknowledged by the Liquidators in the liquidation procedure, and the

six Creditors have been included in the list of creditors. Therefore, it is highly probable that, just like the national creditors, the beneficiaries of the Appealed Decisions will recover part of their credits within the liquidation proceedings.

- ***The lack of jurisdiction of the FIFA DC***

  - FIFA has no jurisdiction to hear and decide matters that concern the enforcement of debts to creditors of an insolvent entity which is undergoing a liquidation procedure before an Israeli court, without requesting and receiving permission of the competent court. Furthermore, any issue with regards to the liquidation proceedings should be determined in accordance with Israeli law, as it is the law governing Harel Holdings' liquidation proceedings. In this regard, Chapter 267 of the Israeli Companies Law establishes the principle of equal treatment of all the creditors and the avoidance of giving preferential treatment to any single creditor, being thus an absolute prohibition against preferring one creditor over another.

  - The object of the Appealed Decisions is the enforcement of the Infringed Decisions and related CAS awards by means of the payment of the corresponding Debts. Therefore, the disciplinary proceedings were mainly enforcement proceedings, and not pure disciplinary proceedings. For this reason, the execution of the Debts of the foreign creditors by FIFA would infringe the principle of equal treatment of all the creditors by giving the beneficiaries of the Appealed Decisions preferential treatment over the national creditors, which is prohibited not only by Israeli Law but also by Swiss Law. The *lex sportiva* cannot prevail over Israeli insolvency law, which is mandatory. Its application would contradict Israel's public policy, by entailing full payment of the debts to only some of Harel Holdings' creditors.

  - The previous CAS panel expressly recognised that Israeli law was relevant to the matter at stake (CAS 2020/A/6778, para 149).

- ***Lis alibi pendens***

  - Even if FIFA had jurisdiction to decide the proceedings concerning the enforcement of the Debts created by Harel Holdings prior to the Liquidation Order, it should have refrained from deciding so because there was an ongoing insolvency procedure before the District Court. In light of the existence of a prior and parallel proceeding concerning the same matters before the Israeli Court, FIFA should have stayed all the disciplinary proceedings in accordance with the *lis alibi pendens* principle.

  - For the same reasons, the CAS is invited to suspend its proceedings until the issues in dispute have been resolved.

- ***The prevalence of insolvency proceedings over disciplinary proceedings***

  - In accordance with the FIFA regulations, specifically Article 107 b) of the former version of the FDC (Article 59 b) of its current version), FIFA should have closed the disciplinary proceedings. In that regard, CAS decisions have stated that bankruptcy proceedings prevail over disciplinary proceedings, it being improper for FIFA to impose sanctions on a club that cannot make payments without the authorisation of an administrator appointed by a national court (CAS 2011/A/2343 and CAS 2012/A/2750; CAS 2020/A/6884).

  - The artificial separation between a club and its owner raises legal and practical difficulties from the outset, as a club without a legal personality cannot enter into valid and binding engagements on its own. A fortiori, such a separation cannot be relied upon in the event of liquidation.

  - The *lex sportiva* can only prevail over general law when the issue is a purely sporting matter. Allowing foreign creditors to request FIFA to enforce decisions given in their favour while Harel Holdings is under liquidation, when the Liquidators are currently handling such Debts, and prioritising these foreign creditors over Israeli creditors, violates the principal of equal treatment towards all creditors.

- ***The absence of sporting continuity of Hapoel Tel Aviv FC & related issues***

  - Poalei Tel Aviv is not the legal successor of Hapoel Tel Aviv FC and/or of Harel Holdings, nor is it bound by the principle of sporting continuity. The acquisition of Hapoel Tel Aviv FC by Poalei Tel Aviv (Nissanov Group) was done during and as a result of Harel Holding's insolvency proceedings and with the necessary approval from the District Court and the Liquidators. Due to this fact, in accordance with Israeli law, the new entity is not responsible for the debts created by the former entity. The Appealed Decisions wrongly established that Poalei Tel was liable for the payment of the debts of Hapoel Tel Aviv FC under its previous management by Harel Holdings.

  - The assets were transferred to Poalei Tel Aviv (Nissanov Group) free and clear from any debt and the previous debts belong to the former owner, Harel Holdings. In line with this, the new owner did not receive rights that would have allegedly belonged to it in case it had acted in the terms held by FIFA (for example, the solidarity compensation due by a Chinese club for the player Eran Zahavi was paid directly to the Liquidators). It never took upon itself to defray the debts from the former entity or to renounce the separation of their financial accounts.

- The jurisprudence quoted by FIFA in relation to sporting continuity is of no avail. It cannot override state law and does not address the legal situation of a club after liquidation (CAS 2021/A/8060 & 8061).

- ***The absence of Nissanov Group's liability for pre-existing debts of Hapoel Tel Aviv FC***

- Prof. Assaf Hamdani's legal opinion demonstrates that under Israeli law, the acquisition of assets or activities of a corporation or any other entity that is undergoing insolvency proceedings under a court's supervision does not transfer to the purchaser the past debts of that insolvent corporation, absent agreement to this effect by the acquiring entity. Israeli insolvency law requires equality among creditors of a similar priority and any agreement or arrangement that may alter the order of priority among creditors would be unlawful. In accordance with the Israeli Jurisprudence, the regulations adopted by sports organisations are also subject to the equality principle (4031/03 *Hakoah Maccabi Ramat Gan Club v. Balfour Engineering & Damage Restoration*).

- Contrary to FIFA's allegation, the Nissanov Offer does not contain any explicit acknowledgement of responsibility for the payment of foreign creditors' claims. Such an acknowledgement would contravene Israeli law, the equality principle, as well as the interpretation that the Liquidators and shareholders have of this offer (as per the Liquidators' letter of 16 January 2017 and Mr Greenberg's affidavit). In any event, the Liquidators are the only persons entitled to seek enforcement of this alleged undertaking. Clearly, FIFA has no jurisdiction in this realm and should not circumvent ongoing proceedings.

- The Appealed Decisions confirmed in their operative parts that the Appellant would have to pay any remaining debts after the end of the liquidation proceedings. This demonstrates, again, that Harel Holdings is the main debtor.

- ***The Creditors' lack of diligence within the insolvency proceedings***

- On 16 January 2017, the Liquidators of Harel Holdings informed FIFA of the bankruptcy proceedings and explained that all the foreign Creditors had to claim their debts within the insolvency proceedings and asked FIFA to instruct the creditors accordingly. Furthermore, the Liquidators also informed the Creditors and their legal representatives about the situation of Harel Holdings and requested them to submit the corresponding claims of debts.

- These letters remained unanswered, and the Creditors (with the sole exception of Kaiserslautern) did nothing to collect their debt in the bankruptcy proceedings.

Nevertheless, the Liquidators included the credits of the Creditors in the list of creditors of Harel Holdings. Therefore, pursuant to CAS jurisprudence, the Creditors' lack of due diligence prevents them from requesting the enforcement of their credits through disciplinary proceedings (CAS 2011/A/2646, paras 28ff).

- ***The absence of abuse of process and bad faith***

  - There was no abuse of process, lack of good faith, moral flaw or fault by Poalei Tel Aviv or other stakeholders in the context of the insolvency proceedings of Harel Holdings, which could justify a finding of sporting succession and disciplinary sanctions under CAS jurisprudence (CAS 2016/A/4550 & 4576, paras 133ff).

- ***The prohibition of double jeopardy***

  - Due to the insolvency proceedings of Harel Holdings, Hapoel Tel Aviv FC was already sanctioned by the IFA with the deduction of nine points in the Israeli league for not paying its debts. The imposition of new sanctions for the same facts would infringe the principle of double jeopardy (or "ne bis in idem"), which prohibits to be sanctioned two times for the same facts.

- ***The imposition of a sanction***

  - Poalei Tel Aviv should not be considered liable for the debts incurred by Hapoel Tel Aviv FC while operated by Harel Holdings and is not responsible for failing to comply with the Infringed Decisions and related CAS awards.

  - The FIFA DC was wrong to impose fines and sporting sanctions on Poalei Tel Aviv under Article 21 of the FDC. In some instances, it failed to consider the correct amounts admitted in favour of the creditors in the context of the liquidation proceedings of Harel Holdings, and the absence of interest under Israeli law.

- ***Specific submissions***

129. With regard to the procedure CAS 10121, the Appellant submitted the following specific contentions:

  - FIFA disciplinary proceedings were time-barred under the 5-year limitation period for prosecution provided for by Article 10 of the FDC. Since the FIFA DC's first disciplinary decision was declared null and void, the connected (previous) proceedings did not interrupt the limitation period nor cause it to start afresh.

- ***Prayers for relief***

130. Based on the foregoing, Poalei Tel Aviv requests the Panel to decide as follows:[3]

- *"The Decision[s] notified by the FIFA Disciplinary Committee on 31 July 2023 [are] annulled and set aside.*

- *The fine[s] and any other disciplinary measure[s] imposed against the Appellant (and the Club) [(…) are] removed.*

- *The disciplinary proceedings against the Appellant and/or the Club, which concern failure to pay debts created prior to 4 January 2017 and owed by Harel Holdings - should have been closed and are therefore annulled.*

- *The Appellant is not considered liable for the debt(s) incurred by the club Hapoel Tel Aviv while operated by Harel Holdings and is not responsible for failing to comply with the CAS Award in favor of the Creditors.*

- *The Creditor[s] (and all other foreign creditors of Harel Holdings which hold FIFA decisions or CAS Awards in their favor) [are] no different from any other creditor of Harel Holdings and [are] subject to the principle of equal treatment to creditors and prohibition of creditor preference. All and any payments to the Creditor[s] are subject to the Israeli insolvency law and the approval of the District Court in Tel Aviv.*

- *The amount[s] of [(…) see below for cases 10114, 10117, 10118, 10119, 101121 & 10122]:*

  - NIS 389,050
  - EUR 320,000 (and not the amount detailed in the Appealed Decision)
  - NIS 146,244
  - EUR 389,169 and NIS 50,000 (and not the amount detailed in the Appealed Decision)
  - NIS 194,525
  - NIS 60,882

  [have] been admitted in favor of the Creditor[s] in the context of the liquidation proceedings of Harel Holdings and the Creditor[s] must wait for the liquidation

[3] Poalei Tel Aviv's prayers for relief have been compiled for the sake of efficiency and clarity given their length (over one page for each case) and repetitive nature.

proceedings to end and for the distribution of the liquidation funds to the creditors of Harel Holdings.

- *Even in the event that the full amounts owed to the Creditor[s] will not be paid to the Creditor[s] in the context of the liquidation proceedings of Harel Holdings, the Appellant and the Club are not liable to pay any remaining amounts to the Creditor[s].*

- *No interests are applicable on the amounts owed to the Creditor after 4 January 2017. Interests are not applicable to debts of an Israeli entity under liquidation as of the day liquidation proceedings are taken against it. The Creditor[s] [are] no different from other creditors and [are] subject to equal treatment among other creditors of Harel Holdings. [10122: blank]*

- *The Respondent must pay the Appellant a contribution towards its legal and other costs, in an amount to be determined at the discretion of the Panel.*

- *Alternatively, the Decision[s] [are] annulled and the disciplinary proceedings taken by the Respondent against the Appellant are to be stayed as long as the insolvency proceedings against Harel Holdings are still in progress and are taking place before the District Court in Tel Aviv".*

B. The Respondent

131. The Respondent's submissions may be summarised as follows:

- ***The new ownership of Hapoel Tel Aviv FC and the bankruptcy proceedings***

  - The present proceedings must be addressed in light of the CAS award previously rendered in this matter, which found that Poalei Tel Aviv is the legal entity with the task of responding to claims of non-payment of the Football Club's debts (CAS 2020/A/6778, paras 174ff). This award became final and binding, as no appeal was lodged before the Swiss Federal Tribunal.

  - In line with the Appealed Decisions, Poalei Tel Aviv is liable under Article 21 of the FDC for the debts generated and not fulfilled by the Football Club when it was controlled by Harel Holdings. The fact that the Creditors could theoretically recover a small part of their claims during Harel Holdings' insolvency proceedings does not change this finding. Such amounts will simply have to be accounted for and deducted where appropriate.

- ***The jurisdiction of the FIFA DC***

  - Poalei Tel Aviv was the subject of the Appealed Decisions as the corporate entity managing Hapoel Tel Aviv FC, owning its assets, rights and liabilities. It is an (in)direct member of FIFA since its affiliation to the IFA in February 2017 and, as such, is bound by the FIFA regulations. It is also clear that the Football Club – which, as confirmed by the CAS, "*transcends the legal entities which operate it"* – is the sporting entity that falls under the Disciplinary Committee's jurisdiction. Therefore, nothing prevented the FIFA DC to analyse the present cases.

  - The FIFA DC did not rule on the insolvency proceedings of Harel Holdings but on Poalei Tel Aviv's obligation to comply with the Infringed Decisions and related CAS awards. For this reason, Israeli law is not directly relevant.

- ***Lis alibi pendens***

  - The *lis alibi pendens* principle is applicable when international arbitrators sitting in Switzerland are confronted with state proceedings abroad on the same object between the same parties. Yet, the bankruptcy proceedings of the previous entity operating Hapoel Tel Aviv FC have no influence on the liability of the Football Club, operated by Poalei Tel Aviv, towards its debts.

  - Similarly, the disciplinary proceedings assess Poalei Tel Aviv's disrespect of FIFA and CAS decisions while the bankruptcy proceedings govern Harel Holding's payment of some of its debts. Therefore, the *lis alibi pendens* principle does not apply to the present case.

- ***The non-prevalence of insolvency proceedings over disciplinary proceedings***

  - Article 59 of the FDC does not require the automatic closure of the disciplinary proceedings in case of insolvency proceedings. Closure is a matter of balance of interests that the FIFA DC has to evaluate, as it did in the present case. Under no circumstances should the occurrence of insolvency proceedings alone exclude the application of FIFA rules on sporting succession.

  - The rationale of this provision is based on the fact that enforcement measures are punitive in nature. Against this background, the CAS considers it contrary to public policy to impose a sanction against a debtor party in insolvency/liquidation proceedings, when it can no longer dispose of its assets and is thereby bound by strict rules regarding the distribution of its estate (CAS 2017/A/5054, para 87). Obviously, Poalei Tel Aviv is not in this situation.

- The existence of a football regulatory framework that applies to all sports entities equally is justified and implies the adherence of the various stakeholders that want to be part of the "FIFA family". The particularities of sports have to be taken into consideration and the different remedies available must be adapted in order to avoid unwarranted situations in football that would ultimately reward particular transactions that could cause serious negative effects for other football stakeholders. Any other conclusion would be a misinterpretation of CAS jurisprudence and legal writing (as per the numerous references provided).

- ***The sporting continuity of Hapoel Tel Aviv FC***

- According to CAS jurisprudence, the concept of sporting continuity is distinguished from that of sporting succession by the fact that the club itself, or the entity targeted by the decision/contract that serves as the basis for the claim, has never ceased to exist or been detached from its activity. In both cases, the sporting elements, including the federative licence, domestic competitions, name, history, titles and sporting achievements, colours, logo, registered address/headquarters, stadium and internet domain, play an important role (CAS 2021/A/8060 & 8061, paras 206ff).

- In this instance, Hapoel Tel Aviv FC never ceased to exist and/or maintained its activity without any interruption before and after 2017, regardless of the change of ownership, as confirmed by IFA's correspondence of 16 January 2017. It continued to use the same sporting licence, to compete in the same domestic competitions, and maintained the same identity (i.e. same name, history, colours, logo, registered address, stadium and internet domain).

- The contracts from which the debts arise, despite the stamp of Harel Holdings, were signed in most of the cases by Hapoel Tel Aviv FC, generating towards creditors the appearance that the latter would assume the economic obligations agreed therein. They expressly referred to the principle of sporting continuity in the cases of Mr Antal and Mr Vyntra.

- Poalei Tel Aviv is fully identified with the club "Hapoel Tel Aviv FC" and has ensured its sporting continuity. Accordingly, Poalei Tel Aviv must be considered as the entity responsible for paying the obligations assumed by the Football Club and thus liable for its debts when it was under the management of Harel Holdings.

- The alleged solidarity compensation made to the Liquidators by a Chinese club for the player Eran Zahavi is unsubstantiated and irrelevant.

- ***The Nissanov Commitment to pay the claims abroad***

  - In any case, Profs. Adi Libson and Omer Kimhi confirmed that the Nissanov Group committed to pay the pre-existing claims and that such commitment does not violate Israeli Law, being valid and binding. In this regard, the Nissanov Offer to acquire the management rights of Hapoel Tel Aviv FC was completely compatible with Israeli bankruptcy law.

  - In particular, in accordance with section 34A of the Israeli Sales Law, the Nissanov Group is able to assume Harel Holdings' Debts to the foreign creditors, even in a sale conducted under insolvency proceedings. Furthermore, pursuant to section 268 and 307 of the Israeli Companies Ordinance, the District Court has adequate authority to confirm the payment to certain creditors or to confirm the sale offers, even when such sales or payments violate the equality principle. In the present case, the Nissanov Offer and the Court's Liquidation Order do not violate the equality principle, since foreign claims may entail more rights than others and be prioritised. Ultimately, the Liquidation Order was not appealed by the creditors, and is hence final and binding.

  - Even though under Israeli Law the general rule provides for a clean sale of assets in insolvency, such rule has an exception when the parties stipulate otherwise. In the case at stake, the parties opted to deviate from this rule by explicitly stating in the terms of the sale that the Debts owed by Hapoel Tel Aviv FC would be transferred to the buyer. They also confirmed this interpretation at the hearing.

  - Contrary to the Appellant's allegations, FIFA never identified Harel Holdings as the "main debtor", but merely stated that there was a "likelihood" that the Creditors would eventually receive some payments from it. Equally, it did not intend to substitute its assessment for that of the national courts.

  - The "Maccabi case law" is irrelevant, as the transaction in that case contains no explicit obligation for the buyer to assume the club's debts resulting from the arbitration proceedings.

- ***The irrelevance of the Creditors' diligence, the abuse of process or bad faith***

  - The matter at stake concerns a situation of sporting continuity. Consequently, the alleged lack of diligence of the Creditors in the context of the bankruptcy or insolvency proceedings of Harel Holdings is irrelevant.

  - Be that as it may, the Creditors' debts were included in the list of creditors. The fact that their credit was included *ex officio* rather than as per their request does not

make a difference when it comes to analysing Poalei Tel Aviv's liability regarding offsetting the debts caused and not paid by Harel Holdings.

- Likewise, a finding of sporting succession or sporting continuity does not necessarily have to derive from fraudulent conduct or morally flawed behaviour (see e.g. CAS 2020/A/6884, para 147; CAS 2020/A/7543, paras 95-96; CAS 2020/A/7290, para 88).

- ***The absence of double jeopardy***

  - The prohibition of double jeopardy does not apply in the present case. A decision rendered in the context of a disciplinary procedure for the non-compliance with a decision of a FIFA deciding body and/or CAS, is distinct from a decision of a national association (i.e. IFA) issued in the application of the domestic sports regulations for entities entering into insolvency proceedings.

- ***The imposition of a sanction***

  - The spirit of Article 21 of the FDC is to enforce decisions rendered by a body, committee or an instance of FIFA or CAS in a subsequent appeal decision. The range of sanctions stipulated in this article serves to put the debtor under pressure to comply with such decisions. Whilst the FIFA DC could be regarded as acting similarly as an enforcement authority, its proceedings are chiefly disciplinary in nature, in that they relate to the imposition of sanctions for breach of the association's regulations.

  - The FIFA DC has the sole task of analysing if the debtor complied with the final and binding decision of the relevant body. Moreover, the CAS should only address the question whether the Appellant respected and fulfilled that decision, but no longer its content. Hence, if the FIFA DC is not provided with a proof that the payment has been made or that a payment plan has been agreed by the parties, it will render a decision imposing a fine and sporting sanctions on the debtor and will grant a final period of grace to the debtor to settle its debt to the creditor.

  - By continuing the activity of Hapoel Tel Aviv FC, Poalei Tel Aviv was responsible for respecting FIFA and CAS decisions. It failed to do so, and shall bear the consequences thereof. It did not allege that the sanctions imposed were disproportionate or in contradiction with established jurisprudence.

- ***Specific submissions***

132. The Respondent made some specific submissions related with procedure CAS 10121, which can be summarised as follows:

- Pursuant to Article 10(3) of the FDC, the limitation period for prosecuting violations of the FDC is interrupted by all procedural acts, starting afresh with each interruption. The fact that the previous disciplinary proceedings had been declared null and void is irrelevant and the assertion that such (previous) proceedings did not interrupt the limitation period resulting in the present proceedings being time-barred, nonsensical.

- ***Prayers for relief***

133. Based on the foregoing, FIFA requests the Panel to issue an award:

"(a) rejecting the requests for relief sought by the Appellant;

(b) confirming the Appealed Decision[s];

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

(d) ordering the Appellant to make a contribution to FIFA's legal costs".

VI. JURISDICTION

134. Taking into account the international nature of the disputes at hand, these arbitration procedures are governed by the provisions of Chapter 12 (i.e. Articles 176ff) of the Swiss Private International Law Act (the "PILA"). In particular, pursuant to its Article 176(1), the provisions of Chapter 12 of the PILA shall apply.

135. Furthermore, as regards CAS jurisdiction, Article R47 of the CAS Code provides:

"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".

136. In this regard, Article 57(1) of the FIFA Statutes and Articles 52 and 61(e) of the FDC, provide that CAS has jurisdiction to decide appeals filed against final decisions passed by FIFA's legal bodies.

137. The Panel also notes that both Parties confirmed the jurisdiction of the CAS by signing the Order of Procedure issued by the CAS Court Office in connection with these six procedures.

138. In light of the foregoing, considering that the six Appealed Decisions were rendered by the FIFA DC, which is a FIFA legal body and that all these resolutions are final, the Panel finds that CAS has jurisdiction to decide these arbitration procedures.

VII. ADMISSIBILITY

139. Article R49 of the CAS 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties".

140. Pursuant to Article 57(1) of the FIFA Statutes, the Appellant had a 21-day period to challenge the Appealed Decisions before the CAS. In the present case, the Panel notes that the six independent Appeals against the Appealed Decisions were filed by the Appellant within the 21-day period since the notification of the corresponding grounds. Furthermore, the Statements of Appeal filed by the Appellant complied with all the requirements listed in Article R48 of the CAS Code, and are thus admissible.

VIII. APPLICABLE LAW

141. Article R58 of the CAS Code provides the following:

"The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

142. Article 56(2) of the FIFA Statutes sets forth as follows:

"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".

143. Article 4 of the FDC (2023 edition) states as follows:

"1. This Code applies to all disciplinary offences committed following the date on which it comes into force.

2. This Code also applies to all disciplinary offences committed prior to the date on which it comes into force, subject to any milder sanction that would apply under previous rules".

144. It follows from the above that, in deciding these Appeals, the Panel must apply the various regulations of FIFA and, in particular, the FDC (2023 edition), it being specified that the Parties do not rightly invoke the *lex mitior* principle. Furthermore, in case the FIFA regulations contain any *lacuna*, the Panel will apply Swiss law.

145. In this regard, the Panel notes that, even though the Appellant does not formally contest the applicability of the FIFA regulations, it sustains in its submissions that Israeli law governs the matter of the enforcement of the Infringed Decisions and related CAS award. The Respondent refers to FIFA regulations and argues that Israeli law is not directly relevant.

146. The Panel adopts the approach taken in the previous CAS award rendered in this matter (CAS 2020/A/6778, para 149):

"In this respect, the Panel deems it convenient to clarify that, as it has been established by the CAS in preceding cases regarding appeals against Disciplinary Procedures conducted by the FIFA DC for the potential infringement of decisions passed by the FIFA judicial bodies or by CAS of financial nature, the national law regulating the party's bankruptcy (in this case, the ICL) cannot be qualified as the applicable law to these matters. However, this does not mean that in the present case the ICL shall not be taken into consideration or applied when dealing with issues involving matters that are subjected to the insolvency proceedings that are being conducted in Israel by the District Court, which would have to be decided in accordance with the mandatory bankruptcy law. Situations of bankruptcy and the effects of bankruptcy proceedings are governed by the personal law of the bankrupt (in the present case, the [Israeli Companies Law], ICL), and hence the ICL might have to be taken into account by the Panel in certain aspects of the dispute. This without prejudice to the fact that, as the CAS jurisprudence has clarified, "in accordance with Article R58 of the CAS Code, in this proceedings these laws do not have the formal condition of "Applicable Law" to the dispute, and hence they must be taken into account by the Panel only when it is strictly necessary, when matters that are not available to the parties or public order are at stake, or issues that, ultimately, fall within the scope of application of this rule or that are subject to the jurisdiction of the Bankruptcy Judge"[4]

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4 Free translation into English of the original Spanish version, which read: *"No obstante, de acuerdo con lo dispuesto por el Art. R58 del Código del TAS, en este procedimiento dichas leyes no tienen la condición formal de "Ley Aplicable" a la disputa, debiendo ser tenidas en cuenta por la Formación Arbitral únicamente cuando sea estrictamente necesario, por afectar a materias indisponibles, de orden público o a cuestiones que, en definitiva, se encuentren en el ámbito de aplicación de dicha norma o que estén sometidas a la jurisdicción del Juez Concursal".*

(TAS 2019/A/6309). In particular, as remarked by the Sole Arbitrator in the matters CAS 2020/A/6900 and CAS 2020/A/6902, "This conclusion is supported by the fact that pursuant to Article 5 of the FIFA DC (2019), the FIFA DC was supposed to subsidiarily apply Swiss law or any other national law it deemed applicable. […] In fact, in a matter involving national insolvency proceedings, reference to national insolvency law appears rather essential".

147. As a result of the foregoing, the Panel concludes that, while taking into account Israeli law for matters related to the bankruptcy proceedings of Harel Holdings (in liquidation), if any, these Appeals shall be decided in accordance with the FIFA regulations, which are the applicable law to these procedures and, additionally, Swiss law.

IX. PRELIMINARY ISSUES

A. Stay of CAS proceedings and *lis pendens*

148. In its Appeal Briefs, the Appellant requested the stay of CAS proceedings on the ground of the existence of insolvency proceedings in Israel. The Respondent objected that there was no reason not to proceed and opposed this defence.

149. Article 186(1bis) of the PILA states that an arbitral tribunal *"shall decide on its jurisdiction without regard to any action having the same subject matter that is already pending between the same parties before a state court* […]*, unless there are substantial grounds for a stay in proceedings".*

150. Overall, an arbitral tribunal should, in case of doubt, give priority to the principle that the proceedings must be conducted within a reasonable period of time. It may only suspend the arbitration in exceptional circumstances, i.e., either based on specific statutory provisions or for other compelling reasons. Such reasons may exist, for instance, if events occur which affect the legal existence or the capacity of a party, or if questions need to be clarified which are important for the outcome of the case but lie outside the jurisdiction of the arbitral tribunal (SFT 4P.64/2004, para 3.2; SFT 4P.64/2004, para 3.2; BERGER/KELLERHALS, International and Domestic Arbitration in Switzerland, 4th ed. 2021, no. 1182).

151. The Panel finds that in the two sets of proceedings there is no identity of parties, since the enforcement of the Creditors' claims in the insolvency proceedings is directed against Harel Holdings, not Poalei Tel Aviv Holdings Ltd. It does not see any exceptional circumstances or compelling reasons that would justify an exception. It is also mindful of the need to avoid restricting the Parties' right of access to justice and a substantial delay or denial of justice, it being recalled that some cases were initiated before FIFA bodies almost ten years ago (CAS 2021/A/7915, paras 93ss). Finally, it notes that these CAS proceedings were put on hold for several months in order to

facilitate settlement discussions, to no avail, and then reinstated, in line with Article R32 CAS Code *in fine*.

152. The Panel confirms that it does not need to further suspend the proceedings and that these matters are ripe for decision.

B. Statute of limitations

153. The Appellant argued that the relevant 5-year limitation period for prosecution under Article 10 of the FDC had expired and that some of the disciplinary proceedings were therefore time-barred. It submitted that since the FIFA DC's first disciplinary decisions were declared null and void, the connected (previous) proceedings did not interrupt the limitation period causing it to start afresh.

154. The Respondent took the opposing view, stating that there was no logical or legal basis for a finding of limitation or closure of the proceedings.

155. The Panel observes that limitation periods for prosecuting disciplinary violations are *"interrupted by all procedural acts, starting afresh with each interruption"* (Article 10(3) of the FDC). The fact that the previous proceedings were declared null and void and then reinstated towards the Appellant does not change this state of events, all the more so because they were brought with a *de novo power* of adjudication due to the procedural behaviour of both parties (see paras 30 and 216). It follows that the present proceedings are not time-barred.

C. Admissibility of arguments and exhibits

156. In its Reply, the Appellant requested that FIFA's arguments on the Nissanov Commitment be disregarded, as they exceeded the scope of these proceedings. The Respondent opposed this request on the grounds that the issue had been referred to directly and indirectly throughout the prior and present proceedings.

157. The Parties also disagreed on the admissibility of the Liquidators' Letters, which aimed to clarify the amounts admitted by state courts in favour of two players, but were only provided on 16 July 2024 due to administrative oversight.

158. On 15 October 2024, the CAS Court Office informed the Parties that the Panel had decided to accept FIFA's arguments and documents into the case files.

159. The Panel observes that the Appellant itself initiated the discussion on the Nissanov Group, and requested an additional round of submissions in that respect. It further observes that this discussion was already outlined in the Appealed Decisions. The

"principle of double instance" is respected, since it was for the Parties to develop their arguments in greater depth in the first instance.

160. The Panel considers that the same flexibility is justified in relation to the Liquidators' letters, irrespective of their relevance or otherwise to the present dispute (see section IX.D. below).

D. Third round of submissions, hearing and witnesses

161. On 19 September 2024, the Appellant expressed its preference for a video hearing and CMC to be held in this matter, in view of the legal and factual issues at stake, the experts and witness to be heard, as well as the political situation in Israel. Alternatively, it sought permission to file new witness statements and/or complete their legal opinions in relation to the amounts admitted by state courts in favour of two players, interest under Israeli law and the solidarity contribution paid by a Chinese club.

162. On 25 September 2024, the Respondent objected to such requests. It underlined that the Appellant had failed to formally call any expert or witness in its written submissions, and could not rely on exceptional circumstances to justify a third round of submissions. It stated that a hearing and CMC were not necessary and should, in the event of a decision to the contrary, be held remotely after 2pm. It then reiterated its position on several occasions, even going so far as to waive the testimony of its own experts.

163. On 15 October 2024 onwards, the Panel decided that there was no need to hold a CMC, to refuse any further written submissions and evidence, to hold a video hearing, to hear Profs. Hamdani and Kimhi (experts) in a witness conference, as well as Mr Greenberg (witness) separately.

164. The Panel recalls that, according to Articles R51 et seq. of the CAS Code, the exchange of written submissions is usually limited to one round, supplemented if necessary by a CMC and hearing. In this case, the Parties had the opportunity to present their arguments in two detailed exchanges of written submissions. They were then able to explore the main issues in greater depth at the hearing, as well as any related topics. They acknowledged at the end of the hearing that their right to be heard had been fully respected, in line with current practice (CAS 2014/A/3669, para 28; CAS 2021/A/8060, para 172; CAS 2021/A/8311, para 203, and references).

165. The Panel fails to see how additional submissions and evidence on some contentious questions would have been useful or justified by exceptional circumstances under Article R56 of the CAS Code. These questions were mostly dealt with by FIFA bodies in decisions that entered into force, and cannot be revisited in disciplinary proceedings.

They are not decisive for the outcome of the present dispute (in the same vein, see CAS 2017/A/4271, para 52).

166. The Panel confirms that it was justified to hear Profs. Hamdani and Kimhi, who were repeatedly mentioned in the Parties' written submissions, and drafted the most recent expert reports. It was equally prepared to give limited weight to Prof. Libson report and Mr Greenberg's affidavit, despite their absence at the hearing and resulting lack of cross-examination (CAS 2016/A/4803, para 101; CAS 2023/A/9578-80, paras 109ff).

X. MERITS

167. The main issues to be resolved by the Panel are:

A. FIFA's jurisdiction and discretion to close the proceedings

B. The sporting continuity or succession of the Football Club

C. The "Nissanov Commitment"

D. The Creditors' diligence

E. The absence of abuse of process or bad faith

F. The double jeopardy

G. The determination of the sanction(s)

A. FIFA's jurisdiction and discretion to close the proceedings

168. The Appellant contests FIFA's jurisdiction. It submits that all disciplinary proceedings should have been closed pursuant to Article 59 of the FDC, since they involved issues pending before Israeli courts.

169. The Respondent asserts that Article 59 of the FDC does not require the automatic closure of the disciplinary proceedings in case of state proceedings, and that such a decision was not warranted in these cases, given that Poalei Tel Aviv could still dispose of its assets.

170. The Panel recalls that Article 59 of the FIFA FDC states as follows (emphasis added):

*"Proceedings **may be** closed when:*

a) the parties reach an agreement;

b) a party is under insolvency or bankruptcy proceedings pursuant to the relevant national law and is legally unable to comply with an order;

c) a club is disaffiliated from an association;

d) the alleged violation has not been proven".

171. The majority of the Panel (hereinafter: "the Panel") concurs with FIFA that Article 59 (formerly Article 107) of the FDC does not entail the automatic closure of disciplinary proceedings in the presence of state proceedings, and that a balancing of interests must be conducted. In CAS 2015/A/4162, para 80, the panel rightly pointed out that:

"Article 107 lit. b of the FIFA Disciplinary Code does not totally forbid enforcement proceedings according to Article 64 of the FIFA Disciplinary Code in case insolvency proceedings have been initiated. Instead, Article 107 (b) of the FIFA Disciplinary Code provides that the closing of the disciplinary proceedings is at the discretion of the FIFA DC. The question thus is under what conditions the FIFA DC may continue the enforcement proceedings despite the opening of insolvency proceedings. Ultimately, Article 107 (b) of the FIFA Disciplinary Code demands that a balance of interest takes place between the rationale of Article 107 (b) of the Disciplinary Code and the scope of the FIFA Regulations on training compensation (i.e. to "[improve] *the game of football constantly and* [to promote] *it globally" – Article 2 lit. (a) of the FIFA Statutes; to establish the "basic principles that guarantee a uniform and equal treatment of all participants in the football world" – cf. paragraph 1.2 of the Commentary to Article 1 of the Regulations for the Status and Transfer of Players and to establish a level play field among all stakeholders)".*

172. It follows from the above that whether or not recognition is granted depends on a balancing of the interests involved and, therefore, must be decided on a case-by-case basis. In CAS 2013/A/3321, paras 8.8ff, the panel found that:

"The word "may" in Article 107(b) of the FIFA Disciplinary Code implies that the FIFA DC has a discretion to close the proceedings, but no obligation to do so.

The mere fact that a party has been declared subject to insolvency proceedings by a national State Court does therefore not necessarily imply that proceedings must be closed. Accordingly, other factors must also be taken into account in deciding whether or not to close the proceedings.

The Panel notes in this connection that the Respondent has apparently altered its practice after the decision in the case CAS 2012/A/2750 with the effect that there is no automatic termination of disciplinary proceedings, but that the FIFA DC apparently makes a case-by-case evaluation, which is a practice the Panel endorses".

173. The same considerations can be drawn from sporting succession cases, bearing in mind that FIFA is accustomed to giving weight to state proceedings by recognising the amounts of claims admitted by state courts and assessing the diligence of creditors in

this context (see e.g. CAS 2011/A/2646, paras 11ff; CAS 2020/A/6941, paras 77ff; CAS 2021/A/8060 & 8061, paras 180ff; CAS 2022/A/9044, paras 109ff).

174. The Panel finds that, under the very specific circumstances of these cases, there was no justification to close the proceedings, as Poalei Tel Aviv could not rely on a favourable balance of interest, as will be shown in more detail below.

175. To begin with, the rationale behind the concept that enforcement proceedings may be closed when a debtor is undergoing insolvency/bankruptcy proceedings was primarily aimed at avoiding that a disciplinary sanction be imposed against a debtor party that due to the application of local insolvency law can no longer dispose of its assets and is bound by strict rules regarding the distribution of its estate (potentially subject to criminal sanctions (CAS 2012/A/2759, para 121; CAS 2017/A/5054, para 87). This is clearly not the case here, since the Appealed Decisions are directed against Poalei Tel Aviv, which owns and operates the Football Club and is not undergoing any sort of insolvency or bankruptcy proceedings.

176. Moreover, the Football Club itself has never ceased operation. Although its activities were sold to Poalei Tel Aviv eight years ago, it was able to continue its operation without interruption despite the existence of foreign claims. Due to the event of insolvency, it was sanctioned with the imposition of a points deduction under the IFA regulations, which, in part, led to its relegation.

177. In the same line, the advancement of the state proceedings before the Israeli authorities cannot benefit the Appellant, since they relate to a different entity (Harel Holdings) and/or subsidiary issues (the Nissanov Commitment). Moreover, these proceedings were only able to progress because of the duration of the FIFA disciplinary proceedings, which had initially been directed against the wrong entity, and had to be restarted *de novo*. Although this error was primarily attributable to FIFA, the CAS award finding this irregularity also emphasised that the Appellant had *"consciously or unconsciously, contributed to create the situation that has led to this serious procedural flaw"* by adopting ambiguous conduct. By way of example, the Appellant filed its appeals in the name of "Hapoel Tel Aviv FC", while acknowledging that the latter had no legal personality, and provided a power of attorney in the name of Harel Holdings. Similarly, the Appellant created some confusion by indicating that the legal counterparty to the contracts underlying the contractual disputes at stake was the Football Club, either by using its official name or a variant of it under the signature caption. It also incorrectly stated in some of these contracts that the Football Club was a member of the IFA (CAS 2020/A/6778, para 170).

178. The particularities of sports in situations such as the present one, have to be taken into consideration and the different remedies available must be adapted in order to facilitate

harmonisation in football. This includes the application by FIFA of its own regulations before its internal bodies if it can proceed with the case. In this context, the jurisprudence and legal writing quoted by the Appellant are based on different facts, incomplete and of no avail.

179. Consequently, the Appellant's objections must be dismissed.

B. The sporting continuity or succession of the Football Club

180. The Appellant does not consider itself liable for the debts generated under the management of Harel Holdings. It argues that it is not bound by the principle of sporting continuity, and denies being a legal or sporting successor.

181. The Respondent maintains, on the contrary, that Poalei Tel Aviv is liable, on account of the sporting continuity principle. In its view, the Football Club never became extinct or stopped its activity and, therefore, a new entity did not succeed it.

182. The Panel points out that Article 21 of the FDC reads as follows (emphasis added):

"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS":

a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:

b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;

c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;

d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason; e) in the case of associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply

in full with the decision within the period stipulated, additional disciplinary measures may be imposed;

f) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.

2. With regard to financial decisions passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, disciplinary proceedings may only commence at the request of the creditor or any other affected party who is entitled to be notified of the final outcome of the said disciplinary proceedings, including the motivated decision if so requested.

3. If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. Where a registration ban (in the case of a club), a ban on any football-related activity (in the case of a natural person) or a disciplinary measure (in the case of associations) has been enforced against a debtor in accordance with this article in relation to a financial obligation resulting from a CAS or FIFA decision and where the debtor provides FIFA with reliable evidence of having complied with such decision, such ban or measure may be provisionally lifted.

The creditor will be invited to confirm whether such payment has been made. […]

4. The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.
[…]*"*

183. The Panel is cognisant that, based on Article 21 of the FDC, not only the original debtor shall be subject to disciplinary sanctions, but also its "sporting successor". Accordingly, this article does not leave any discretion for the adjudicatory body, in that it implies that if a club is considered to be a "sporting successor" of a non-compliant club, it shall also be considered a non-compliant party. Likewise, it is not intended to provide an exhaustive list and contains elements of varying importance that may lead, without not all of them being met, to the conclusion that a club has to be regarded as a "sporting successor". Ultimately, it is interpreted as having a broad scope, encompassing cases where state bankruptcy or liquidation proceedings have already been opened (CAS 2011/A/2646, para 15; CAS 2020/A/6884, para 138; CAS 2020/A/6941, para 77; CAS 2020/A/7092, paras 73ff and 148; CAS 2020/A/7314, para 148; CAS 2020/A/7543, paras 82ff; CAS 2021/A/8060 & 8061, para 180; CAS 2021/A/8331, para 156; CAS 2022/A/9044, paras 97ff).

184. Drawing from this regulatory basis and relevant jurisprudence, the existence of a sporting succession is rooted in various criteria, including:

- Headquarters;
- Name;
- Legal form;
- Team colours;
- Players;
- Shareholders, stakeholders, ownership, management;
- Category of competition;
- Public information;
- Founding year;
- Licence;
- Acquisition of sporting assets and federative rights;
- Emblem, logo;
- Stadium.

185. The concept of "sporting succession" arose from the willingness to protect players' and clubs' entitlements, to ensure contractual stability and fair competition and to discourage fraudulent behaviour on the part of successor clubs, by preventing them from benefiting from their predecessor's results, fan base and revenues, without assuming the associated liabilities. It developed alongside the fact that a "football club" has been defined by various CAS panels as a *"sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it"*. It was differentiated from the theory of "sporting continuity", which was created by means of recent rulings to take account of cases where the club in question has in fact never ceased to exist, while relying on similar assessment criteria (CAS 2020/A/7543, para 53; CAS 2021/A/8060 & 8061, paras 204ff; CAS 2021/A/8446, para 141; CAS 2022/A/9044, para 101).

186. The first aspect to be determined is thus whether the matter at stake concerns a situation of sporting succession or sporting continuity. The demarcation was clearly explained in CAS 2021/A/8060, para 209 (emphasis added):

"In this sense, for us to be faced with a case of possible sporting succession, prior to analysis of the elements that may characterize the entities in question, it is necessary to begin by understanding ***whether the club itself, or the entity targeted by the decision/contract that serves as the basis for the claim, ceased to exist or was detached from its activity*** *at some point in time. If the answer to this question is affirmative, the new entity may only assume the responsibilities or liabilities of the previous one when it is declared as its sporting successor; on the contrary,* ***if the targeted entity never ceased to exist or maintained its activity without any interruption, then a situation of plain and simple sporting continuity and not sporting succession*** *may be in question"*.

187. Against this background, the Panel considers that Hapoel Tel Aviv remained the same club uninterruptedly before and after the change of legal entities in January 2017 from Harel Holdings to Poalei Tel Aviv. This constitutes a clear-cut case of sporting continuity. This is evident from an analysis of the Football Club's characterising elements below, which are undisputed:

(1) **same federative license**: the Football Club maintained one and the same federative license, as confirmed by the IFA.

(2) **same competition level**: the Football Club continued to compete with the majority of its squad in the Israeli Premier League (which ended in May 2017). It was only relegated to the "Liga Leumit" at the end of the season 2016/2017 due to its poor performance and following the deduction of 9 points by the IFA. It returned to the Israeli Premier League for season 2018/2019 and was subsequently relegated again in season 2023/24.

(3) **same name and organisation**: the Football Club continued to present itself as "*Hapoel Tel Aviv FC*" and act through its corporate entity (being devoid of legal personality).

(4) **same history, titles and sporting achievements**: The Football Club left the substance of its website unchanged. The website includes a detailed list of entries that explain its history, its past and present icons, players, coaches, and even historical group pictures since its founding year in 1923.

(5) **Same colors and logo**: the Football Club kept the same colours and logo. The logo represents a sportsman inside a sickle and hammer - the symbols of socialism - and includes the two stars for wining 13 championships (the last one in the 2009/2010 season), each of them awarded for every five championships won.

(6) **same registered address/headquarters**: The Football Club maintained its headquarters at 8 Halohamim Street, Post Box 8402, IL-61084, Tel Aviv.

(7) **same stadium**: the Football Club carried on playing in the Bloomfield Stadium, in Tel Aviv.

(8) **same internet domain**: the Football Club uninterruptedly used the internet domain htafc.co.il and the website https://www.htafc.co.il.

(9) **same FIFA TMS ID number**: the Football Club continued to use the same FIFA TMS ID number.

188. The Panel is carefully aware that the application of Article 21 of the FDC to cases where bankruptcy or liquidation proceedings have been opened is based on legal and economic

premises which are not without controversy. It is also conscious of the increasing weight granted to national laws and the non-linear and complex nature of FIFA's regulatory system in cases of sporting succession. However, it deems that this system, the interpretation and possible review of which is primarily the responsibility of FIFA, does not disregard the main principles of insolvency laws, since it involves a balancing of interests, and takes into account the amounts of claims admitted by state courts and the diligence of creditors in this context. In particular, it does not violate the principle of equality of creditors and states' monopoly on execution from the standpoint of Swiss public policy, while being justified by the need for harmonisation in football, as recently confirmed by the Swiss Federal Tribunal (SFT 4A_616/2021, paras 5.4ff; see also SFT 4A_246/2022, para 6.3.2; CAS 2016/A/4787, para 137; CAS 2020/A/7061, paras 112 and 150; CAS 2020/A/7065, para 110).

189. The Panel further considers that the Appellant benefitted from acquiring the Football Club's trading name, which remained completely unaltered. It took advantage of all its assets and key features, by making use of its licence, competition level and historic elements (i.e. name, logo, colors, stadium, headquarters, history, trophies, etc.). It should therefore also be liable for the previous Debts as established in the Infringed Decisions and related CAS awards. The subsidiary arguments raised in support of the appeals, such as the means of payment of an alleged solidarity contribution paid by a Chinese club, do not detract from this.

190. In reaching this conclusion, the Panel does not overlook the fact that the concept of "club" must be handled with caution, especially in countries where, as in Israel, they have no legal personality and are owned by a commercial body, at the risk of creating a situation of "endless entities". Moreover, the circumstances of this case, and the submissions advanced in it, are very different from those of the above-cited awards CAS 2021/A/8060 & 8061. In those cases, (i) there was always a "parent" (the association) which granted rights to two corporate entities (a limited company then, two years after its insolvency, a cooperative company); (ii) there was not a transfer of assets within an insolvency procedure, instead upon the liquidation of the limited company the sporting rights were lost and intellectual property and management rights reverted to the parent association, to then be granted to the new cooperative company two years later; (iii) the liquidation of the limited company was part of the factual pattern and was relied upon to seek to extinguish joint liability, but the thrust of the appellants' submissions concerned the competence of the FIFA DC to issue its decisions in that circumstance and an assessment of whether the factual elements supported a finding of sporting succession.

191. The point remains that, in this particular instance, all the elements converge to recognise not only the existence of continuity but also of liability under the applicable criteria.

C. The "Nissanov Commitment"

192. The Appellant asserts that the transfer of ownership of the Football Club from Harel Holdings to Poalei Tel Aviv (Nissanov Group) was made free of any debt, or past liability and that any other interpretation would violate Israeli law.

193. The Respondent affirms that the Nissanov Group committed to pay certain pre-existing debts, including those that are the subject of these proceedings, and that such commitment complies with Israeli Law.

194. The Panel heard expert evidence from Professor Hamdani for the Appellant and Prof. Kimhi for the Respondent on the principles of interpretation of contracts under Israeli law and specific features of Israeli insolvency law. In addition, the Respondent filed an Expert Opinion from Professor Libson. As he was not presented to be cross-examined, the Panel has given less weight to his opinion, but observes that it is entirely consistent with the testimony of Prof. Kimhi.

195. The experts agreed on certain elements of Israeli law, including as follows:

- Further to s25 of the Contract Law (General Part), 1973 *"[a] contract will be interpreted in accordance with the intention of the parties, but if the intention of the parties is clearly manifested in the contract's language, the contract will be interpreted pursuant to its language."* When that contract arises in the context of insolvency proceedings, weight will be assigned to principles of insolvency law.

- Further to s34A of the Sales Law, assets sold by a judicial authority – such as a court approved sale in insolvency proceedings – are generally sold free of any third party's liens or rights in the assets sold. There are, however exceptions: *"[w]hen an asset is sold by a court of law…the ownership shall pass to the buyer void from any lien or other right in the asset, except for a right that is not voided as per the terms of the sale…"*.

196. The experts disagreed on the scope of the exceptions contained in the Israeli Sales Law and equality principle, and held diametrically opposed views on the existence of the commitment and its lawfulness.

197. The Panel is not required to make a final determination on these subsidiary issues, in light of its conclusion as to the existence of sporting continuity. However, it is satisfied from its thorough review of the file that the Nissanov Group was willing to pay pre-existing debts, or at least assumed that it would be liable under FIFA regulations, and agreed to proceed with the acquisition on that basis.

198. The Panel's findings revolve around four main points, which are developed below:

(1) The language of the Nissanov Offer;
(2) The record of the District Court's hearing;
(3) The terms of the Liquidation Order;
(4) Mr Greenberg's affidavit

(1) The language of the Nissanov Offer

199. The starting point for this analysis is the Nissanov Offer, which set out the offer made by the Nissanov Group to acquire the activities of the Football Club and which was approved by the District Court in its Liquidation Order of 4 January 2017, subject to the clarifications provided at the hearing before it.

200. Clause 4(h) of the Nissanov Offer states in its relevant part as follows (emphasis added):

> *""It is also known to the undersigned that there are judgements of the CAS (the Court of Arbitration of Sport) and of the Court of Arbitration of FIFA against the Club and/or the team and/or the Companies, and that pending legal proceedings are being conducted against them, and there are also pending demands, all of which are in respect of debts and/or causes of action and/or events relating to the activities of the Companies prior to the purchase (hereinafter. "Claims Abroad") and that it is my responsibility to examine the legal or general implications of the judgment and/or the pending proceedings.* […]
>
> *Against the Offeror's agreement to attempt to contend with debts to an estimated extent of approximately NIS 30 million of Claims Abroad and* ***subject to the condition that he will be obliged to pay amounts in actual practice*** *accordingly, therefore upon and after approval of the Offer by the court, the Trustees will assign to the Offeror the following rights* […]*".*

201. This clause gave rise to differing interpretations by the Parties. The Panel notes, however, that (i) the remainder of the clause assigned to the Nissanov Group rights over certain claims and a cash surplus, (ii) it is followed by a provision (at clause 4(i)) specifying that the purchasers were to have both conduct of and discretion over the proceedings, and strategy, concerning the so called Foreign Claims , and (iii) (by clause 18) the conditions of sale are generally subject to s 34 of the Israeli Sales Law.

(2) The record of the District Court's hearing

202. The hearing of the various applications in the insolvency proceedings took place on 4 January 2017. Nineteen different parties were represented by counsel including the Trustees, Harel Holdings, the Nissanov Group and Amrani Group, the IFA, the players' union, the Israeli tax authorities, the Official Receiver, and different creditors. The Panel was provided with the transcript of the hearing before the District Court, which sets out a verbatim record of the parties' and intervenors' submissions at the hearing.

203. Counsel for the Trustees explained that the Nissanov Offer was the most suitable as it encompassed responsibility for the "claims abroad", with an expected reduction of NIS 30 million of claims from the liquidation estate. He also referred to the Israeli Sales Law, and the disciplinary sanctions that could be imposed by FIFA in case of non-payment of those claims abroad (emphasis added):

*"**We looked in depth at the issue of the team's foreign debts**, i.e. of the players that had brought claims or could bring claims in FIFA institutions, in other institutions, something that constitutes a problematic event in sport because **quite serious sporting sanctions can be imposed** on the team in relation to non-payments ... **This is a matter that is being dealt with outside the present legal case, despite the fact that, in our view, the matter can and should be addressed in accordance with Article 34 of the Sale Law**. This article is still not appreciated and recognised in any country of the world.*

*Where we looked in depth at the problem, thorough work was carried out and **it became clear that the exposure is substantial and is as much as NIS 30 million**, the purpose of the players' interest and arbitrations that have been submitted and can be submitted abroad to FIFA* […].

*Unfortunately, we have to recommend one bid and we are recommending the Nisanov bid. In terms of the principle elements of the bid, legally it is not possible to implement a creditors' settlement and so we have ended up here. **It is also a result of the catastrophic situation that I described earlier in relation to the club's situation, even under Article 34(a) of the Sale Law.***
[…]

***On the subject of the bid, what is important is that we are dealing once and for all with the foreign NIS 30 million exposure "hump" logically and in a systematic way...For our part, we have undertaken to help without it burdening us with costs**".* […]

As regards the benefit for creditors and the alternatives that are on the agenda - as I said, from a legal point of view, we are going through a liquidation process one way or another, so that the distribution is not within a creditors framework…the sale of a going concern is infinitely preferable to shutting down on a number of grounds:

*1. **A very large sum of around NIS 30 million will come down from the raft of law suits that will be brought against the liquidation estate for the simple reason that the bidder takes upon itself and, from the point of view of the sport, will be forced to solve it. That is to say, there is no way this "hump" will keep on running and, therefore, we have gained a huge amount**.*
[…]

[Counsel then summarised other grounds before commenting on the competing Amrani Group bid, noting *"[e]ven the treatment of the foreign debts was not taken seriously…"*]

204. Counsel for the Nissanov Group submitted:

"The trustees are selling us an operation that is exposing us to losses estimated at around NIS 30 million…only in the upcoming seasons will be begin negotiations with FIFA in order to reduce the exposure that was revealed in the negotiations.". […]

"…the things my colleague [Counsel for the Trustees] said are accurate and clearly show how the creditors' fund has succeeded in getting rich to the tune of millions of shekels as a result of a buyer coming in at a time when the team is still alive...".

205. Counsel for the IFA expressed his satisfaction with the Nissanov Group's willingness to assume foreign liabilities. He explained in detail the mechanisms of FIFA regulations, in particular Article 64 (now Article 21) of the FDC:

"I was pleased to hear that there is intent to act against foreign liabilities. This is very, very important…In FIFA's world, when a club experiences economic difficulties, the last in the queue are those that have been abroad and the club goes on paying players, goes on buying players, goes on being in contact with trustees when it has problems and then in the end they remain. FIFA balances things according to the normal international outlook. As for the buyer, it must take into account the risk that it needs to pay these amounts, ***otherwise the club will be liable to pay amounts and, if it does not pay, it will have points deducted, they will instruct us to relegate it and that has happened. It is an international risk*** […].

There is a provision in Article 64 of FIFA's Disciplinary Code that every football player is required to implement the decisions of FIFA and CASS (sic)". [Adv. Barak then set out a summary of FIFA process focussing on the obligation of the club to pay and the consequences for the club and IFA if it does not].

206. Counsel for the Amrani Group bidders (who had made the alternative offer to that from the Nissanov Group), focused his attention on the need to start the Football Club's operations afresh:

"For example, the foreign claims – if we look at what appears to be written in the bid, "contrary to the bidder's agreement to try and deal with debts…". By this method, we will go back to how Hapoel Tel Aviv is today, if not worse. Without the prudent use of Article 34, it will not be possible to restart operations properly […].

As for the foreign claims, I do not understand what this creditor preference method is. There are liquidation laws in the world too and, with all due respect to FIFA, FIFA does not generally take immediate action…I think the Nissanov Group's bid is not good in relation to FIFA's claims. If these sums are meant to indemnify these charges, even better, the trustees should do it and will thereby not come up against creditors' preference […].

I am of the opinion that the only way is the way we have suggested in accordance with Article 34 in order to clear the table".

207. Finally, counsel for an unidentified creditor expressed concern about the security provided by the Nissanov offer and wanted it to be improved:

"There is no obligation on the part of the bidders in the event that they need to deal with FIFA's arbitral awards…I am saying that the bid can be improved. In fact, they are taking on cold liabilities of 30 million and that is what will happen in a few months' time".

(3) The terms of the Liquidation Order

208. Following that hearing, and the opportunity for any and all interested parties to make submissions, the District Court issued the Liquidation Order. The most salient and relevant features of the Liquidation Order are repeated here for ease of understanding:

- The difficulty in finding a purchaser for the Football Club *"was due primarily to the debts the Club has as a result of judgments and arbitration awards that were handed down against it by various tribunals abroad, including FIFA institutions and the Supreme Court in Lausanne, Switzerland (CASS) (sic) as well as claims from abroad which are assessed by them in a sum of about NIS 30 million".*

- The court record of the hearing which was held in the stay of proceedings files must be regarded as also being the record in the liquidation files.

- A creditors arrangement was not proposed or possible and it was necessary to order an immediate provisional liquidation and the sale to the Nissanov Group.

- The Nissanov Group offer for the purchase of the Football Club was preferable to that of the Amrani Group for four reasons: (i) the Nissanov Group had deposited a sum of NIS 1 million as security for its obligations, whereas the Amrani Group had not deposited any amount, (ii) the Amrani Group offer could be withdrawn within 15 days whereas the Nissanov Group offer could not be withdrawn, (iii) the Nissanov Group would operate the Football Club immediately whereas the Amrani Group would not, and (iv) the contrasting approach to the handling of the foreign claims, in relation to which the judgment provides

  *"The Nissanov Group has, as stated, taken upon itself the handling and the responsibility with regard to the judgments and claims abroad, whereas in the Amrani Group's offer responsibility for the debts and the demands in respect of claims abroad will fall on the coffers of the liquidation…**This aspect if of a very material nature because it reflects the assuming of a possible obligation running into tens of millions of shekels**".* (emphasis added).

- All proceedings against the Football Club were stayed and no proceedings could be commenced *"except foreign claims as defined above, in relation to which the arrangements as set forth in the offer and in the decision will apply"*.

- Approval was given to the Trustees to sell the activities of the Football Club to the Nissanov Group *"in accordance with the offer submitted and clarifications that were given at the hearing and as stated in the court record and in the decision above"*.

(4) Mr Greenberg's affidavit

209. Mr Greenberg is a member of the Nissanov Group and shareholder in the Appellant. His affidavit dated 18 October 2021 (so over four years after the court hearing) was provided in support of the Liquidators in their action against various parties concerning the affairs of the Football Club prior to its insolvency. His evidence states in part:

"Our agreement does not state and we did not intend it to state in general or vis-à-vis third parties to be responsible for payment of debts as aforementioned, which would have also constituted prohibited creditors' priority. The only thing stated is that we would contend with the proceedings, which means we will finance the administration of those same proceedings, and that if we shall be forced to pay and we shall pay in practice, for example if a grave disciplinary sanction shall be imposed and we shall decide to save the group, only then the rights shall be transferred to us for certain indemnifications….All that is stated in the purchase agreement, and it was acceptable to us, is that we are aware of the fact that there are debts overseas that notwithstanding the liquidation proceedings and the sale it is possible that disciplinary sanctions shall be derived from the and that we shall attempt to contend with the debts in the disciplinary and legal proceedings and prevent imposition of sanctions from overseas".

210. The Panel observes that this evidence supports the proposition that the Nissanov Group acquired the Football Club in the knowledge that it would bear the responsibility to settle the debts that it could not otherwise reduce or extinguish by the conduct of proceedings (at its discretion) and that it would so pay them in order to avoid a disciplinary sanction in the event that it could not reduce or extinguish them.

211. The Panel is cognisant that Mr Greenberg was offered for cross-examination but was not cross-examined as the Respondent did not require him to attend the hearing, presumably because of his relationship of financial dependence with the Liquidators. It considers that his evidence is on the record, with limited value.

(5) Final remarks

212. The Panel is comforted in its view that the position of Poalei Tel Aviv (Nissanov Group) does not hold up under scrutiny. It knowingly committed to pay certain of the Football Club's preexisting debts as part of the sale, regardless of whether or not such commitment was legally binding under Israeli law. It did so after a court hearing in which the sanction regime applied by FIFA in the event of non-payment was the subject of specific submissions and so clearly in the contemplation of the relevant parties. It benefitted from an actual or apparent commitment to pay these debts to distance itself from a rival bidder for the Club failing which its acquisition might not have been possible. It assumed that it would have to settle these debts in order to avoid sanction under the FIFA regulations, and agreed to proceed with the acquisition of the Football Club on that basis in any event. Its refusal to bear responsibility and the resulting disciplinary consequences eight years later appears surprising and inconsistent when placed in the context of the offer, the transcript of the hearing, the Liquidation Order and the evidence of Mr Greenberg.

D. The Creditors' diligence

213. The Appellant claims that the Creditors' alleged inaction during Harel Holdings' insolvency proceedings would impede the imposition of sanctions.

214. The Respondent maintains that the alleged lack of diligence of the Creditors is irrelevant in the context of sporting continuity, and points out that they were in any case included in the list *ex officio*.

215. The Panel sees no *prima facie* reason why the requirement of diligence on the part of the creditors should lose its importance in the context of sporting continuity. Nevertheless, it does not consider it necessary to give a definitive ruling on this issue since, as the Respondent rightly pointed out, all the Creditors' debts were ultimately included in the list. The fact that the inclusion of these claims stems from the proactive approach of the authorities instead of that of the interested parties, had no factual or legal impact, and cannot, on the facts of this case, therefore be held against them.

E. The absence of abuse of process or bad faith

216. The Appellant states that there was no abuse of process or bad faith that could justify imposing sanctions on Poalei Tel Aviv.

217. The Respondent stresses that a finding of sporting continuity or succession does not necessarily have to derive from fraudulent conduct or morally flawed behaviour.

218. The Panel notes that some CAS awards establish that an element of fraud or abuse is a *conditio sine qua non* for the determination of sporting succession between two entities (e.g. CAS 2016/A/4550 & 4576; CAS 2020/A/6873; CAS 2020/A/7183). Nevertheless, the Panel is mindful that this approach is not reflected unanimously in the jurisprudence and moving toward greater flexibility based on the facts and circumstances of each case. As a matter of example, the sole arbitrator in CAS 2020/A/6884 retained that even if this system *"was created to avoid abuse of clubs trying to escape from financial obligations",* it could still apply without such specific circumstances. The same was concluded in CAS 2020/A/7290 and in CAS 2020/A/7543, in accordance to which *"*[…] *shady practices in itself, or rather fraudulent practices by parties trying to avoid payments, do not constitute a conditio sine qua non in order to conclude that sporting succession occurred. In other words, sporting succession can exist even if there is absence of such practices"* (for more details, see CAS 2023/A/9809, para 106).

219. The Panel is prepared to subscribe to this flexible approach in the context of sporting continuity. It reiterates that, even if it is not alleged that the Appellant committed abuse in relation to the acquisition of the activities of the Football Club, it did not behave irreproachably in the matters that arose thereafter, by assuming liability to settle the foreign claims to obtain authorisation to buy the Football Club, and then refusing to settle those same claims (see section X.C., paras 194ff).

F. The double jeopardy

220. The Appellant argues that imposing further sanctions would breach the principle of double jeopardy, as the Football Club already had points deducted by the IFA in 2017, based on the same facts.

221. The Respondent contends that the principle of double jeopardy is irrelevant, since the FIFA and IFA proceedings had a different purpose and scope.

222. The Panel does not see room for the application of the double jeopardy principle, which presupposes the imposition of sanctions within the same regulatory framework. In the present cases, further to the IFA regulations the Football Club was sanctioned with a points deduction due to undergoing an event of insolvency. That is separate and different to a consideration of whether the Football Club has violated Article 21 of the FDC by failing to respect the Infringed Decision and CAS awards. Ultimately, the consequences of national proceedings are more limited compared to those resulting from FIFA DC's decisions, which entail transfer bans with a worldwide effect (in the same vein, see CAS 2015/A/4343, para 101; CAS 2013/A/3256, paras 156f and 167).

G. The determination of the sanction(s)

223. The Panel observes that the Appellant does not provide any other substantiated argument as to why it should not be sanctioned, or be sanctioned differently under Article 21(1) of the FDC. Accordingly, the consequences imposed by the FIFA DC under this provision must be confirmed.

224. The Panel recalls for the remainder that it is not for it to review the amounts and interest admitted by FIFA first instance bodies in relation to liquidation proceedings, given that these have been in force for several years (CAS 2006/A/1008, para 16; CAS 2013/A/3323, para 72; CAS 2013/A/3380, para 55; CAS 2015/A/4271; CAS 2017/A/5401, para 56).

XI. CONCLUSION

225. Based on the foregoing, the majority of the Panel holds that:

(i) The FIFA DC had the authority to initiate disciplinary proceedings.

(ii) Poalei Tel Aviv is liable for the Debts generated by the Football Club as set out in the Infringed Decisions and CAS award whilst it was under the management of Harel Holdings (in Liquidation) due to the sporting continuity principle and its overall conduct.

(iii) The principles of diligence, bad faith and double jeopardy are of no avail.

(iv) Sanctions were rightly imposed under Article 21 of the FDC.

(v) The Appealed Decisions are confirmed.

XII. COSTS

(…)

* * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

I. In the matter CAS 2023/A/10114:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-12648 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-12648 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

II. In the matter CAS 2023/A/10117:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-12650 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-12650 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

III. In the matter CAS 2023/A/10118:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-12651 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-12651 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

IV. In the matter CAS 2023/A/10119:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-12652 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-12652 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

V. In the matter CAS 2023/A/10121:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-12654 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-12654 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

VI. In the matter CAS 2023/A/10122:

1. The appeal filed on 7 November 2023 by Poalei Tel Aviv Holdings Ltd against the decision FDD-13657 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is dismissed.

2. The decision FDD-13657 of the Deputy Chairperson of the FIFA Disciplinary Committee of 31 July 2023 is confirmed.

3. (…).

4. (…).

5. All other motions and/or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 20 May 2025

THE COURT OF ARBITRATION FOR SPORT

Stephen Sampson
President of the Panel

Petros Mavroidis
Arbitrator

José J. Pintó
Arbitrator

Alexandra Veuthey
Clerk