



TAS / CAS

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

CAS 2024/A/11091 FEGUIFUT v. FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland

Arbitrators: Mr João Nogueira da Rocha, Attorney-at-law, Lisbon, Portugal

Mr Kepa Larumbe, Attorney-at-law, Madrid, Spain

in the arbitration between

Equatorial Guinean Football Association, Malabo, Equatorial Guinea

Represented by Mr Paolo Torchetti, Legal Counsel, Toronto, Ontario, Canada

- Appellant -

and

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Carlos Schneider, FIFA Director of Judicial Bodies

- Respondent -

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I. PARTIES

1. The Equatorial Guinean Football Association is an association with its registered office in Malabo, Equatorial Guinea (The “FEGUIFUT”). It governs football within the Equatorial Guinean territory and is affiliated to the Fédération Internationale de Football Association.
2. The Fédération Internationale de Football Association is an association under Swiss law and has its registered office in Zurich, Switzerland (“FIFA”). FIFA is the governing body of international football at worldwide level. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.
3. The FEGUIFUT and FIFA are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings, and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions, pleadings, and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Panel has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it deems necessary to explain its reasoning.

A. *The matches played by Mr Emilio Nsue López at International level*

5. Mr Emilio Nsue López, born on 30 September 1989, is a professional football player of Spanish and Equatoguinean nationality (the “Player”).
6. Between 2005 and 2011, the Player played at international level for Spain as follows:
 - at U16 level: 3 friendly matches in 2005;
 - at U17 level: 3 friendly and 4 official matches in 2006;
 - at U19 level: 7 friendly and 13 official matches between 2006 and 2008;
 - at U20 level: 2 friendly and 7 official matches in 2009;
 - at U21 level: 5 friendly and 3 official matches between 2009 and 2011.
7. By means of letters dated 23 February and 4 March 2013, the FEGUIFUT informed FIFA that it requested from the Real Federación Española de Fútbol (“RFEF”) “*the release of the player*”, in order for him to play for its representative teams.
8. On 7 March 2013, FIFA informed the FEGUIFUT that a formal decision by the Players’ Status Committee was required for the Player’s change of association, in accordance with the Regulations Governing the Application of the Statutes (“RGAS”). FIFA also made it

clear that the Player could not represent any national team until his application had been processed.

9. On 24 March 2013, the Player made his first official appearance for the FEGUIFUT in a FIFA World Cup 2014 preliminary competition match between Equatorial Guinea and Cape Verde.
10. On 3 April 2013, FIFA initiated disciplinary proceedings against the FEGUIFUT in relation to the match played on 24 March 2013.
11. On 13 May 2013, the FEGUIFUT was notified of the decision passed by the FIFA Disciplinary Committee in relation to the match played on 24 March 2013. A sanction was imposed on the FEGUIFUT, consisting of a CHF 12,000 fine and the loss of the match by forfeit.
12. On 8 June 2013, the Player made his second official appearance for the FEGUIFUT in a FIFA World Cup 2014 preliminary competition match between Equatorial Guinea and Cape Verde.
13. On 12 June 2013, Disciplinary proceedings were opened against the FEGUIFUT in relation to the match played on 8 June 2013.
14. On 11 July 2013, the FIFA Appeal Committee confirmed the decision passed by the FIFA Disciplinary Committee with regard to the match played on 24 March 2013.
15. On 19 July 2013, the FEGUIFUT was notified of the decision passed by the FIFA Disciplinary Committee in relation to the match played on 8 June 2013. A sanction was imposed on the FEGUIFUT, consisting of a CHF 30,000 fine and the loss of the match by forfeit. It is not disputed that this decision came into force.
16. On 22 August 2013, the FEGUIFUT submitted to FIFA a request for a change of association of the Player, supported by various documents. In particular, the FEGUIFUT provided an official decree issued on 1 August 2013 by the Ministry of Justice, Worship and Penitentiary Institutions of Equatorial Guinea confirming that the Player “recovered” his Equatoguinean nationality (free translation of “recuperación de la nacionalidad”) with effect as from 4 March 2013, *i.e.* the date he filed his application in this regard, together with all the favorable rulings (free translation of “*con efectos desde la fecha de incoación del expediente con todos los pronunciamientos favorables.*”).
17. On 16 November 2013, the Player played a friendly match for the FEGUIFUT against Spain.
18. On 18 December 2013 and after various exchanges, FIFA informed the FEGUIFUT of the following (as translated from Spanish into English by FIFA):

“Therefore, based on the documents currently in our possession, the player Emilio Nsue López does not appear to be entitled to request a change of association since, apparently, he only acquired Equatorial Guinean nationality after having played

his first international match in the context of an official competition with the Royal Spanish Football Federation.

Notwithstanding the above and in the event that any element of the present matter has been overlooked, we kindly ask that you complete your request with all the necessary information and/or documentation you deem necessary, translated, if applicable, into one of the official FIFA languages (English, French, Spanish, and German”.

19. Between 24 March 2013 until 28 January 2024, the Player played for the representative teams of the FEGUIFUT in 42 matches. In particular, he participated in the FIFA World Cup 2026™ preliminary matches between Equatorial Guinea and Namibia on 15 November 2023, and between Liberia and Equatorial Guinea on 20 November 2023.

B. The proceedings before the FIFA Disciplinary Committee

20. On 14 March 2023, FIFA initiated disciplinary proceedings against the Player as well as against the FEGUIFUT for potential breaches of Articles 5 RGAS and 19 of the FIFA Disciplinary Code (“FDC”).
21. In a decision passed on 10 May 2024, in light of Article 5.3 RGAS and considering that the Player acquired the Equatoguinean nationality on 4 March 2013, the FIFA Disciplinary Committee ruled as follows: “[...]”
 36. *[The] Player, given his participation in matches in official competitions for the youth representative teams of Spain, was not entitled to play international matches for the representative team of another association until and unless he would have received a (favourable) change of association decision pursuant to art. 9 RGAS.*
 37. *However, such event never occurred. To the contrary, back in 2013, FIFA denied a request submitted by the [FEGUIFUT] for the change of association of the Player (in order for the latter to play for its representative teams).*
 38. *In other words, after having played his first match in an official competition for the (youth) representative teams of Spain, the Player was tied to said sporting nationality and could not play for the representative teams of another association – including those of the [FEGUIFUT] – in an official or non-official competition.*
 39. *Consistently with the above, the Committee was left with no other alternative but to conclude that the Player was still tied to his Spanish “sporting nationality” and consequently was, at all times, ineligible to play for the representative teams of Equatorial Guinea.*
 40. *In sum, the Committee was satisfied that the [FEGUIFUT] fielded an ineligible player, i.e. the Player, on numerous occasions and, as such, had to be held liable for a breach of art. 5.3 RGAS as read in conjunction with art. 19 FDC.*

41. *By way of consequence, the Committee considered that the [FEGUIFUT] had to be sanctioned accordingly.”*
22. With respect to the sanction to be imposed, the FIFA Disciplinary Committee took into consideration the following:
- “[...] the [FEGUIFUT] has already been sanctioned on several occasions for fielding ineligible players, as follows:*
- *Decision under ref. 110102 (passed on 3 May 2011) related to the fielding of an ineligible player in a match of the Women's Olympic Football Tournament 2012 Prel. Comp. CAF played on 17 April 2011. The sanctions imposed were a (i) fine of CHF 6,000 and (ii) the forfeit of the match;*
 - *Decision under ref. 150902 (passed on 4 March 2016) related to the fielding of an ineligible player within the Women's Olympic Football Tournament 2016 Prel. Comp. CAF. The sanctions imposed were (i) the expulsion from the Preliminary Competition to the 2020 Olympic Football Tournament, (ii) a fine of CHF 40,000 as well as (iii) a reprimand and a warning;*
 - *Decision under ref. 160249 (passed on 28 September 2017) related to the fielding of several ineligible players in multiple matches of the Women's Olympic Football Tournament 2016 Prel. Comp. CAF. The sanctions imposed were (i) the expulsion from the FIFA Women's World Cup France 2019™, (ii) a fine of CHF 100,000 as well as (iii) a reprimand and a warning*
50. *Even more concerning, the Committee took note that, despite (i) having been sanctioned on two occasions by the FIFA Disciplinary Committee for having fielded the Player despite being ineligible (i.e. on identical grounds than in the present case), and (ii) a negative answer from FIFA to its request for a change of association of the Player, the [FEGUIFUT] persisted and continued to field the Player in a substantial number of matches over a significant period of time (while undoubtedly knowing that the latter was ineligible).*
51. *The Committee was thus firmly convinced that the behaviour at stake was particularly serious and, as such, the sanction(s) to be imposed on the [FEGUIFUT] shall reflect those (aggravating) circumstances.*
52. *Taking into account the foregoing, the Committee emphasised that, out of all matches related to the proceedings at stake in which the Player was fielded despite being ineligible, two of them pertained to an ongoing competition, namely the ongoing FIFA World Cup 2026™ preliminary competition.*
53. *In those circumstances, and in order to preserve the integrity of said competition, the Committee determined that those matches (namely Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea played on 15 November*

2023 and 20 November 2023, respectively) shall be declared lost by forfeit by Equatorial Guinea (by a score of 3-0).

54. *This being said, the Committee considered that this sanction alone would not be sufficient and that it should therefore be combined with a fine reflecting (i) the seriousness of the infringements at stake, (ii) the number of matches involved, but also the long period of time during which the Player was fielded despite being ineligible, (iii) the fact that the [FEGUIFUT] had already been sanctioned several times for fielding ineligible players (including the Player), and (iv) that all other matches pertained to competitions already completed.*
 55. *Against this background, the Committee recalled that, in accordance with art. 6.4 FDC, such fine may not be lower than CHF 100 nor greater than CHF 1,000,000.*
 56. *Taking into account all the circumstances of the case, while keeping in mind the deterrent effect that the sanction must have on the reprehensible behaviour, the Committee considered a fine of CHF 150,000 to be adequate and proportionate to the offence.*
 57. *In fact, the Committee was hopeful that the above sanctions would (finally) serve to have the necessary deterrent effect on the Respondent in order to avoid the occurrence of similar incidents in the future.”*
23. As a result, on 10 May 2024, the FIFA Disciplinary Committee issued the following decision:
- “1. *The Equatorial Guinean Football Association is found responsible for having breached art. 5 of the Regulations Governing the Applications of the Statutes (Eligibility to play for a representative team) as well as art. 19 of the FIFA Disciplinary Code (Fielding ineligible player) for having fielded an ineligible player (Mr. Emilio Nsue López) in international matches.*
 2. *The matches Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea of the FIFA World Cup 2026™ preliminary competition (played on 15 November 2023 and 20 November 2023 respectively) are declared lost by forfeit by Equatorial Guinea (by a score of 3-0).*
 3. *The Equatorial Guinean Football Association is ordered to pay a fine to the amount of CHF 150,000.*
 4. *The fine is to be paid within 30 days of notification of the present decision”.*
24. On 29 May 2024, the FEGUIFUT was notified of the grounds of the decision issued by the FIFA Disciplinary Committee (the “Decision of the FIFA Disciplinary Committee”).

C. The proceedings before the FIFA Appeal Committee

25. In a timely manner, the FEGUIFUT lodged an appeal against the Decision of the FIFA Disciplinary Committee before the FIFA Appeal Committee.
26. Before that instance, the FEGUIFUT contended that the Player should have been eligible to represent its teams in international football as of 2013, as he had acquired Equatoguinean nationality at birth through his father, a national of Equatorial Guinea. According to the FEGUIFUT, national legislation provides that children of Equatoguinean parents are granted automatic citizenship. Additionally, the FEGUIFUT claimed that the FIFA Disciplinary Committee relied on the wrong set of regulations, arguing that its Decision was based on the 2019 and later versions of the RGAS and the FDC, rather than the 2013 provisions that were applicable at the time of the alleged violation; *i.e.* the Player's first appearance in a representative team of the FEGUIFUT. According to the FEGUIFUT, the provisions governing players' eligibility remained substantially unchanged across various editions until the 2020 RGAS, which introduced key distinctions - particularly between "holding" and "acquiring" nationality - that were absent in earlier versions. The FEGUIFUT stated that, under the 2013 RGAS, and specifically Article 8(1)(a), the Player met the eligibility criteria by holding the nationality of the representative team at the time of his first appearance. Finally, the FEGUIFUT argued that the CHF 150,000 fine was excessive and should be reduced to CHF 25,000. It claimed that the penalty was disproportionate to the offense and would significantly harm its operations due to its limited financial resources. To support this allegation, the FEGUIFUT provided audited financial statements demonstrating its constrained budget.
27. In its decision and with respect to the applicable law, the FIFA Appeal Committee emphasized that the case before it concerned the Player's eligibility to play for the representative teams of the FEGUIFUT in international matches since 2013, with particular focus on the FIFA World Cup 2026 qualifiers against Namibia and Liberia in November 2023. Since these matches occurred after 1 February 2023, the FIFA Appeal Committee confirmed that the 2023 edition of the FDC was applicable. For completeness, it also noted that, under Articles 4.1 and 4.2 FDC, the 2023 edition applied to offences committed after its entry into force, and may also apply retroactively to earlier offences if it provided for a more lenient sanction. With respect to the applicable edition of the RGAS, the FIFA Appeal Committee underlined that the FEGUIFUT was trying to re-litigate in these disciplinary proceedings the Player's ability to play for its representative teams. The FIFA Appeal Committee recalled however that it was not the competent body to make such an assessment, nor was the FIFA Disciplinary Committee for that matter.
28. As to the merits, the FIFA Appeal Committee held as follows:

“[...] the rule as outlined in the RGAS (across all its editions) is simple: a player – like the Player – who wishes to compete for another member association after they have already played for one representative team cannot do so, unless (a) certain criteria is met and (b) such criteria is approved by FIFA and a change of association is granted.”

60. *In the context of these proceedings, the question whether the Player successfully passed the aforementioned requirements is answered with a simple 'no'. As explained in the relevant sanction above, whether that assessment is correctly made by the relevant FIFA body is beyond the scope of power of the Appeal Committee. The avenues (if any) that the [FEGUIFUT] or the Player might seek regarding obtaining the relevant change of association have to be explored with the competent bodies of FIFA per the RGAS (in its latest edition of May 2024).*
61. *Considering that FIFA had denied the Player's change of association (which the Committee underlines is a mandatory requirement for a player to play for a representative team after they have done so for another representative team), the Player was simple ineligible to compete for the FEGUIFUT as correctly decided in the Appealed Decision – yet he played at least in 42 occasions amongst which two matches of the FIFA World Cup 2026™ preliminary competition. The consequence is that the Appealed Decision must be upheld to confirm that the [FEGUIFUT] breached art. 5.3 RGAS and art. 19 FDC.*
62. *Having determined the [FEGUIFUT's] breach, the Committee turned to determine the applicable sanctions imposed by the Appealed Decision.*
63. *In doing so, the Committee recalled that the [FEGUIFUT] was sanctioned with a forfeit of 2 matches by loss of 3-0 as well as a fine of CHF 150,000. The [FEGUIFUT] in his (sic) request for relief sought to annul the sanction and alternatively to reduce it.*
64. *Having concluded that the [FEGUIFUT] has breached art. 19 FDC, the Committee noted that the said provision allows a margin of discretion to the judicial body, with due consideration however for the integrity of the competition. At the same time, the Committee observed in the first place that the [FEGUIFUT] was a legal person, and as such was subject to the sanctions described under art. 6 (1) and 6 (3) FDC.*
65. *The Committee saw no reason to deviate from the declared forfeits, particularly because the [FEGUIFUT] cannot continue to unlawfully benefit from the Player ability in the field of play while he is not eligible. What is more, the Committee shared the view outlined in the Appealed Decision to the effect that this is far from being the first time where the [FEGUIFUT] has been involved in fielding ineligible players, which include two occasions with the Player himself and three other instances.*
66. *The Committee therefore upheld the Appealed Decision concerning the matches Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea of the FIFA World Cup 2026™ preliminary competition (played on 15 November 2023 and 20 November 2023 respectively).*
67. *With regards to the fine, the Committee was comfortable to note that while the [FEGUIFUT] has stated that the issues at stake were caused by the FEGUIFUT's previous administration, the truth of the matter is that the*

responsibility of the association itself and not its administrators – who also have a fiduciary duty to be acquainted with all the matters pertaining to their association.

68. *Considering this scenario, the Committee was of the opinion that the amount of the fine is necessary and adequate for the matter at hand, especially with consideration to the aggravating factors that (a) the Player's request for a change of association was denied by FIFA expressly, yet the Player was fielded 42 times since then, (b) the FEGUIFUT was involved in other matters pertaining to fielding ineligible players and (c) there were disciplinary sanctions rendered against the [FEGUIFUT] concerning the Player himself being fielded while ineligible.*
 69. *Notwithstanding the foregoing, the Committee was prepared to make use of the powers under art. 27 FDC and subject the serving of payment of CHF 100,000 out of the CHF 150,000 to a probation period of two years. The Committee believed this was adequate to serve as education purpose of the sanction imposed and incentivize that the FEGUIFUT adopts the necessary measures to ensure all of its teams fields only eligible players in its future matches.*
 70. *By operation of art. 27 FDC, in case of failure by the [FEGUIFUT] to comply with the above within the stipulated deadline, the suspension shall be revoked and fine of CHF 100,000 shall be fully paid immediately. By the same token, if the [FEGUIFUT] commits another infringement of a similar nature and gravity during the probationary period, the suspension on paying the fines shall be revoked and the Respondent shall serve the sanction imposed in full, without prejudice to any additional sanction imposed for the new infringement."*
29. As a result, on 17 October 2024, the FIFA Appeal Committee issued the following decision:
- "1. *The appeal lodged by the Equatorial Guinean Football Association against the decision of the FIFA Disciplinary Committee passed on 10 May 2024 is partially upheld. Consequently, said decision is confirmed except for its points 3 and 4, which are hereby amended and shall read as follows:*
 - "3. *The Equatorial Guinean Football Association is ordered to pay a fine to the amount of CHF 150,000.*
 - a. CHF 50,000 shall be paid by 22 November 2024 at the latest.*
 - b. Payment of CHF 100,000 shall remain suspended on the basis of art. 27 of the FIFA Disciplinary Code, ed. 2023 for a probationary period of two (2) years.*
 4. *In case of failure by the Equatorial Guinean Football Association to comply with point 3.a within the stipulated deadline, the suspension*

foreseen under point 3.b shall be revoked and the suspended fine due immediately.

5. *If the Respondent commits another infringement of a similar nature and gravity during the probationary period under point 3.b, the suspension listed therein shall be revoked and the suspended fine due immediately without prejudice to any additional sanction imposed for the new infringement”.*

2. *Any other reliefs sought by the Equatorial Guinean Football Association is rejected.*

3. *The costs and expenses of these proceedings in the amount of CHF 1,000 are to be borne by the Equatorial Guinean Football Association. The amount is set off against the appeal fee of CHF 1,000 already paid.”*

30. On 2 December 2024, the FEGUIFUT was notified of the grounds of the decision issued by the FIFA Appeal Committee (the “Appealed Decision”).

D. The Proceedings before the Players’ Status Chamber of the FIFA Football Tribunal

31. On 11 February 2025, the FEGUIFUT submitted an application to the Players’ Status Chamber of the FIFA Football Tribunal (“PSC”), seeking to change the Player’s association from the RFEF to the FEGUIFUT.

32. The PSC took the following into account:

- The Player was born in Mallorca, Spain, on 30 September 1989 and is of Spanish nationality by birth.
- The Player is also of Equatoguinean nationality by birth. This has been evidenced by a statement issued on 24 December 2024 by the Ministry of Justice, Worship and Penitentiary Institutions of Equatorial Guinea from, affirming that the Player was a national by birth.
- The Player had played at international level for the representative teams of Spain in 20 friendly matches and in 27 official matches. However, he had never been selected in any match classified as an “A” international level, which refers to the highest level of representative team football, colloquially known as the “senior national team”.
- In accordance with Article 6.3 RGAS and considering that he was fielded in 47 international matches for the representative teams of the RFEF, the Player may not play an international match for a representative team of another association, unless he first obtains a favourable decision regarding the change of association in accordance with the exceptions specified in Article 10 RGAS.
- In accordance with Article 10.4 RGAS in conjunction with Article 2 (1) of the Procedural Rules Governing the Football Tribunal and Article 23 (2) of the

Regulations on the Status and Transfer of Players (“RSTP”), the PSC is the competent body to deliver the decision required under Article 10 RGAS.

- Such a decision can be granted only provided that the clear and well-defined list of objective and mandatory preconditions of Article 10.2 RGAS are cumulatively met.
- In the present case, the PSC concluded that the cumulative requirements of Article 10.2 lit. a) RGAS were met.

33. As a result, on 5 March 2025, the PSC issued the following decision (as translated from Spanish into English by FIFA)(the “PSC Decision of 5 March 2025”):

- “1. The request submitted by the Equatorial Guinean Football Federation for a change of association of the player Emilio Nsue López is accepted.*
- 2. The player Emilio Nsue López is authorized to represent the national team of the Equatorial Guinean Football Federation with effect as from the date of this decision.”*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

34. On 22 December 2024, the FEGUIFUT lodged its Statement of Appeal with the CAS against the Appealed Decision in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the “Code”).
35. On 27 December 2024, the CAS Court Office acknowledged receipt of the Statement of Appeal of the FEGUIFUT and of its payment of the CAS Court Office fee. It took note that the FEGUIFUT had nominated Mr João Nogueira da Rocha as arbitrator and had opted for English as the language of arbitration. In this respect, it informed FIFA that, unless it objected within three days, the procedure would be conducted in English. The CAS Court Office gave FIFA ten days to nominate an arbitrator.
36. On 30 December 2024, FIFA confirmed that it accepted English as the arbitration language “*but [asked] that the Parties be allowed to submit documents (where necessary) in Spanish without translation*”. It applied for a ten-day extension of the deadline to nominate an arbitrator, which was granted.
37. On 30 December 2024, the FEGUIFUT applied for a fifteen-day extension of its deadline to file its Appeal Brief, which was granted following the tacit consent of FIFA.
38. On 31 December 2024, the CAS Court Office invited the FEGUIFUT to indicate, by 6 January 2025, whether it agreed to FIFA’s request to submit documents in Spanish without translation. The FEGUIFUT did not communicate its position on the matter directly to the CAS Court Office, notwithstanding the reminder sent by the latter on 10 January 2025.

39. On 13 January 2025, FIFA informed the CAS Court Office that it nominated Mr Kepa Larumbe as arbitrator.
40. On 17 January 2025, the FEGUIFUT filed its Appeal Brief in accordance with Article R51 of the Code and applied for provisional measures.
41. On 20 January 2025, the CAS Court Office acknowledged receipt of the Appeal Brief of the FEGUIFUT and invited FIFA to submit its Answer within 20 days.
42. On 21 January 2025, FIFA applied for a twenty-day extension of its deadline to file its Answer, which was granted following the tacit consent of the FEGUIFUT.
43. On 24 February 2025, FIFA applied for a ten-day extension of its deadline to file its Answer.
44. On 28 February 2025 and in light of the FEGUIFUT's objection to the time extension requested by FIFA, the CAS Court Office informed the Parties that FIFA's deadline to file its Answer was extended by a further five-day in accordance with Article R32 of the Code.
45. On 7 March 2025, FIFA filed its Answer in accordance with Article R55 of the Code.
46. On 10 March 2025, the CAS Court Office invited the Parties to state by 17 March 2025 whether their preference was for a hearing to be held in the present matter and whether they requested a case management conference.
47. On 10 March 2025, FIFA confirmed to the CAS Court Office that it preferred for the matter to be decided solely on the basis of the Parties' written submissions, whereas, on 13 March 2025, the FEGUIFUT requested a) a hearing to be held but not a case management conference, b) to be authorized to submit further comments on the issue of his standing to sue, c) to "*refer and rely on the [PSC Decision of 5 March 2025], and make limited submissions on this document*", d) to be granted ten days to provide these further submissions.
48. On 1 April 2025, the CAS Court Office informed the Parties that the Panel to hear the case had been constituted as follows: Mr Patrick Grandjean, President of the Panel, Mr João Nogueira da Rocha and Mr Kepa Larumbe, Arbitrators.
49. On 10 April 2025, the CAS Court Office requested that FIFA confirm, by 14 April 2025, whether it agreed to the addition of the PSC Decision dated 5 March 2025 in the case file. "*If so, the [FEGUIFUT] will be granted a period of 5 days to submit its comments in this regard. FIFA will then have the same period to respond to those comments*". The CAS Court Office also invited the FEGUIFUT "*to comment on FIFA's argument regarding the inadmissibility of the appeal, namely because the Namibia Football Association (NFA) and the Liberia Football Association (LFA) should have been named as Respondents, by 21 April 2025 (see para. 52 et seq. of the Answer)*". Furthermore, the CAS Court Office invited FIFA to comment on the FEGUIFUT's request "*for production of documents regarding the initiation of the investigation (see para. 6 of the Appeal*

Brief)” by 21 April 2025. Finally, the CAS Court Office informed the Parties that the Panel had decided to dismiss the request for provisional measures and that the reasons would be given in the final award.

50. On 14 April 2025, FIFA confirmed that it did not object to the FEGUIFUT being granted a short deadline to address the PSC Decision of 5 March 2025. It further noted that FIFA had never argued that the appeal was inadmissible and confirmed that the disciplinary proceedings against the FEGUIFUT were initiated *ex officio*, rendering moot the FEGUIFUT’s request of “*documents regarding the initiation of the investigation.*”
51. On 17 April 2025, the CAS Court Office acknowledged receipt of FIFA’s letter of 14 April 2025 and, in light of its content, confirmed to the FEGUIFUT that its comments on the admissibility of the appeal were no longer requested. It invited the FEGUIFUT to “*inform the relevance of its request for production of documents*”, by 25 April 2025.
52. On 25 April 2025, the FEGUIFUT filed its comments on the PSC Decision of 5 March 2025 as well as its observations concerning its request for documents regarding the initiation of the investigation.
53. On 6 May 2025, the CAS Court Office invited FIFA:
 - to provide its observations regarding the FEGUIFUT’s submissions filed on 25 April 2025 by 15 May 2025.
 - to clarify, within the same time limit: “[...]”
 - *the concrete and irreversible sporting and/or financial effects of the sanctions imposed in the Disciplinary Decision confirmed in the Appealed Decision, including (if applicable) the attribution of points or prize money to the Namibian and Liberian Football Associations;*
 - *whether, in FIFA’s view, the forfeited matches could or would need to be replayed in the event the Appealed Decision is overturned.*”
54. On 14 May 2025, FIFA replied to the CAS Court Office’s letter of 6 May 2025.
55. On 28 May 2025, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing in the present matter, by video-conference.
56. On 2 June 2025, the CAS Court Office informed the Parties that the Panel would be available for a hearing on 23 June 2025. It also invited the FEGUIFUT to provide its comments on FIFA’s letter of 14 May 2025 by 5 June 2025, but no submission was received, notwithstanding its own request of 30 May 2025 to be granted the opportunity to respond.
57. On 4 June 2025, following confirmation from the Parties regarding their availability, the CAS Court Office notified them that the hearing in the present matter had been scheduled for 23 June 2025.

58. On 6 June 2025, the CAS Court Office forwarded the Order of Procedure to the Parties which was to be returned to the CAS Court Office in duly signed copy by 11 June 2025.
59. On 6 June 2025, the FEGUIFUT “note[d] that [it had] requested to submit further representations with respect to the issues raised in the answer to the appeal brief and the Respondent’s further submissions. This has not yet been addressed. The Appellant’s will be in a position to consider the order of procedure once this has been determined”.
60. On 9 June 2025, FIFA returned the Order of Procedure, duly signed, pointing out that, “on 30 December 2025, it agreed for the language of the proceedings to be English, as long as the Parties were authorized to file documents in Spanish without translation. The Appellant was invited on several occasions by the CAS Court Office to confirm its agreement on this point, which it finally did when filing its Appeal Brief on 17 January 2025 and stating “[w]e note that the Spanish language documents have not been translated, consistent with FIFA’s request to dispense of the translation of documents requirement.”
61. On 10 June 2025, the CAS Court Office acknowledged receipt of the FEGUIFUT’s letter of 6 June 2025 and reminded it that it had been given the opportunity to reply to FIFA’s letter of 14 May 2025, and that a second round of submissions had never been granted. It confirmed that the FEGUIFUT’s request of 6 June 2025 had been dismissed.
62. On 10 June 2025, the FEGUIFUT requested to be given the opportunity “to provide written comments regarding the issues of standing/admissibility”.
63. On 12 June 2025, the CAS Court Office confirmed to the FEGUIFUT that it would be able to address the issue of its standing to sue at the hearing and invited it to return a copy of the Order of Procedure duly signed, which it did on 16 June 2025.
64. On 23 June 2025, a hearing was held by videoconference. In addition to the Panel and Mr Andrés Redondo Oshur, CAS Counsel, the following persons attended the hearing:
- for the Appellant: its President, Mr Venancio Tomás Ndong Michá and its General Secretary, Mr Juan Antonio Mene, assisted by their counsel, Mr Paolo Torchetti;
- for the FIFA: Mr Miguel Liétard Fernández-Palacios, its Director of Litigation and Mr Carlos Schneider, its Director of Judicial Bodies.
65. At the beginning of the hearing, the Parties confirmed that they had no objection to the composition of the Panel. They also agreed that, during the hearing, the Panel could hear the individuals present in relation to both the present dispute and the case CAS 2024/A/11090, given that the facts were similar in both matters and the Respondent was the same. Mr Venancio Tomás Ndong Michá, President of the FEGUIFUT, was permitted to make a statement, without objection from the Parties.
66. After opening statements by the counsels, the Panel heard the Player’s testimony, who had been previously warned by the President of the Panel of the obligation to speak truthfully under Swiss perjury statutes. In that context, and inter alia:

- The Player explained that ever since he was a child, his dream was to wear the jersey of his national team — an honour that meant everything to him. In 2013, that dream seemed to come true when the FEGUIFUT approached him. The federation asked him to sign some papers, and although he did not fully understand what they were about, he complied. In his very first match, played on 24 March 2013 against Cape Verde, he made a stunning debut, scoring a hat trick — only for all three goals to be invalidated when the match was forfeited as a result of the disciplinary proceedings initiated on 3 April 2013 by FIFA against the FEGUIFUT. He was furious, confused and was told that the reasons were that the proper paperwork had not been filled out. A similar situation occurred in the next match, which was also forfeited under the same circumstances.
- Following these events and for almost a decade, he continued to play for the representative teams of the FEGUIFUT without any disciplinary action being taken, which reinforced his belief that his eligibility issue had been properly sorted out.
- The disciplinary proceedings initiated against him by FIFA on 14 March 2023 came as a surprise and felt deeply unjust, given that he had played for nearly ten years without any objection to his eligibility.
- The purpose of these arbitration proceedings is to expose the injustice done to him and to the FEGUIFUT.

67. At the hearing, the FEGUIFUT confirmed the following:

- paragraphs 100 (application of Equatorial Guinean law to these arbitration proceedings), 106 to 174 (eligibility of the Player) and 175 to 223 (correct regulation to be applied) of its Appeal Brief were not relevant anymore and could be excluded from further consideration;
- it accepted to renounce to the grounds of the decision issued by the Panel on 10 April 2025, which dismissed its request for provisional measures;
- it maintained its “*request for the production of documents and information with respect to the manner in which the investigation was initiated and to know the identity of the person, if any, who was the cause of the initiation of the investigation by the FIFA DC*”;
- it amended its request for relief in item 4.c of its Appeal Brief to ask that the fine be completely vacated;
- the FIFA Disciplinary Committee and the FIFA Appeal Committee relied on the correct version of the applicable regulations when they issued their respective decision;
- the letter sent by FIFA to the FEGUIFUT on 18 December 2013 must be considered as a decision (the “18 December 2013 Decision”).

IV. SUBMISSIONS OF THE PARTIES

A. *The Appellant*

68. In its Appeal Brief, the FEGUIFUT submitted the following requests for relief:

“The [FEGUIFUT] requests that the CAS Panel issue an award as follows:

1. To issue an order for stay of execution as follows:

- a. the decision to prohibit the Player from being eligible to compete for FEGUIFUT is suspended;*
- b. the forfeiture matches of the FIFA World Cup 2026™ preliminary competition in which the Player was fielded (namely Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea played on 15 November 2023 and 20 November 2023, respectively) Equatorial Guinea (by a score of 3-0), is suspended; and*
- c. if necessary, the payment of the entire fine of 150.000 CHF is suspended.*

2. To issue an order of the production of documents as follows:

- a. To order the production of the document that initiated the complaint, or any other similar documents that would reveal this information, including but limited to the complaint itself.*

3. Allowing the [FEGUIFUT’s] appeal.

4. Issuing a final award as follows:

- a. the Player ought to have been determined to be eligible to compete for FEGUIFUT as late of 2013;*
- b. the forfeiture of matches of Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea of the FIFA World Cup 2026™ preliminary competition (played on 15 November 2023 and 20 November 2023 respectively) ought to be vacated; and*
- c. in the alternative, if the eligibility of the Player is not accepted, that the fine of CHF 150.000 be reduced to CHF 25.000 as it is not proportional or commensurate in the circumstances.*

5. Independently of the type of the decision to be issued, the Appellant requests that the CAS Panel:

- a. to fix a sum of 5,000 CHF to be paid by FIFA to the [FEGUIFUT], to contribute to the payment of his (sic) legal fees and costs; and*
- b. to order FIFA to pay the whole administration costs and fees.”*

69. At the hearing before the CAS, the FEGUIFUT amended its request for relief in item 4.c of its Appeal Brief asking that the fine be completely vacated. FIFA objected to this new request.

70. The submissions of the FEGUIFUT, in essence, may be summarized as follows:

- The FEGUIFUT has the standing to sue in these arbitration proceedings. FIFA is incorrect when it claims that the participation of the Namibia Football Association (“NFA”) and the Liberia Football Association (“LFA”) in these arbitration proceedings is necessary to preserve their right to be heard in connection with a possible annulment of the forfeiture of the matches played on 15 and 20 November 2023.
- The sanction imposed upon the FEGUIFUT by the FIFA Disciplinary Committee consisted of a fine as well as the forfeiture of the two matches played on 15 and 20 November 2023. As mentioned in para. 54 of the Appealed Decision, the FIFA Appeal Committee “*has full power to review the fact and the law by upholding, amending or overturning the decision issued by the previous instance, the Disciplinary Committee.*” However, the NFA and the LFA were not called to participate as parties before the FIFA Appeal Committee. Given these circumstances, it is inconsistent for FIFA to argue that the NFA and LFA needed to be joined as parties to these arbitration proceedings, particularly since a CAS panel enjoys the same power of review as the FIFA Appeal Committee. As a matter of fact and just like the FIFA Appeal Committee, pursuant to Article R57 of the Code, the Panel may render a new decision, annul the Appealed Decision, or refer the case back to the previous instance.
- The CAS case law mentioned by FIFA in support of its claim that the FEGUIFUT has no standing to sue in these arbitration proceedings is irrelevant and does not apply to the circumstances of this case.
- In accordance with Article R57 of the Code, the CAS has the power to conduct a *de novo* review, thereby allowing for a reassessment of the whole situation. There is no need to include the NFA and the LFA to these arbitration proceedings.
- In any event, the FEGUIFUT has the standing to sue with respect to the fine imposed upon it.
- When they issued their respective decision, the FIFA Disciplinary Committee and the FIFA Appeal Committee relied on the wrong version of the FIFA Statutes, of the FDC and of the RGAS. The applicable regulation in the present case is the one in force in 2013, when the FEGUIFUT applied for the first time for the Player’s change of association. Between 2013 and the issuance of the Appealed Decision, FIFA’s regulatory framework underwent significant changes. For instance, “[the] distinction between [...] those holding and obtaining nationality did not exist in the 2013 version of the FIFA RGAS. [...] The only rule applicable as an exception to compete for a new member association is that the player already had the new nationality before competing for the old federation.”
- By relying on regulations that came into force after 2013, “[the Player] submits that the Decision under appeal violates the principle of *nulla (sic) poena sine legge (sic) praevia* and that the [Player] ought to have been granted eligibility in 2013”. The FIFA Disciplinary Committee and the FIFA Appeal Committee failed to

follow FIFA's own rules, breaching the principles of legality and predictability recognized in many CAS precedents.

- *"In addition, it is a contravention of general legal principles [such as the lex mitior principle] to apply a statute retroactively that carries heavier consequences than those that apply with the regulation that was in force at the time."*
- *"The Appellant submits that the reference to the limitation to matches only played after 2019 does not cure this defect."*
- In 2013, the Player complied with all the requirements set in Article 8 of the 2013 version of the RGAS. *"A plain reading of that regulation stipulates that a player can be eligible for a new national association if "at the time of his first full or partial appearance in an international match in an Official Competition for his current Association, he already had the nationality of the representative team for which he wishes to play"."*
- In particular, the Player had acquired Equatoguinean nationality at birth through his father, a national of Equatorial Guinea. *"In addition, he retains a valid passport as early as 2004"*. In other words, the Player was an Equatorial Guinea national before 2005, when he first played at international level for Spain.
- In 2013, FIFA wrongly rejected the application of the FEGUIFUT for the Player's change of association, from the RFEF to the FEGUIFUT. FIFA's erroneous assessment was based on the false premise *"that the Player did not have the right to Equatorial Guinean nationality by the time he played his first match with Spain."* As a matter of fact, the decisions of the FIFA Disciplinary Committee and the FIFA Appeal Committee show that FIFA took the view that the Player acquired Equatoguinean nationality on 4 March 2013, notwithstanding he had always maintained he was born a citizen of Equatorial Guinea.
- By decision dated 24 December 2024, the Minister of Justice, Worship and Human Rights of Equatorial Guinea declared that the Player was Equatoguinean by birth and annulled the resolution issued on 1 August 2013 by the Ministry's State Secretariat, which had stated that the Player recovered his nationality as of the date of application, on 4 March 2013. That document had been filed by the FEGUIFUT in support of its 2013 application for the Player's change of association. In other words, the Resolution of 24 December 2024 rectifies the one of 1 August 2013, which was at the basis of FIFA's refusal to grant the Player's change of Association. Had the FEGUIFUT obtained the correct resolution in 2013, FIFA would have accepted the Player's change of association and the whole situation would have been different. It is established that the Player is Equatoguinean by birth, as he has continuously asserted, and the change of association ought to have been approved in 2013. Under these circumstances, the FEGUIFUT asks the Panel to weigh these developments when deciding on the sanction pursuant to Article 25 FDC.

- *“If the CAS Panel refuses to accept that the Player was eligible to compete for FEGUIFUT as of 2013, the [FEGUIFUT] submits that the fine of CHF 150.000 be reduced because it is disproportionate in the circumstances.”* Such a sanction is excessive and does not take into account mitigating factors such as a) the Player was eligible to compete in 2013 contrary to the findings of the FIFA at the time and b) the modest financial situation of the FEGUIFUT. *“Simply put, a fine of CHF 150.000 would be crippling to the [FEGUIFUT] and it is requested that it is reduced accordingly to 25.000, without conditions, in the circumstances.”* The fine imposed is so significant that it would go against Swiss public policy as it could jeopardise the economic development of the FEGUIFUT.

B. The Respondent

FIFA

71. In its Answer, FIFA submitted the following requests for relief:

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

- a. Reject the Request for provisional measures.*
- b. Reject the relief sought by the [FEGUIFUT] on the merit of the appeal.*
- c. Confirm the Appealed Decision in full.*
- d. Order the [FEGUIFUT] to pay a contribution to FIFA’s legal costs and expenses”.*

72. FIFA’s submissions, in essence, may be summarized as follows:

- The appeal should be dismissed because the FEGUIFUT failed to include two essential parties in the proceedings: the NFA and the LFA. These associations are directly affected by the appeal’s outcome, as they benefited from the forfeiture of two World Cup qualifying matches played on 15 and 20 November 2023, which were awarded as 3-0 victories in their favour. *“As per established jurisprudence in CAS cases, the failure to join necessary parties in a legal dispute can lead to the dismissal of the appeal. In this case, the NFA and LFA must be heard, as their legal interests would be directly affected by any ruling that alters the outcome of the forfeited matches. FIFA respectfully requests that the Appellant’s appeal be rejected on the grounds of this procedural defect alone. [...] In this regard, it is recalled that the [FEGUIFUT] has requested from the Panel to implicitly annul the Appealed Decision and replace it with a final award, determining, inter alia, that “the forfeiture of matches of Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea of the FIFA World Cup 2026™ preliminary competition (played on 15 November 2023 and 20 November 2023 respectively) ought to be vacated.””*
- In the requests for relief of its Appeal Brief, the FEGUIFUT asks the CAS to find that *“the Player ought to have been determined to be eligible to compete for FEGUIFUT as late of 2013.”* By submitting such a request, the FEGUIFUT

indicates that it is not contesting the Appealed Decision, but rather seeks to challenge FIFA's 18 December 2013 Decision, which denied its application for the Player's change of association. As no appeal was lodged against the 18 December 2013 Decision within the regulatory deadline, it has become final and binding.

- The FEGUIFUT *“somehow based on Article R57 CAS Code and the de novo powers of review conferred to the Panel, attempts to have the FIFA decision of [18 December] 2013 revised from a factual and legal point of view. However, the [FEGUIFUT] conveniently forgets that CAS Code also establishes a clear path to appeal decisions from a sport organization: First, in order to be able to appeal a FIFA decision, all internal legal remedies should be exhausted in accordance with Article R47 CAS Code [...]. Second, and only if the first condition has been met, a deadline of 21 days is granted from the notification of the last possible internal decision to submit a statement of appeal in accordance with R49 CAS Code”*. The FEGUIFUT failed to comply with these requirements and the 18 December 2013 Decision cannot be reconsidered in these arbitration proceedings.
- The Appealed Decision was rendered by the FIFA Appeal Committee, which upheld the Decision of the FIFA Disciplinary Committee. Hence, the FEGUIFUT's appeal against these decisions cannot result in the Player being recognized as eligible to play for the representative teams of the FEGUIFUT as from 2013 as such a determination falls exclusively within the competence of the PSC, which is the body responsible for making the final ruling on a change of association request.
- The PSC Decision of 5 March 2025 has no retroactive effect as it explicitly states that the Player is authorized to play for the FEGUIFUT as from the date it was issued. Nowhere has FIFA ever stated that the Player would be eligible to compete for the FEGUIFUT as of the date of his birth, in 1989.
- The points made by the FEGUIFUT regarding the correct version of the regulations to be applied are difficult to follow. By any means, they are irrelevant as that the pertinent provisions applicable to the matter at stake remained identical under the various edition of the RGAS. *“What is more it is generally accepted that with the edition of RGAS in 2020 the requirements for change of association have been relaxed, notably providing more clarity for those cases in which nationality is gained by birth according to domestic law.”* In such a context, *“it is difficult to understand how the RGAS 2013 should be applicable while the applicable RGAS 2022 are more favorable or at least contemplate in the same manner the matter that the [FEGUIFUT] is submitting its Appeal Brief.”*
- *“In a nutshell, CAS has clearly confirmed FIFA's view that the RGAS is applicable from the moment a request of association is submitted.”*
- *“[Eligibility] rules in football are not just about ensuring that players meet certain qualifications to compete; they are integral to maintaining the fairness, integrity, and credibility of the sport. While they can result in harsh consequences for those who fail to comply, the consistent and fair application of these rules is essential for the proper conduct of the sport. These rules uphold the principles of fairness,*

transparency, and integrity, ensuring that football remains a level playing field for all participants.”

- *“It is strongly submitted that the entire process of the request of association for a player with multi-nationalities is designed to ensure that the eligibility of players to represent a national team is consistent with FIFA’s regulations. The regulatory framework governing what we will hereinafter refer to as the “Change of Association” procedure upholds the integrity of international football competitions by offering a clear pathway for players to change their national affiliations while ensuring that all requests are carefully considered and adjudicated. This process balances fairness for the players with the need for accountability and transparency within the global football community. [...] This process is not just a formality [...]. By enforcing these regulations, FIFA ensures that requests are not only processed based on the paperwork submitted but are adjudicated based on principles of fairness and the specific circumstances of the individual player. [...] Additionally, the appeals process available through CAS offers an added layer of protection for those who may feel that their case has not been fairly considered.”*
- *“A key condition for any player requesting to change associations is that they cannot participate for the new representative team until the request has been fully processed and decided upon by FIFA. The request for a Change of Association must be submitted by the new association, not by the players themselves, clubs, agents, or other third parties. This procedure ensures that the new association formally supports the request and verifies the player's eligibility. [...] For the sake of clarity, the number of requests for Change of Association is not limited, and players (through their associations) may file such requests at any time if, somehow, new circumstances or elements arise that may justify the requested change. However, a change of association can only be granted once (Article 9 RGAS 2022). This is also clear from the letter of 18 December 2013, by means of which FIFA encouraged FEGUIFUT to submit a new request if there may be elements missing or new circumstances.”*
- In any event, the 18 December 2013 Decision was correct as a key reason for rejecting the change of association request was that, according to the official documents provided by the FEGUIFUT, the Player had acquired Equatorial Guinean nationality on 4 March 2013, that is after having played for Spain.
- In its 18 December 2013 Decision, FIFA invited the FEGUIFUT to provide additional documentation regarding the Player’s change of association request, *“in the event any element of the present matter has been overlooked”* (as translated from Spanish into English by FIFA). Neither the FEGUIFUT nor the Player followed up or appealed the 18 December 2013 Decision denying the request. Instead, the FEGUIFUT unilaterally fielded the Player in 42 matches without proper authorization, and the Player participated despite lacking eligibility. This occurred even after FIFA a) had initiated two disciplinary proceedings against the FEGUIFUT for irregularly fielding the same player twice, b) sanctioned it with fines as well as games lost by forfeit and c) rejected the request for the change of

association. The FEGUIFUT has since acknowledged this and submitted a new request during the present proceedings.

- The Player played in 42 matches with the representative teams of the FEGUIFUT since 2013, including the recent matches against Namibia and Liberia in the ongoing FIFA World Cup 2026™ preliminary competition. In order for the Player to take part in these matches, the following three requirements needed to be met: 1) a request for a change of association must be submitted to FIFA, 2) the nationality criteria must be met and 3) FIFA must approve the change of association through an official resolution. In the present case, these preconditions were not fulfilled.
- Eligibility is a critical aspect of team sports, and all parties, including players, are expected to ensure compliance. According to Article 19 FDC fielding an ineligible player is a serious violation.
- Although the Panel has the authority to review a case *de novo* under Article R57 of the Code, it should only amend a disciplinary decision if the FIFA judicial body clearly acted arbitrarily or exceeded its discretionary powers. Mere disagreement with a sanction is insufficient unless the sanction is manifestly and grossly disproportionate. In the present case, the sanction imposed on the Player is proportionate given the seriousness of the offense, and it was based on a well-reasoned decision within the Disciplinary Committee's discretion.
- Regarding the proportionality of the sanction, *"FIFA can only but reiterate the reasoning of the Appealed Decision and that of the Disciplinary Committee, insofar after having concluded that the [FEGUIFUT] had breached Article 19 FDC, there is no reason to deviate from the declared forfeits, particularly because the [FEGUIFUT] cannot continue to unlawfully benefit from the Player's ability in the field of play while he is not eligible. What is more, it is far from being the first time where the [FEGUIFUT] has been involved in fielding ineligible players, which include two prior occasions with the Player himself and three other cases involving other players."*
- *"In those circumstances, it seems only reasonable that, at least, those matches (namely Equatorial Guinea v. Namibia and Liberia v. Equatorial Guinea played on 15 November 2023 and 20 November 2023, respectively) shall be declared lost by forfeit by Equatorial Guinea (by a score of 3-0). [...] It is submitted that imposing a forfeit only for these matches is in the current circumstances an extremely lenient sanction, whereas FIFA could have imposed the exclusion of FEGUIFUT from the ongoing World Cup Qualifiers. [...] Considering this scenario, it is also submitted that the amount of the fine is necessary and adequate for the matter at hand, especially with consideration to the aggravating factors that (a) the Player's request for a Change of Association was expressly denied by FIFA, yet the Player was fielded 42 times since then, (b) FEGUIFUT was involved in other matters pertaining to fielding ineligible players and (c) there were disciplinary sanctions rendered against the Appellant concerning the Player himself being fielded while ineligible."*

- The sanction imposed upon the FEGUIFUT is not disproportionate, and may in fact be too lenient. The FEGUIFUT's arguments about its finances are irrelevant, considering that it unduly benefited from the Player's participation in multiple matches and received over CHF 11 million in funding from FIFA alone. In addition, it must be kept in mind that the FIFA Appeal Committee had already reduced the original fine from CHF 150,000 to CHF 50,000 (with CHF 100,000 on probation for two years), aiming to educate and encourage compliance. *"Moreover, a simple calculation of the fine to be paid by FEGUIFUT for fielding an ineligible player in such a large number of matches would result in a fine of nearly above CHF 1,000 per match, which, given the seriousness of the issue, is an exceptionally low fine"*.

V. JURISDICTION

73. The jurisdiction of the CAS, which is not disputed, derives from Article R47 of the Code and from Articles 49 *et seq.* of the applicable FIFA Statutes.
74. Article R47 (1) of the Code provides as follows:

"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body."
75. According to Article 50 (1) of the applicable FIFA Statutes, *"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question"*.
76. It must be observed that the FEGUIFUT as well as FIFA relied on the above provisions in conferring jurisdiction to CAS, which is further confirmed by the Order of Procedure duly signed by them.
77. It follows that the CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

78. The appeal was filed within the deadline of 21 days set by Article 50 (1) of the applicable FIFA Statutes. It complied with all other requirements of Articles R48 and R49 of the Code, including the payment of the CAS Court Office fee.
79. It follows that the appeal is admissible.

VII. APPLICABLE LAW

80. Article R58 of the Code provides as follows:

“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.”

81. Article 49 (2) FIFA Statutes provides 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.”

82. It is not in dispute between the Parties that the present dispute shall be resolved primarily according to the various regulations of FIFA and, additionally, Swiss law. At the hearing before the CAS, the FEGUIFUT expressly acknowledged that it was not necessary to consider the laws of Equatorial Guinea, departing from the position outlined in his Appeal Brief.
83. In the course of the CAS hearing and in contrast to the arguments advanced in its written submissions, the FEGUIFUT also confirmed to the Panel that the FIFA Disciplinary Committee and the FIFA Appeal Committee applied the correct versions of the applicable regulations; *i.e.* the 2019 edition and subsequent versions of the FDC as well as of the RGAS. Under these circumstances, the Panel will rely on these editions of the FDC and of the RGAS to adjudicate this case.

VIII. EVIDENTIARY PROCEEDINGS

84. Article R44.3 (1) of the Code provides:

“A party may request the Panel to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and to be relevant”.

85. In para. 6 of its Appeal Brief, the FEGUIFUT *“makes a request for the production of documents and information with respect to the manner in which the investigation was initiated and to know the identity of the person, if any, who was the cause of the initiation of the investigation by the FIFA DC”*.
86. In support of its request, the FEGUIFUT argued that FIFA is necessarily aware of the manner in which the disciplinary proceedings were commenced. The FEGUIFUT contended that FIFA possesses all documents and information relevant to the initiation of the case and is therefore in a position to produce any records indicating whether the

proceedings were triggered *ex officio* or based on a complaint. Regarding the relevance of the request, the FEGUIFUT argued that it is a FIFA member association and that “[in] addition to governing football in its country, FEGUIFUT deals with other member associations, from a sporting perspective, economically and diplomatically”. The FEGUIFUT concluded “this information is relevant to the extent that it is necessary for these purposes”.

87. The request of the FEGUIFUT was formalized in item 2.a of its requests for relief (“*To order the production of the document that initiated the complaint, or any other similar documents that would reveal this information, including but limited to the complaint itself*”).
88. On 10 April 2025, the Panel invited FIFA to comment of the above request of the FEGUIFUT.
89. On 14 April 2025 and in response, FIFA objected to the request on the grounds that it was too vague and did not clearly identify the specific documents sought or the purpose for which they were requested. FIFA further clarified that the disciplinary proceedings against the FEGUIFUT were initiated *ex officio*, thereby providing a direct and unequivocal answer to the FEGUIFUT’s request.
90. The Panel considers this response to be sufficiently clear and complete. It sees no basis to require FIFA to produce any additional evidence to further substantiate the *ex officio* nature of the proceedings, particularly in the absence of any concrete indication to the contrary.
91. Accordingly, the Panel is satisfied that the FEGUIFUT’s request has been addressed and finds no need for further consideration on this issue.

IX. THE MERITS

92. Considering that, at the hearing before the CAS, the FEGUIFUT confirmed that paragraphs 100 (application of Equatorial Guinean law to these arbitration proceedings), 106 to 174 (eligibility of the Player) and 175 to 223 (correct regulation to be applied) of its Appeal Brief were not relevant anymore and could be excluded from further consideration, the central issues to be determined by the Panel are the following:
 - A. Should the Appellant have also directed its appeal against the NFA and the LFA?
 - B. Is the sanction imposed on the FEGUIFUT appropriate?
- A. Should the Appellant have also directed its appeal against the NFA and the LFA?**
93. The FIFA Disciplinary Committee imposed sanctions on the FEGUIFUT, ordering the forfeiture of the FIFA World Cup 2026™ preliminary competition matches between Equatorial Guinea and Namibia, and Liberia and Equatorial Guinea, with a score of 3-0. In addition, a fine of CHF 150,000 was levied. On appeal, the fine was modified:

CHF 50,000 was payable by 22 November 2024, while the remaining CHF 100,000 was suspended pursuant to Article 27 FDC, subject to a probationary period of two years.

94. FIFA argues that the appeal should be dismissed because the FEGUIFUT failed to include NFA and LFA in the proceedings. FIFA maintains that these associations are directly affected by the appeal's outcome, as they benefited from the forfeiture of two World Cup qualifying matches played on 15 and 20 November 2023, which were awarded as 3-0 victories in their favour.
95. Neither FIFA regulations nor the Code specify as to whom an action must be brought against and who has passive legitimation. One must therefore turn to Swiss law.
96. Necessary joinder applies when “*two or more persons are in a legal relationship that calls for one single decision with effect for all of them [in which case] they must jointly appear as plaintiffs or be sued as joint defendants*” (Article 70 para. 1 CPC). Necessary joinder exists when several persons are collectively the holders or subjects of a single right, such that each party to the legal relationship cannot individually assert or modify it through legal proceedings, or be sued alone for such purposes. Actions aimed at creating, modifying, or extinguishing a right must include in the proceedings all parties to the legal relationship concerned, insofar as it is essential that the proceedings conclude with a single judgment having *res judicata* effect on all of them (Nicolas Jeandin, *ibid.*, on Article 70 CPC, para. 7 and references).
97. According to consistent case law of the Swiss Federal Tribunal (the “SFT”), the lack of standing to sue or be sued (active or passive legal standing) is a matter of substantive law and not a procedural objection (ATF 130 III 550 para. 2 p. 551; ATF 126 III 59 para. 1a). The CAS follows the same approach (see in particular CAS 2020/A/7144; CAS 2016/A/4602; CAS 2013/A/3047; CAS 2008/A/1639; CAS 2008/A/1583 & CAS 2008/A/1584). Such an issue is considered an objection that must be examined *ex officio* under the applicable substantive law (decision of the SFT 4A_217/2017 of 4 August 2017, para. 3.4.1; ATF 130 III 550 para. 2 p. 551; ATF 126 III 59 para. 1a). If the necessary parties do not jointly bring or are not jointly subjected to the action, this results in a lack of standing (active or passive), which leads to the dismissal of the claim, irrespective of whether the objective elements of the disputed claim are met (Nicolas Jeandin, *Commentaire Romand, Code de procédure civile*, 2nd ed., on Article 70 of the Swiss Civil Procedure Code (“the “CPC”), paras. 18–19 and references).
98. In this case, the Appealed Decision confirmed the forfeiture of the matches played on 15 November 2023 and 20 November 2023, with the NFA and the LFA recognized as the beneficiaries.
99. It is undisputed that the sanctions imposed upon the FEGUIFUT are of disciplinary nature. They were rendered by the FIFA Disciplinary Committee in accordance with Article 19 FDC.
100. According to settled case law, in appeal proceedings before the CAS aimed at overturning a disciplinary decision of a sports federation, only the federation itself has standing to be sued—not the third party who may have triggered the initiation of disciplinary

proceedings (see, inter alia, CAS 2017/A/5322; CAS 2017/A/5227; CAS 2012/A/3032 paras. 42 and 43 and references; CAS 2008/A/1620). This is explained by the fact that a disciplinary proceeding within a sports association primarily serves to protect the fundamental interests of that association—namely, the full compliance with its rules and, as in this case, the enforcement of a decision rendered by one of its bodies (CAS 2017/A/5227; CAS 2012/A/3032 para. 42 and reference).

101. However, this solution cannot be applied indistinguishably to all types of appealed decisions. This is especially true in the present case, where, among the sanctions imposed, there is the forfeiture of matches, which concern not only the FEGUIFUT but also the NFA and the LFA. If the FEGUIFUT's appeal is upheld in these arbitration proceedings, the NFA and the LFA would lose the benefit of the result of the matches played on 15 and 20 November 2023. This would negatively impact their chances in the FIFA World Cup 2026™ preliminary competition, which is still ongoing.

102. It is worth noting that in a case brought before the Swiss Federal Tribunal, the decisions CAS 2019/A/6348 and 2019/A/6351 (unpublished) were upheld. In these cases, the CAS panel held that when the appealed decision not only affects the appellant's rights but also grants rights to another (third) party, the appeal must necessarily be directed against that third party as a co-respondent alongside the federation, so that the arbitral tribunal can ensure that the third party's right to be heard is respected (Decision of the SFT 4A_548/2019; 4A_550/2019 of 29 April 2020).

103. On 6 May 2025, the Panel asked FIFA to clarify the following: “[...]”

- *the concrete and irreversible sporting and/or financial effects of the sanctions imposed in the Disciplinary Decision confirmed in the Appealed Decision, including (if applicable) the attribution of points or prize money to the Namibian and Liberian Football Associations;*
- *whether, in FIFA's view, the forfeited matches could or would need to be replayed in the event the Appealed Decision is overturned.”*

104. On 14 May 2025, the FIFA answered as follows: “[...]”

The sporting sanction consisting in the loss by forfeit of the matches played by FEGUIFUT against the NFA and LFA by a score of 3-0 has granted both the NFA and LFA three points each in the FIFA World Cup 2026™ preliminary competition, which continues to be ongoing. This has had an effect not only on the standings of the relevant group in the competition, but it is likely to also affect the final outcome of the group, as both of these teams have chances to either qualify directly for the FIFA World Cup 2026™ by finishing first in the group, or to advance to a possible second round of qualification by finishing second (where the NFA currently stands).

In addition, the foregoing has directly affected CAF, as organiser of the preliminary competition and party responsible for adjusting the standings in connection thereto as a result of the Disciplinary Decision.[...]

In FIFA's view, the forfeited matches cannot be replayed for the following reasons:

1. [...]
2. *The matches cannot be replayed, as the International Match Calendar has been set for some time, and there are no available dates until the end of the current round of the CAF Preliminary Competition. For clarity, there are still four matches to be played in the first (current) phase of the CAF Preliminary Competition (scheduled for September and October 2025), and then the second (play-off) phase is due to be played in the next international window (i.e. November 2025). It is therefore logistically and materially impossible to replay such matches at this stage."*

105. By challenging the Appealed Decision and seeking to annul the forfeits imposed, the FEGUIFUT is unquestionably affecting the situation of the NFA and the LFA, which have an immediate and significant interest in being able to defend their rights and the points earned from the matches played on 15 and 20 November 2023, as these results directly influence both the ongoing FIFA World Cup 2026™ preliminary competition and their standing.
106. It appears that, in this particular case, there is a necessary joinder between the FIFA, the NFA and the LFA, since the present arbitration proceedings will culminate in a single award that will have *res judicata effect* on the FEGUIFUT but also on the FIFA, the NFA and the LFA. In fact, the FEGUIFUT's appeal is mainly aimed at being awarded the win in the matches played on 15 and 20 November 2023, to the detriment of NFA and LFA, which are not a party to these arbitration proceedings.
107. Accordingly, since the appeal is directed solely at FIFA and does not name the NFA and the LFA as co-respondents, the Panel concludes that the appeal must be dismissed to the extent that it seeks to overturn the forfeitures of the matches played on 15 and 20 November 2023, as part of the FIFA World Cup 2026™ qualifiers.
108. Unlike the match forfeitures, the fine of CHF 150,000 affects the FEGUIFUT alone, and no other party is implicated or prejudiced by it. Accordingly, and with respect to this financial sanction, the FEGUIFUT has the standing to sue and has a direct and personal interest in challenging the Appealed Decision bringing an action exclusively against FIFA.

B. Is the financial sanction imposed on the FEGUIFUT appropriate?

109. The following facts are undisputed:
 - On 7 March 2013, FIFA informed the FEGUIFUT that a formal decision by the PSC was required for the Player's change of association. FIFA also made it clear that the Player could not represent any national team until his application had been processed.

- On 24 March 2013, the FEGUIFUT fielded the Player in a FIFA World Cup 2014 preliminary competition match between Equatorial Guinea and Cape Verde. The FEGUIFUT was sanctioned for this.
 - On 8 June 2013, the Player made his second official appearance for the FEGUIFUT in a FIFA World Cup 2014 preliminary competition match between Equatorial Guinea and Cape Verde. Again, the FEGUIFUT was sanctioned for this.
 - In its 18 December 2013 Decision, the FIFA confirmed to the FEGUIFUT that the Player was not entitled to request a change of association.
 - The Player took part in 42 matches with the representative teams of the FEGUIFUT, before the PSC Decision of 5 March 2025 was issued. This decision has no retroactive effect.
 - Between 2011 and 2017, the FEGUIFUT has been sanctioned on three other occasions for fielding ineligible players. The sanctions were
 - o a fine of CHF 6,000 and the forfeit of the match,
 - o the expulsion from the Preliminary Competition to the 2020 Olympic Football Tournament, a fine of CHF 40,000 as well as a reprimand and a warning and
 - o the expulsion from the FIFA Women's World Cup France 2019TM, a fine of CHF 100,000 as well as a reprimand and a warning.
 - Besides the forfeiture of the matches played on 15 and 20 November 2023, the fine imposed upon the FEGUIFUT and amended in the Appealed Decision is of CHF 150,000. Of this amount, CHF 50,000 was due by 22 November 2024, while the remaining CHF 100,000 was suspended pursuant to Article 27 FDC, subject to a probationary period of two years.
110. In its defence, the FEGUIFUT claims that the fine of CHF 150,000 should be vacated, as it is disproportionate under the circumstances and fails to consider mitigating factors, including: a) the Player's eligibility to compete in 2013, contrary to FIFA's findings at the time; and b) the FEGUIFUT's limited financial resources. The FEGUIFUT further submits that the fine is so substantial that it may contravene Swiss public policy, as it could jeopardize its economic development and functioning.
111. Under these circumstances, the question arises whether the sanction imposed upon the FEGUIFUT is proportionate.
112. In this respect, the Panel recalls that, according to CAS consistent jurisprudence, while reviewing disciplinary sanctions, a CAS panel shall give a certain level of deference to decisions of sport governing bodies. Sanctions imposed by FIFA disciplinary bodies can only be reviewed when they are "*evidently and grossly disproportionate to the offence*" (cf. CAS 2023/A/10223 para. 128; CAS 2019/A/6239, para 133; CAS 2013/A/3139 para. 114; CAS 2012/A/2762 para. 122).

113. Article 19 (1) FDC reads as follows:

“If a player fielded in a match and/or competition is declared ineligible, the FIFA judicial bodies, taking into consideration the integrity of the competition concerned, may impose any appropriate disciplinary measures.”

114. With regard to disciplinary measures applicable to legal persons, Article 6 (1); (3); (4) and (6) FDC are relevant in the present matter and provide as follows:

“1. The following disciplinary measures may be imposed on natural and legal persons:

- a) warning;*
- b) reprimand;*
- c) fine or any other pecuniary measure;*
- d) return of awards;*
- e) withdrawal of a title;*
- f) order to fulfil a financial obligation arising or existing in the context of a trial.*
[...]

3. The following disciplinary measures may be imposed on legal persons only:

- a) ban on registering new players;*
- b) playing a match without spectators;*
- c) playing a match with a limited number of spectators;*
- d) playing a match on neutral territory;*
- e) ban on playing in a particular stadium;*
- f) annulment of the result of a match;*
- g) deduction of points;*
- h) relegation to a lower division;*
- i) expulsion from a competition in progress or from future competitions;*
- j) forfeit;*
- k) replaying a match;*
- l) implementation of a prevention plan;*
- m) forfeiture of training rewards that are due;*
- n) payment of restitution to an affiliated club;*
- o) payment of a specific amount to a club or a member association.*

4. Fines shall not be less than CHF 100 or more than CHF 1,000,000. [...]

6. The disciplinary measures provided for in this Code may be combined.”

115. FIFA adopted the following guiding principles in its reforms, each affirming the vital importance of eligibility rules in international football (See FIFA Commentary on the rules governing eligibility to play for representative teams, January 2021 Edition; p. 5): “[...]”
- “no nationality, no eligibility”. Eligibility must be based on an objective measurement (i.e. the nationality held by the player);
 - equal treatment of all MAs;
 - the existence of a genuine link between the player and the MA they (intend to) represent;
 - avoiding cases of excessive severity or hardship;
 - prevention of abuse (i.e. “nationality shopping”); and
 - protecting the sporting integrity of international competition.”
116. In this respect, it appears clearly that ensuring strict eligibility rules is central to FIFA’s mission, as outlined in Article 2 (c) of its Statutes, which mandates “[the drawing] up of regulations and provisions governing the game of football and related matters and to ensure their enforcement.” Moreover, Article 2 (g) of the FIFA Statutes emphasizes FIFA’s commitment “to promote integrity, ethics and fair play”. FIFA upholds these objectives by enforcing stringent requirements for any change of association. These eligibility criteria are vital for safeguarding the integrity and distinctive character of national team competitions. Therefore, a violation of the principles set forth by FIFA in its applicable regulations governing eligibility cannot be considered as a minor infringement.
117. The Panel finds that the fine of CHF 150,000 imposed on the FEGUIFUT is proportionate in light of the gravity and persistence of the violations committed by the federation over an extended period. This is even more true as the payment of two third of the amount is subject to a probation period of two years.
118. First and foremost, the FEGUIFUT was explicitly informed by FIFA on 7 March 2013 that the Player was not eligible to represent any national team until a formal decision on the change of association had been rendered by the PSC. FIFA clearly communicated that participation was prohibited pending the outcome of the application process. Despite this unequivocal guidance, the FEGUIFUT fielded the Player in a FIFA World Cup 2014 preliminary competition match against Cape Verde, a week later, on 24 March 2013. This action constituted a clear and deliberate breach of FIFA regulations, for which the federation was duly sanctioned by a decision issued on 13 May 2013.
119. Notwithstanding this initial sanction, the FEGUIFUT proceeded to field the same ineligible Player in another official FIFA World Cup qualifier on 8 June 2013, again against Cape Verde. This repeated infringement, in direct defiance of prior warnings and sanctions, demonstrates a disregard for FIFA’s regulatory authority.

120. On 18 December 2013, FIFA formally confirmed to the FEGUIFUT that the Player was not eligible to request a change of association. Yet, in blatant violation of this decision, the FEGUIFUT continued to field the Player in official matches. In total, the Player appeared in 42 matches for the representative teams of Equatorial Guinea prior to the PSC Decision of 5 March 2025. Thus, all appearances prior to that date were in violation of FIFA rules.
121. Furthermore, the FEGUIFUT's conduct must be assessed against its historical pattern of non-compliance. Between 2011 and 2017, the federation was sanctioned on at least three separate occasions for fielding ineligible players.
122. This established history of repeated violations shows a systemic failure by the FEGUIFUT to respect eligibility rules, despite escalating disciplinary measures. In light of these circumstances, the fine of CHF 150,000 reflects not only the seriousness of the most recent violation but also the cumulative effect of persistent non-compliance and disregard for FIFA's authority.
123. With revenues exceeding EUR 6,134,820 in 2023 and EUR 4,770,000 in 2022, the FEGUIFUT cannot reasonably argue that the fine of CHF 150,000 is excessive or that it threatens the viability of its operations. While it is acknowledged that, between 2020 and 2023, the federation operated at a deficit in 2023, the financial data demonstrates that the FEGUIFUT has access to substantial resources and maintains a level of income that far exceeds the amount of the imposed sanction.
124. Given this financial context, the fine of CHF 150,000 is proportionate. It is certainly not "*evidently and grossly disproportionate to the offence.*" On the contrary, it is calibrated to be meaningful enough to have a deterrent effect, particularly in light of the FEGUIFUT's repeated regulatory breaches over the years.
125. Therefore, the Panel finds that the fine is both reasonable and necessary to safeguard the integrity of international competitions and to ensure that member associations are held accountable for upholding the regulatory framework to which they are bound.

C. Conclusion

126. Based on the foregoing, and after considering all the case's specific circumstances, the evidence produced, and the arguments submitted by the Parties, the Panel concurs with the FIFA Disciplinary Committee and the FIFA Appeal Committee that the FEGUIFUT is liable for breaching Article 5 RGAS as well as Article 19 FDC and considers the resulting sanctions to be appropriate and proportionate.
127. Any other issue and all other motions or prayers for relief are dismissed.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by the Equatorial Guinean Football Association against the decision rendered by the FIFA Appeal Committee on 17 October 2024 is dismissed.
2. The decision rendered by the FIFA Appeal Committee on 17 October 2024 is upheld.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 28 July 2025

THE COURT OF ARBITRATION FOR SPORT

Patrick Grandjean
President

Mr João Nogueira da Rocha
Arbitrator

Kepa Larumbe
Arbitrator