



**TAS / CAS**

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

**CAS 2024/A/10845 Dhofar Club v. Oman Football Association**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

President: Mr. James Kitching, Attorney-at-Law, Adelaide, Australia  
Arbitrators: Mr. Olivier Carrard, Attorney-at-Law, Geneva, Switzerland  
Mr. Steven Bainbridge, Attorney-at-Law, Dubai, United Arab Emirates

**in the arbitration between**

**Dhofar Club**, Salalah, Oman

Represented by Mr. Hamouda Bouazza, Attorney-at-Law in Sousse, Tunisia

**Appellant**

**and**

**Oman Football Association**, Muscat, Oman

Represented by Mr. Mohammed Sulaiman Al Yahmadi, General Secretary

**Respondent**

## **I. PARTIES**

1. Dhofar Club (the “Appellant” or the “Club”) is a football club based in Salalah, Oman, affiliated with the Oman Football Association, which is in turn affiliated with the Asian Football Confederation (“AFC”) and FIFA.
2. Oman Football Association (the “Respondent” or the “OFA”) is the governing body for football, futsal, and beach soccer in the Sultanate of Oman, affiliated with the AFC and FIFA.
3. The Appellant and the Respondent 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. Additional facts and allegations found in the Parties’ written and oral submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. The Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings. However, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. Background Facts**

5. On 2 January 2024, the AFC wrote to the Respondent regarding the operation of the AFC Club Licensing Regulations (Edition 2023) (the “AFC Regulations”) in advance of the 2024/25 season. That email relevantly stated:

*“...in accordance with F.03 and F.04 of the AFC Club Licensing Regulations (Edition 2023), any overdue payable coming into existence on or before 31 December 2023 shall be dealt with in any of the following conditions, by 31 March 2024, to comply with the said Club Licensing Criteria.*

- *Fully settled;*
- *Deferred by mutual agreement with the creditor; or*
- *Subject to a not obviously unfounded dispute submitted to a competent authority.*

...

*In other words, if the Licence Applicant does not fulfil the Club Licensing Criteria F.03 and F.04, then, it shall not be granted a Licence...”*

6. The AFC enclosed a list of alleged payables owed by Omani football clubs that had come into existence on or before 31 December 2023. The Appellant was on the list.

7. On 2 January 2024, the Respondent wrote to all clubs (including the Appellant) participating in the Oman Professional League (“OPL”) notifying them of the Omani club licensing “*core process*” for the 2024/25 season, and highlighting the operation of criterion F.04 of the AFC Regulations and criterion F.04 in the OFA & AFC Club Licensing Regulations (Edition 2023) (the “OFA Regulations”) relating to overdue payables (collectively, “Criterion F.04”).
8. On 9 January 2024, the Appellant submitted its application for a licence to participate in the OPL and in AFC competitions in the 2024/25 season.
9. On 22 January 2024, the Respondent wrote to the Appellant and highlighted six (6) payables that it owed to football creditors at 31 December 2023 and requested that they be resolved in accordance with Criterion F.04 by latest 31 March 2024.
10. On 17 February 2024, the Appellant wrote to the Respondent alleging that it had fully settled all the existing payables.
11. On 18 February 2024, the Respondent wrote to the Appellant and noted that certain payables were still outstanding.
12. On 31 March 2024, the Appellant allegedly submitted proof of payment within the FIFA Legal Portal to demonstrate that it had settled the amounts owing to:
  - the player Ilir Camaj (“Camaj”) deriving from FIFA decision FPSD-6044 dated 17 November 2022; and
  - the player Hugo Lopez Martinez (“Martinez”) deriving from FIFA decision PDD-15339 dated 13 July 2023.
13. On 4 April 2024, the Respondent wrote to all OPL clubs (including the Appellant) notifying that the electronic Club Licensing Administration System (the “CLAS”) would be open from 5 April 2024 to 11 May 2024 for OPL clubs to submit all documents to demonstrate compliance with the AFC Regulations and OFA Regulations.
14. On 1 May 2024, the Respondent wrote to all OPL clubs (including the Appellant) to remind them that CLAS would close for submissions on 11 May 2024.
15. On 6 May 2024, the Appellant submitted documents within CLAS which it alleged demonstrated that it had complied with criterion F.04 with respect to Camaj and Martinez. The documents submitted were transfer instructions submitted by the Appellant to Bank Sohar International requesting the transfer of money, without any proof of the amounts being transferred. The documents bore a receipt stamp from Bank Oman Arab dated 31 March 2024, despite being addressed to a different bank (the “Transfer Instructions”).

**B. Proceedings before the bodies of the Oman Football Association**

16. On 13 May 2024, the OFA Club Licensing Manager produced a report following an examination of the licencing submission of the Appellant. The report set out, *inter alia*, that the Appellant had not provided proof that it had complied with Criterion F.04 with

respect to Camaj and Martinez. No communication had been received from FIFA which demonstrated that the players had received the amounts owed or that the cases against the Appellant had been closed. The report recommended the OFA Club Licensing Committee (the “CLC”) to deny the Appellant a licence to compete in the OPL in the 2024/25 season.

17. On 14 May 2024, the CLC met to discuss the licensing applications of twelve (12) clubs. The application of the Appellant was rejected on the basis that the Appellant had not complied with Criterion F.04 with respect to Camaj and Martinez (the “First Decision”). It relevantly stated (translated from Arabic):

***“A detailed explanation of the reasons for which the committee did not grant Dhofar Club a license to participate in competitions that apply the licensing system (local/Asian) for the 2024/2025 season.*”**

*Upon accessing the CLAS electronic licensing system, it was observed that the Club had uploaded all the required documents in the mandatory Category (A) and Category (B) across the five different criteria within the specified period before the system was closed. However, according to the financial criterion, specifically section F.04, it is stipulated that the license applicant must prove that, regarding contractual and legal obligations with its current/former employees and social/tax authorities, there are no overdue payables that were issued before or on December 31 of the year prior to the season for which the license is being applied. These must be settled before March 31 of the following year. By referring to the detailed list of cases filed against the Clubs, provided by the Oman Football Association (attached), it was found that there were two international cases against the Club, with final rulings issued. The Club was unable to settle them, resolve them, or provide evidence that these cases are still under legitimate dispute within the specified period before the system was closed. Therefore, the Club failed to meet the requirements for obtaining the license.*

**Committee Decisions:**

- ❖ *Dhofar Club's failure to meet the criteria classified under the mandatory Category (A) results in the penalty of relegation to the lower division and the deduction of 6 points from their standings in the upcoming season.”*
18. The Appellant appealed the First Decision. As part of its appeal, the Appellant submitted settlement agreements dated 13 March 2024 regarding Camaj and 17 March 2024 regarding Martinez (the “Settlement Agreements”). The Settlement Agreements had not been submitted in CLAS nor were they in the evidence considered by the CLC.
  19. On 21 May 2024, FIFA wrote to the Parties and stated that proof of payment to Camaj had been received on 14 May 2024. Following the passing of the time limit to respond, FIFA had closed the case and lifted the registration ban imposed on the Appellant.
  20. On 21 May 2024, following an inquiry by the Respondent, FIFA confirmed that the case between the Appellant and Martinez had not been settled.

21. On 25 May 2024, the OFA Club Licensing Appeal Committee (the “CLAC”) rejected the appeal noting that, *inter alia*, Article 7.4(f) of the OFA Regulations provides that only the evidence submitted before the CLC was admissible before the CLAC.
22. On 30 May 2024, the Appellant submitted within the FIFA Legal Portal that it had fully settled the payable owed to Martinez. The Appellant requested that FIFA close the case and lift the registration ban. Following confirmation by Martinez on the same day, FIFA closed the case and lifted the registration ban imposed on the Appellant.
23. On 4 June 2024, the OFA Disciplinary and Ethics Committee relegated the Appellant to the Oman First Division for the 2024/25 season and deducted it six (6) points to start the 2024/25 season (the “Disciplinary Decision”). This decision was based on Article 8.10 of the OFA Regulations, which provided for such sanction where a club fails to comply with any mandatory “A” criterion as part of its licence application.
24. In mid-June 2024, the Appellant subsequently appealed the Second Decision to the Court of Arbitration for Football – Oman (the “CAF”). In the interim, the OFA Appeal Committee provisionally suspended the Disciplinary Decision pending the outcome of the appeal before the CAF.
25. On 14 July 2024, the Parties entered into an arbitration agreement relating to the procedure before the CAF and established a procedural timeline. The Parties agreed, *inter alia*, to apply the OFA Statutes, the OFA Regulations, and the Regulations of the CAF (the “CAF Regulations”).
26. On 29 August 2024, the CAF rejected the appeal of the Appellant for similar reasons to the First Decision and Second Decision (the “Appealed Decision”). The Appealed Decision ultimately held (translated from Arabic):

*“The arbitration panel accepted the claim in form, and in substance, rejected the claim and upheld the decision of the Licensing Committee for the clubs and its effects. The claimant was ordered to pay the arbitration and legal costs amounting to 150 Omani Rials.”*
27. On 1 September 2024, the OFA Appeal Committee revoked its decision to provisionally suspend the Disciplinary Decision and the consequences were reapplied.

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

28. On 2 September 2024, the Appellant lodged a Statement of Appeal (in French language) with the Court of Arbitration for Sport (the “CAS”) in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “Code”), challenging the Appealed Decision. The Appellant nominated Mr. Olivier Carrard as arbitrator and requested that the language of the matter be both French and English.
29. On 6 September 2024, the CAS Court Office acknowledged receipt of the Statement of Appeal. The Respondent was invited to inform the CAS Court Office, *inter alia*, on its preferred language.

30. On 11 September 2024, the Respondent informed the CAS that it preferred the language of the matter to be English.
31. On 11 September 2024, the CAS Court Office acknowledged receipt and invited the Appellant to submit its position by latest 17 September 2024.
32. On 11 September 2024, the Appellant reiterated its request that the language of the matter be both French and English.
33. On 12 September 2024, the CAS Court Office acknowledged receipt of the Appellant's communication and informed the Parties that in view of their disagreement regarding the language of the arbitration, the President of the Appeals Arbitration Chamber would rule in accordance with Article R29 of the Code.
34. On 16 September 2024, the Appellant filed its Appeal Brief (in English) and a request for provisional measures.
35. On 17 September 2024, the Deputy President of the Appeals Arbitration Division ruled that the matter would be heard in English. The Appellant was provided an additional ten (10) days to file its Appeal Brief and all supporting documents in English. The Appellant was not required to re-file its Statement of Appeal in English.
36. On 18 September 2024, the CAS Court Office acknowledged receipt of the Appeal Brief and the request for provisional measures.
37. On 24 September 2024 and further to a granted extension of time, the Respondent nominated Mr. Steven Bainbridge as arbitrator.
38. On 26 September 2024, the Respondent submitted its answer to the request for provisional measures.
39. On 2 October 2024, the Respondent made two (2) submissions with documents purporting to demonstrate that the Appellant was practising football activity.
40. On 3 October 2024, the Appellant responded to the Respondent's communications dated 2 October 2024 and requested that the CAS accept its request for provisional measures.
41. On 7 October 2024, the Respondent submitted its Answer. Among other arguments, the Respondent challenged the jurisdiction of the CAS.
42. On 10 October 2024, the CAS Court Office acknowledged receipt and requested the Parties to notify whether they preferred a hearing to be held or for the Panel to issue an Award based solely on the Parties' written submissions.
43. On 16 October 2024, the Appellant requested "*to hold a hearing in personal presence*".
44. On 17 October 2024, the Respondent reiterated its challenge to the jurisdiction of the CAS and posited that no hearing was required.

45. On 19 November 2024, the President of the Appeals Arbitration Division rejected the request for provisional measures filed by the Appellant.
46. On 26 November 2024, the CAS Court Office, pursuant to Article R54 of the Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Panel appointed to decide the case was constituted as follows:  
  
President: Mr. James Kitching, attorney-at-law in Adelaide, Australia  
  
Arbitrators: Mr. Olivier Carrard, attorney-at-law in Geneva, Switzerland  
Mr. Steven Bainbridge, attorney-at-law in Dubai, United Arab Emirates
47. On 19 December 2024, the CAS Court Office requested the Appellant to file its position regarding the jurisdiction of the CAS by 6 January 2025 and to clarify that its request to hold a hearing in “*personal presence*” was “*to hold a hearing in-person*”.
48. On 6 January 2025, the Appellant submitted its position on jurisdiction.
49. On 6 January 2025, the CAS Court Office acknowledged receipt and requested the Appellant to clarify the modalities of a hearing (i.e. in person or remotely) by 10 January 2025.
50. On 6 January 2025, the Appellant reiterated its request “*to hold a hearing in personal presence*”.
51. On 8 January 2025, the CAS Court Office notified the Parties that the Panel had decided to hold a hearing in the matter and proposed 26 or 27 February 2025.
52. On 13 January 2025, the Appellant confirmed availability on 26 February 2025.
53. On 13 January 2025, the CAS Court Office acknowledged receipt and notified the Parties that the potential hearing would be held in Dubai, United Arab Emirates.
54. On 14 January 2025, the Respondent reiterated its objection to an oral hearing, and stated that the dates proposed were not suitable due to the Respondent having to organise several matters in the coming months. It proposed a hearing be held in June 2025.
55. On 15 January 2025, the CAS Court Office notified the Parties that the Panel had decided to hold the hearing on 26 February 2025 in Dubai, United Arab Emirates, and requested they provide their list of participants in the hearing by 31 January 2025.
56. On 22 January 2025, the CAS Court Office provided the Parties with the Order of Procedure requested they return signed copies by 31 January 2025.
57. On 23 January 2025, the Appellant provided its signed Order of Procedure.
58. On 30 January 2025, the Respondent provided its signed Order of Procedure and list of participants in the hearing.

59. On 31 January 2025, the CAS Court Office acknowledged receipt of both Orders.
60. On 11 February 2025, the CAS Court Office noted that the Appellant had failed to provide its list of participants in the hearing and requested such list be provided by 13 February 2025.
61. On 12 February 2025, the Appellant provided its list of participants in the hearing.
62. On 13 February 2025, the Respondent objected to the participants called by the Appellant being able to provide witness evidence, as they had not been previously specified as witnesses in the Appeal Brief as required by Articles R44.1 and R44.2 of the Code.
63. On 13 February 2025, the CAS Court Office clarified that the participants named by the Appellant would be party representatives, so while they would be unable to testify as witnesses, they would be able to advocate on behalf of the Appellant and answer questions from the Panel.
64. On 18 February 2025, the CAS Court Office provided the Parties with a draft hearing schedule and invited comments by 21 February 2025.
65. On 25 February 2025, the Respondent notified that one its participants (translator) would be unable to attend the hearing due to unforeseen circumstances.
66. On 26 February 2025, the hearing was held in Dubai, United Arab Emirates. In addition to the Panel and Mr. Fabien Cagneux, CAS Managing Counsel, the following persons attended the hearing:

For the Appellant:

- Mr. Hamouda Bouazza, legal counsel (remotely);
- Mr. Malek Rejiba, translator (legal counsel);
- Mr. Ali Al-Raouas, former President;
- Mr. Said Al-Raouas, President;
- Mr. Mohamed Al-Raouas, Treasurer;
- Mr. Yasser Alsinani, in-house Legal Advisor;
- Mr. Nidhal Al-Raouas, Head of Club Licence Commission;
- Mr. Mustapha Hafeth, General Manager and Finance Manager;
- Mr. Hassan Bashir Abdelaziz, employee.

For the Respondent:

- Mr. Yassir Nasser Al-Rawahi, Club Licensing Manager;
  - Mr. Ahmed Al Hinai, legal counsel;
  - Mr. Al-Yaqdan Al-Rashidi, legal counsel.
67. At the outset of the hearing, the Parties confirmed that they had no objection or comments as to the constitution and composition of the Panel.



68. At the conclusion of the hearing, the Parties confirmed that they did not have any objections to the procedure conducted by the Panel and that their right to be heard had been fully respected.
69. On 16 April 2025, the Appellant objected to the statements made on behalf of the Appellant by Mr. Al-Yaqdan Al-Rashidi (“Al-Rashidi”) in the hearing, alleging that he was the Secretary of the CAF, the body which issued the Appealed Decision.
70. On 18 April 2025, the Respondent noted that Al-Rashidi had a limited involvement in the hearing and was not involved in the CAF decision. The Respondent referred to the CAF arbitration agreement and the signed CAF decision which identified the Sole Arbitrator and Secretary of that procedure, neither of whom were Al-Rashidi.
71. On 24 April 2025, the CAS Court Office notified the Parties that the Appellant’s request was rejected, and that the reasons would be contained in the Award. The CAS Court Office informed the Parties that the evidentiary phase was closed.

#### **IV. SUBMISSIONS OF THE PARTIES**

##### **A. The Appellant’s submissions**

72. The Appellant’s submissions, made in writing and during the oral hearing, are summarised as follows:

##### Jurisdiction

- the CAS has jurisdiction to hear an appeal against the Appealed Decision deriving from Article 31 of the CAF Regulations which states (translated from Arabic):

*“...the decisions of the Court of Arbitration for Football (Oman) are subject to appeal before the Court of Arbitration for Sport (CAS) in Lausanne.”*

- alternatively, the CAS has jurisdiction deriving from Article 70 of the OFA Statutes, which states (free translation):

*“1. Disputes arising within the Association or disputes between Association members, connections, connections members, clubs, club members, players, and officials, if not resolved by the Association’s judicial bodies, shall be referred to the Football Court (CAF). The Football Court (CAF) will settlement the dispute and exclude any ordinary court, unless such exclusion is contrary to the applicable laws of the Sultanate. The Football Court (CAF) is an independent body, outside the Association's structure, established and recognized by the Association.*

*2. Without prejudice to any other provisions of this system and/or the conditions and texts referenced in the regulations of the Court of Arbitration for Sport (CAS), an appeal can be made against any decision of the Football Court (CAF) to the Court of Arbitration for Sport (CAS). The decision made by the Court of Arbitration for Sport (CAS) shall be final and not subject to appeal.”*

- there is a contradiction between Article 61.2 and Article 70 of the OFA Statutes regarding appeals of club licensing matters. Any drafting failure by the Respondent should not cause negative consequences for the Appellant.

#### Merits

- it confirmed that it had overdue payables owing to Camaj and Martinez within the meaning of Criterion F.04;
- on 13 March 2024, it reached an amicable settlement with Camaj, with payment of a total amount of USD 150,000 to be paid in four (4) instalments, the last of which was scheduled for 15 May 2024;
- on 17 March 2024, it reached an amicable settlement with Martinez, with payment of a total amount of USD 232,000 to be paid in four (4) instalments, the last of which was scheduled for 31 May 2024;
- on 31 March 2024, it submitted proof of payment separately on the FIFA Legal Portal for the Camaj case and the Martinez case. Due to bank transfer procedures, the players did not confirm receipt of the amounts until the end of May 2024;
- Criterion F.04 provides that applicant clubs owing an overdue payable to its former employees at 31 December preceding the season to be licensed of the previous calendar year may nonetheless be deemed to have complied with Criterion F.04 licensed if they can demonstrate that such payable, by the following 31 March, was: (i) fully settled; (ii) deferred by mutual agreement with the creditor; (iii) or are subject to a not-obviously unfounded dispute submitted to a competent authority;
- through the Settlement Agreements, it had complied with the second limb set out in Criterion F.04;
- notwithstanding the time limits provided in the Settlement Agreements, the Appellant in any event paid the full amount to both players before 31 March 2024. It had therefore also complied with the first limb set out in Criterion F.04;
- on 6 May 2024, it submitted documentation demonstrating proof of payment to Camaj and Martinez prior to 31 March 2024. It had therefore demonstrated compliance with Criterion F.04. The Respondent had not provided any remarks or highlighted any deficiencies in the documentation to the Appellant. As regulator, it had an obligation to do so if it considered that the documentation was not sufficient;
- the Appealed Decision (and by extension, the First Decision and the Second Decision) were based on the fact that FIFA had not closed the Camaj case and Martinez case before 31 March 2024. Whether FIFA had closed those cases was irrelevant to the club licensing decision; the only relevant matter was whether the Appellant had complied with any of the limbs in Criterion F.04;
- the Respondent had therefore erred when denying the Appellant a licence to participate in the OPL in the 2024/25 season;

- (as an alternative, if the decision to deny the licence was upheld) the sanction imposed by the Respondent lacked legal basis, and was excessively severe and disproportionate to the alleged violation of the OFA Regulations; and
- at hearing, the Appellant confirmed that although its appeal was directed against the Appealed Decision (and not also the Disciplinary Decision), its understanding was that it was appealing both the decision to not grant it a licence and the decision to issue sanctions. The Appellant highlighted that this was how the CAF had treated its appeal against the Second Decision.

73. The Appellant requested the following relief:

*“To admit the appellant’s request.*

*To annul the decision rendered on 29 August 2024 by the Court of Arbitration for Football / Oman, the grounds for which were communicated to the appellant on the same day, in its entirety.*

*To order the Oman Football Federation (OFA) to reinstate the appellant, Dhofar Club, in the Professional Championship <Omantel League> for the 2024/25 sports season.*

*To order the Oman Football Federation (OFA) to bear the costs of this arbitration proceeding.”*

## **B. The Respondent’s submissions**

74. The Respondent’s submissions, made in writing and during the oral hearing, are summarised as follows:

### Jurisdiction

- the CAS does not have jurisdiction to hear an appeal against the Appealed Decision. For licensing appeals, certain provisions within the OFA Statutes and OFA Regulations are a *lex specialis*;
- Article 7.6 of the AFC Regulations provides that *“If an AFC Member Association has an independent arbitration tribunal specified in its statutes, then that tribunal shall be the final appellate authority. If the AFC Member Association does not have an independent arbitration tribunal, then the Court of Arbitration for Sport (CAS) shall be the final appellate authority...”*;
- Article 7.3.4 of the OFA Regulations states that *“OFA has an independent arbitration tribunal specified in its statutes; the tribunal shall be the final appellate authority”*;
- Article 61.3 of the OFA Statutes states that decisions of the CLAC may be appealed *“...before the Court of Arbitration for Football (CAF) and/or the Court of Arbitration for Sport...”*;

- Article 61.3 provides a choice of forum for any party with the right to appeal a decision of the CLAC. The Appellant had chosen the CAF, which issued the Appealed Decision. The Appealed Decision was therefore final and binding in accordance with Article 7.3.4 of the OFA Regulations. As the Appellant had made the choice to appeal the Second Decision to the CAF, it was precluded from lodging an appeal against the Appealed Decision at the CAS;
- Article 31 of the CAF Regulations is overridden by the *lex specialis* contained in the OFA Statutes and OFA Regulations for licensing appeals; and
- the reference in Article 70 of the OFA Statutes to “*without prejudice to any other provisions of this system*” is reference to the *lex specialis* in the OFA Regulations and OFA Statutes regarding licensing appeals.

#### Merits

- there were four (4) relevant fixed dates in the club licensing “*core process*”:
  - 31 March 2024: the date which an applicant club must comply with Criterion F.04;
  - 5 April 2024: the date when AFC opened the CLAS to allow applicant clubs to submit the documentation supporting their licensing application;
  - 11 May 2024: the date of closure of CLAS; and
  - 31 May 2024: the date of completion of the licensing cycle. The OFA (and all AFC Member Associations) were required to submit their AFC and domestic licensing decisions to AFC by that date;
- on 22 January 2024, the Respondent notified the Appellant of the 31 March 2024 deadline to comply with Criterion F.04;
- on 4 April 2024, the Respondent notified the Appellant of the opening of the CLAS and the deadline of 11 May 2024 to submit its supporting documentation;
- on 5 May 2024, the Respondent reminded the Appellant of the deadline of 11 May 2024 and that no documentation submitted after the deadline would be considered;
- on 14 May 2024, the First Decision was issued. The Appellant had failed to provide proof that it had met any of the limbs in Criterion F.04. The only documents submitted were the Transfer Instructions, which were not proof of payment. The Camaj case and Martinez case were both still open within the FIFA Legal Portal, demonstrating that payment had not been made;
- on 29 May 2024, the Second Decision was issued. Although the Appellant submitted the Settlement Agreements to the CLAS, these documents were inadmissible;
- the Respondent had properly complied with all rules provided within the OFA Regulations and the AFC Regulations. The Respondent has an obligation to comply with the AFC Regulations, which provided minimum standards across all AFC

Member Associations, and to treat all licence applicants equally. The system has been in place in Oman since 2021;

- Article 7.4(f) of the OFA Regulations provides that the CLAC may only consider the documents that were submitted before the CLC when rendering its decision;
- the Respondent had received a licence to participate in the OPL in the 2023/24 football season. It demonstrated compliance with Criterion F.04 during that licensing cycle by submitting documentation that several of its overdue payables were the subject of ongoing disputes before competent bodies, in accordance with the third limb of Criterion F.04. The Respondent was therefore fully cognisant of the operation of Criterion F.04, and of the OFA Regulations;
- the Appellant should have submitted the Settlement Agreements to CLAS prior to 11 May 2024. The Settlement Agreements were submitted after the time limit and were not submitted in CLAS. It was unclear why the Appellant had not submitted them in CLAS (prior to or after the deadline), nor had mentioned their existence until after the First Decision was issued;
- the Appellant's failure could not be attributed to an unintentional administrative error. The Appellant's club licensing officer has been in the role for over two (2) years and understood all requirements regarding submission;
- the Transfer Instructions are not proof of payment. They contain different banking details. They were letters addressed to the bank manager to request the full amount for each case to be transferred to the respective creditor (i.e. Camaj or Martinez). The stamp on each document refers to a different bank. There were no supporting documents confirming the completion of the bank transfers submitted in CLAS, nor confirmations from the relevant creditor. The Appellant has provided no further documents (whether before the CLC, CLAC, CAF or CAS) confirming the completion of those bank transfers;
- the sanction applied for failure to comply with an "A" criterion is not excessive. It is clearly provided in the OFA Regulations;
- at hearing, the Respondent confirmed that had the Settlement Agreements been submitted in CLAS prior to the 11 May 2024 deadline along with confirmation from the creditors, then its recommendation to the CLC would have been to grant the Appellant a licence to compete in the OPL in the 2024/25 season; and
- at hearing, the Respondent confirmed that its understanding of the appeal was that the Appellant was appealing both the decision to not grant it a licence and the decision to issue sanctions. The Disciplinary Decision was administrative in nature; the sanctions had derived from the First Decision. The Respondent confirmed that it had no objections to this approach.

75. The Respondent requested the following relief:

*“To accept this statement of defense in form as it is submitted within the timing specified in article (55) of CAS Code of Sport.*

*To accept the defense of lack of jurisdiction and dismiss the case without merits.*

*To dismiss the case for lack of proof as we explained above and confirm the challenging decision of the court of Arbitration of Football in the Sultanate of Oman.*

*To oblige the Appellant to bear all incurred costs of the claim.”*

## V. JURISDICTION

76. Article R47 of the Code provides as follows:

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

77. The Respondent contended that the CAS has no jurisdiction based on Article 7.3.4 of the OFA Regulations and Article 61.3 of the OFA Statutes, which are a *lex specialis* with respect to licensing appeals. The Appellant had already chosen to appeal the Second Decision to the CAF and was therefore precluded from appealing the Appealed Decision to the CAS.

78. The Appellant contends that the jurisdiction of the CAS derives from Article 31 of the CAF Regulations and/or Article 70 of the OFA Statutes. There is a contradiction between Article 61 of the OFA Statutes (as interpreted by the Respondent) and Article 70 of the OFA Statutes, which should not be held against the Appellant.

79. For the sake of completeness, the Panel noted that the submission by the Respondent referred to the wording in the 2021 edition and not the 2023 edition of the OFA Regulations. Article 7.3.4 of the 2023 edition states “*The Licence Applicant may submit an appeal in writing to the National Court of Arbitration for Football (CAF) ...as a final appellate authority*”.

80. While Article 7.3.4 of the OFA Regulations provide that the CAF is the “*final appellate authority*” for licensing appeals, Article 61.3 of the OFA Statutes, which are higher within the hierarchy of Omani football regulations, provides (**emphasis added**):

*“Decisions made by [the Club Licensing Appeal Committee] Body may be appealed to the Court of Arbitration for Football (CAF) **and/or** the Court of Arbitration for Sport designated in these regulations, in accordance with the provisions of this system”.*

81. Article 70 of the OFA Statutes goes on to state (**emphasis added**):

*“1. Disputes arising within the Association or disputes between Association members, connections, connections members, clubs, club members, players, and officials, if not*

*resolved by the Association's judicial bodies, shall be referred to the Football Court (CAF). The Football Court (CAF) will settle the dispute and exclude any ordinary court, unless such exclusion is contrary to the applicable laws of the Sultanate. The Football Court (CAF) is an independent body, outside the Association's structure, established and recognized by the Association.*

**2. Without prejudice to any other provisions of this system and/or the conditions and texts referenced in the regulations of the Court of Arbitration for Sport (CAS), an appeal can be made against any decision of the Football Court (CAF) to the Court of Arbitration for Sport (CAS). The decision made by the Court of Arbitration for Sport (CAS) shall be final and not subject to appeal.”**

82. A contradiction therefore does exist within the Omani regulatory framework, but not in the manner described by the Appellant. Rather, the contradiction is between OFA Regulations and the OFA Statutes.
83. While the OFA Regulations refer to the CAF as the final appellate authority for licensing matters, the OFA Statutes permit a decision of the CLAC to be appealed:
- (i) to both the CAF **and** (subsequently) the CAS; **or**
- (ii) directly to the CAS.
84. Article 70.2 of the OFA Statutes, which generally provides that decisions of CAF are appealable to the CAS, supports this approach.
85. While sports federations generally have autonomy to establish their own regulations, there are limits to such autonomy, particularly when considering the higher-ranking norms within the federation regulatory framework. This follows from the principle of legality: regulations at a lower level within the hierarchy may complement and give further meaning to regulations at a higher level within the hierarchy, but they may not amend, nor contradict or change them. This is a well-established principle within the CAS jurisprudence (see e.g. CAS 2023/A/9501; CAS 2008/A/1705; CAS 2006/A/1181; CAS 2004/A/794).
86. In this respect, the OFA Regulations (which provide for CAF as the “*final appellate authority*” in licensing appeals) clearly contradict the plain language in the OFA Statutes (which permit CAF decisions relating to licensing appeals to be appealed to the CAS). In such case, the hierarchy of norms requires the higher authority to be applied. As such, the Panel applied the OFA Statutes and determined that the CAS has jurisdiction to hear appeals deriving from licensing appeals decided by the CAF.
87. The Panel understands that this may not have been the intention of the Respondent (or the AFC) when establishing its club licensing framework, however, such outcome is exclusively reliant on the regulations that they have drafted.
88. In any event, the Panel also determined that the Parties had expressly agreed through the CAF arbitration agreement that the Appealed Decision may be appealed in

accordance with Article 31 of the CAF Regulations. This provided CAS with jurisdiction to determine the matter.

89. Article 31 of the CAF Regulations provides for the jurisdiction of the CAS to hear appeals deriving from any CAF decision. These regulations are not part of the OFA regulatory framework and are therefore outside the scope of Article R47 of the Code unless the Parties have agreed to their application. The CAF arbitration agreement between the Parties relevantly stated:

*“5. The parties agreed that the applicable law for resolving the dispute would be the Statute of the Oman Football Association and its amendments, the Regulations of the Football Court in the Sultanate of Oman, and the approved Club Licensing Regulations”.*

90. The Parties thus agreed to apply the CAF Regulations (including Article 31) in the context of any potential appeal from the Appealed Decision.
91. The jurisdiction of the CAS, thus, derives both from Article R47 of the CAS Code read together with: (i) Articles 61.3 and 70.2 of the OFA Statutes; and (ii) Article 31 of the CAF Regulations. As such, the CAS has jurisdiction to decide the present dispute between the Parties.

## **VI. ADMISSIBILITY**

92. Article R49 of the Code provides as follows:

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

93. The OFA Statutes and CAF Regulations provide no time limit for an appeal to the CAS. Thus, the time limit within Article R49 of the Code is applicable.
94. The Statement of Appeal was filed on 2 September 2024, three (3) days after notification of the Appealed Decision, and within the twenty-one (21) day-time limit provided in Article R49 of the Code.
95. The appeal is therefore admissible.

## **VII. APPLICABLE LAW**

96. Article R58 of the Code provides as follows:

*The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued*



*the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*

97. It is not in dispute that the OFA Statutes and OFA Regulations are the applicable law regarding the merits, with Omani law applying on a subsidiary basis.

### **VIII. MERITS**

98. According to Article R57 of the Code, the Panel has “*full power to review the facts and the law*”. As consistently stated in the CAS jurisprudence, by reference to this provision, the CAS appeals arbitration procedure entails a *de novo* review of the merits of the case and is not confined merely to deciding whether the ruling appealed was correct or not. Accordingly, it is the function of the Panel to make an independent determination as to merits (see CAS 2007/A/1394).
99. The Appellant was denied a licence to participate in the OPL in the 2024/25 season by the CLC of the Respondent as it did not meet Criterion F.04, which forms part of the mandatory criteria for the grant of a licence. There is no dispute between the Parties that the Appellant met all other mandatory criteria to receive such licence.
100. The question to be decided by the Panel, simply, is whether the Appellant met the conditions of Criterion F.04. Subject to the answer to that question, the Panel must subsequently determine the consequences that follow.

#### **A. Preliminary Matter: objection of the Appellant**

101. As a preliminary matter, the Panel must first address the objection made by the Appellant after the close of hearing regarding the testimony of Al Rashdi.
102. The basis of the Appellant’s objection was that Al Rashdi appeared to be the Secretary of the CAF, the body which issued the Appealed Decision. The Appellant provided a (translated) letter sent by the Respondent to Al Rashdi in the capacity of Secretary of the CAF dated 26 June 2024.
103. The Respondent asserted in reply that Al Rashdi was not involved in the Appealed Decision and did not provide any substantial comments on its behalf during the hearing. The Respondent provided a (translated) copy of the CAF arbitration agreement dated 14 July 2024 between the Parties, a (translated) copy of directions made by the CAF on 8 August 2024, and a (translated) transcript of the CAF hearing held on 12 August 2024. In all documents, different individuals were named as the Sole Arbitrator and Secretary of the relevant arbitration proceeding. Al Rashdi’s name did not appear at all.
104. Given that Al Rashdi was not involved in the Appealed Decision and gave no relevant testimony of note at the hearing, the Panel rejected the request of the Appellant.

**B. Did the Appellant comply with criterion F.04 of the OFA Regulations?**

105. As set out above, the primary question for the Panel to determine is whether the Appellant complied with Criterion F.04.

*a. Regulatory Framework*

106. All references to the OFA Regulations below are to their English translation. The version of the document relied upon by the Panel was provided by the Appellant. Neither the Appellant nor Respondent objected to the quality of the translation.

107. Article 1.3(a) of the OFA Regulations provides that “*all clubs wishing to participate in [the OPL] must apply for a Licence*”.

108. Article 13(c)(1) of the OFA Regulations sets out that “*all clubs must obtain a Licence before they can be admitted to [the OPL].*”

109. Article 3 of the OFA Regulations identifies five (5) different categories of criteria that applicant clubs must comply with to obtain a licence: sporting, infrastructure, personnel and administrative, legal, and financial. Within those categories, each criterion is graded as an “A”, “B”, or “C”. An applicant club must comply with all “A” criteria to be granted a licence. Failure to meet a single “A” criterion will result in the licence application being denied.

110. Article 8 of the OFA Regulations sets out the sanctions for failure to comply. Article 8.10 provides that an applicant club that fails an “A” criterion “*...will be demoted to the lower division Plus 6 points will be deducted and applied to the new season*”.

111. Article 7.4(f) of the OFA Regulations provides that “*No further evidence or documents can be submitted to the [Club Licensing Appeal Committee]*”.

112. This provision complements Article 7.5 of the AFC Regulations, which states that “*The Appeals Body shall make its decision based on the case file and evidence provided by the Licence Applicant and Licensor before the First Instance Body. A request for appeal shall be made by the set deadline*”.

113. Article 5.2.2 of the OFA Regulations sets out that the “*Licensing Administration*” (i.e. the relevant staff of the OFA) is responsible for determining the procedural timetable for the “*core process*”, taking into consideration the start date of OFA competitions and the deadlines set by AFC.

114. As set out in the submission of the Respondent, there were four (4) relevant dates within the procedural timetable it had set for the “*core process*”: the date for compliance with Criterion F.04 (31 March 2024); the date of opening of CLAS for document submission (6 April 2024); the date of closing of CLAS (11 May 2024); and, the AFC deadline to receive licensing decisions from member associations (31 May 2024).

*b. Criterion F.04*

115. The Appealed Decision (as well as the First Decision and Second Decision) found that the Appellant had failed to comply with Criterion F.04.

116. Criterion F.04 is an “A” criterion in the OFA Regulations (and its counterpart in the AFC Regulations). This means that it must be complied with in order for an applicant club to be granted a licence. It reads:

*“1. The Licence Applicant must prove that, in respect of contractual and legal obligations with its current/former employees and social/tax authorities, it has no overdue payables as at 31 December preceding the season to be licensed, unless by the following 31 March they have been fully settled, deferred by mutual agreement with the creditor or are subject to a not obviously unfounded dispute submitted to a competent authority.*

*2. The term ‘employees’ shall include but (sic) not limited to:*

*a) all professional players according to the applicable FIFA Regulations on the Status and Transfer of Players; and*

*b) the administrative, technical, medical and security staff specified in the AFC Club Licensing Regulations.”*

117. To comply with Criterion F.04, an applicant club that has any contractually or legally obliged payable which at 31 December is owed to a current or former employee, or the social/tax authorities, must demonstrate that such payable, is either:

- fully settled by the following 31 March;
- deferred by mutual agreement with the creditor by the following 31 March; or
- at the following 31 March, is subject to a not obviously unfounded dispute submitted to a competent authority (e.g. to the FIFA Football Tribunal or CAS).

*c. Did the Appellant comply with Criterion F.04?*

118. It is not in dispute between the Parties that the Appellant had overdue payables owed on 31 December 2023 to Camaj and Martinez. Those were the amounts deriving from the pertinent decisions of the FIFA Football Tribunal (and in the case of Martinez, following an appeal to the CAS).

119. The Appellant alleges that it provided proof of compliance with both the first limb and second limb of Criterion F.04 and should have been granted a licence. In support, it referred to the Transfer Instructions as proof that it had complied with the first limb, and the Settlement Agreements as proof that it had complied with the second limb.

120. The Respondent posited that the Settlement Agreements were not submitted in CLAS prior to the 11 May 2024 deadline and were therefore inadmissible, and that the Transfer Instructions were not proof of payment. They contain different banking details. They

were letters addressed to the bank manager to request the full amount for each case to be transferred to the respective creditor (i.e. Camaj or Martinez). The stamp on each document refers to a different bank. There were no supporting documents confirming the completion of the bank transfers submitted in CLAS, nor confirmations from the relevant creditor. The Appellant had provided no further documents (whether before the CLC, CLAC, CAF or CAS) confirming the completion of those bank transfers.

121. The Respondent confirmed during the hearing that had the Settlement Agreements been submitted in CLAS prior to the 11 May 2024 deadline along with confirmation from the relevant creditors, then it would have recommended the CLC to grant the Appellant a licence to compete in the OPL in the 2024/25 season.
122. Considering the above, the questions for the Panel were therefore:
- (i) Are the Settlement Agreements admissible?
  - (ii) Is there sufficient proof that the Appellant had complied with Criterion F.04?
  - (iii) What are the subsequent consequences?
- i. *Are the Settlement Agreements admissible?*
123. Article 7.4(f) of the OFA Regulations read in conjunction with Article 7.5 of the AFC Regulations makes clear that the decision-making bodies in the club licensing “*core process*” are only permitted to consider the evidence that was provided before the first-instance body. In the case of OFA club licensing, this is the CLC.
124. Articles 5.6(f) and 11.1 of the AFC Regulations mandate that all AFC Member Associations, including the Respondent, must ensure “*equal treatment of all clubs applying for a licence*”. This obligation is replicated in Article 5.6(f) and Article 9.1 of the OFA Regulations. This obligation very clearly extends to the treatment of evidence in regulatory applications (particularly on appeal), and the operation of evidentiary time limits. All Omani clubs – and all AFC clubs – were subject to the same strict requirements regarding form and time (albeit the submission dates in different AFC Member Associations may have slightly differed).
125. Given these obligations, it would not have been appropriate for the Respondent to make an exception for the Appellant in this regard before the CLAC. This was not a case of excessive formalism; as the Swiss Federal Tribunal has noted, procedural forms are necessary for the implementation of legal remedies in line with the principle of equal treatment (see e.g. 4A\_416/2020; 4A\_324/2021). This is particularly pertinent when the procedural forms – such as in this matter – are clear and unambiguous, serve a clear purpose (considering all licensing decisions were due to be reported to the AFC on 31 May 2024), and were notified to the relevant party on several occasions.
126. In any event, the Appellant had not challenged the validity (or otherwise) of the application of Article 7.4(f) of the OFA Regulations, nor had it raised any exceptional circumstances or administrative issues which prevented it from complying with the 11 May 2024 deadline. Rather, the Appellant argued that the Respondent, as regulator,

had an obligation to assist by informing the Appellant that the documentation submitted within CLAS was not sufficient, and that the Respondent had failed in this obligation. The Appellant was unable to demonstrate the legal basis for such obligation.

127. On 4 April 2024, the Respondent clearly notified all OPL clubs (including the Appellant) that the submission of documentation in support of their licensing application had to be made in CLAS between 6 April 2024 and 11 May 2024, and that no exceptions would be granted.
128. The Settlement Agreements were allegedly signed on 13 March 2024 (Camaj) and 17 March 2024 (Martinez). Presuming their accuracy, the Appellant thus had ample time to ensure that they were submitted prior to the time limit, which was clearly communicated by the Respondent. The Appellant provided no logical explanation as to why they were not submitted prior to the time limit and were only submitted as part of its appeal before the CLAC.
129. Given all the above, the Panel held that the Appealed Decision (and by extension, the First Decision and Second Decision) had correctly applied Article 7.4(f) of the OFA Regulations. The Panel determined that it should be applied in the same manner in the context of this dispute.
130. As a consequence, the Panel found that the Settlement Agreements are not admissible. The Panel is therefore obliged to rely solely on the documentation submitted by the Appellant before the CLC when assessing compliance with Criterion F.04 - the Transfer Instructions.
  - ii. *Is there sufficient proof that the Appellant has complied with Criterion F.04?*
131. The Appellant asserted that the Transfer Instructions were proof that it had complied with the first limb of Criterion F.04, in that the overdue payables owed to Camaj and Martinez at 31 December 2023 had been fully settled by 31 March 2024.
132. When examined closely, the Transfer Instructions are letters purportedly from the Appellant addressed to a bank requesting that money be paid by the Appellant to the respective creditor (i.e. Camaj or Martinez). They do not demonstrate that such amounts were paid by the Appellant or were received by Camaj and Martinez. As highlighted by the Respondent in its submissions, the Transfer Instructions also contain several deficiencies which might call their veracity into question. The Panel chose not to comment on those matters.
133. Proof of payment in normal circumstances is usually demonstrated by a debtor providing a banking record, receipt, or similar document demonstrating that amount has actually been sent and left their respective account, and the creditor named in that banking record, receipt, or similar document confirming receipt of that amount.
134. The Panel was satisfied that the Transfer Instructions failed to demonstrate that the Appellant had complied with the first limb of Criterion F.04.

135. The CLC, in the absence of any other evidence (given that the Settlement Agreements at this time were unknown to the Respondent), independently confirmed within the FIFA Legal Portal whether the cases against Camaj and Martinez were still open. This would provide comfort that the overdue payables owed to Camaj and Martinez had not been fully settled prior to 31 March 2024 – which the Appellant had alleged – considering it was more than six (6) weeks after the compliance deadline. The FIFA Legal Portal confirmed that the matters remained ongoing. The Panel found no error in the CLC taking this approach.
136. For completeness, the Panel considered whether the Transfer Instructions could serve to demonstrate compliance with the second limb or third limb of Criterion F.04. However, it was clear that neither document was a mutual agreement between the Appellant and the respective creditor to defer the relevant overdue payable (second limb), nor did they demonstrate that the overdue payables were the subject of a not obviously unfounded dispute before a competent authority (third limb).
137. As a result, the Panel held that the Appellant had failed to comply with Criterion F.04.

**C. What are the subsequent consequences?**

138. The first consequence of this finding is that the Appellant is not granted a licence to compete in the OPL in the 2024/25 season.
139. The second consequence relates to sanction. As set out above, both Parties understood (and had no objection to the fact) that this appeal was directed at both the decision to not grant the licence and the disciplinary consequences deriving from such decision. This was how the CAF assessed the matter: in the Appealed Decision, it specifically referenced the “*effects*” of the licensing decision in its final judgment.
140. Article 8.10 of the OFA Regulations requires fixed sanctions be imposed on an applicant club that fails to fulfil all mandatory “A” criteria in its licence application: relegation to a lower division, and a six (6) point deduction to commence the subsequent season.
141. There must be a regulatory basis for the Respondent to identify the appropriate competition for a club that is not granted a licence to participate in the OPL (as well as the mechanism for replacement of that club in the OPL). In this respect, it naturally follows that a club which is not granted a licence to participate in the national top division, despite qualifying by sporting merit, would be relegated to and participate in the national second division.
142. For the purposes of this matter, by virtue of not being granted a licence to participate in the OPL for the 2024/25 season, the Appellant was relegated from the OPL to the Oman First Division for the 2024/25 season.
143. The Appellant submitted that the six (6) point deduction was severe and excessive and should be annulled. The Respondent contended that it had a clear legal basis for the sanction and had applied it appropriately.

144. The contention of the Appellant is effectively an attack on the proportionality of the sanction imposed by the Respondent. The principle of proportionality has a long history within the CAS jurisprudence. It was helpfully described in CAS 2016/O/4684:
- “130. The principle of proportionality implies that there must be a reasonable balance between the nature of the misconduct and the sanction. In order to be respected, the principle of proportionality requires that (i) the measure taken by the governing body is capable of achieving the envisaged goal, (ii) the measure taken by the governing body is necessary to reach the envisaged goal, and (iii) the constraints which the affected person will suffer as a consequence of the measure are justified by the overall interest to achieve the envisaged goal. In other words, to be proportionate a measure must not exceed what is reasonably required in the search of the justifiable aim (CAS 2005/C/976&986, §§ 139-140, citing CAS precedents, legal doctrine and Swiss jurisprudence).”*
145. The CAS jurisprudence has also consistently referred to limited discretion for CAS panels to review sanctions imposed by federations when such panels make similar substantive findings as in the decision appealed against. Such discretion should only be exercised *“when the sanction is evidently and grossly disproportionate to the offence”* (see e.g. CAS 2019/A/6667; CAS 2016/A/4501; CAS 2009/A/1817 & 1844).
146. In this respect, the Panel was required to identify whether there was a *“reasonable balance”* between the Appellant failing to meet an “A” criterion in its licensing application and ordering it to both be relegated from the OPL to the Oman First Division for the 2024/25 season and serve a six (6) point deduction to commence the 2024/25 season.
147. A club that fails a licence application to participate in a competition for which it has qualified on sporting merit is punished by the mere fact of not being able to play in that (presumably higher) competition. The consequences of such decision are undoubtedly sporting, commercial, and reputational in nature. The Appellant in this regard had noted in its submissions that several players had left or refused to re-sign with the club due to its relegation.
148. The *“envisaged goal”* – to prevent a non-compliant club from participating in the competition (and, on a secondary basis, to encourage best practice in football administration) - is achieved by relegating that club to the lower division. Imposing an additional sporting sanction in the form of a points deduction in such cases would potentially *“exceed what is reasonably required”* in the circumstances, and in the view of the Panel, be questionable from a proportionality context.
149. The Panel notes, however, that as at the date of the hearing (26 February 2025) the Appellant had finished top in Group A of the ‘first stage’ of the 2024/25 Oman First Division, and had qualified for the ‘promotion stage’, which it was leading after five (5) rounds. This was despite the points deduction being implemented by the Respondent. There would therefore be limited sporting or practical impact for the Panel to address the proportionality of the points deduction, noting that a double sanction was the intent of the Respondent (the legislator).

150. The Panel does suggest, however, that the Respondent consider amending Article 8.10 of the OFA Regulations to introduce some flexibility for decision-making bodies in the application of the double sanction. These situations are not black and white. By way of example, the OFA Regulations treat a club which fails multiple “A” criteria in exactly the same manner as a club which fails a single “A” criterion; the sanction issued should be decided by the specific circumstances.

**D. Conclusion**

151. As such, the Panel:

- held that the CAS had jurisdiction to determine the appeal;
- held that the Appellant failed to comply with Criterion F.04; and
- confirmed the decision of the Respondent in full.

**IX. COSTS**

(...)

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## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The Court of Arbitration for Sport has jurisdiction to rule on the appeal filed by Dhofar Club on 2 September 2024 against the decision issued by the Court of Arbitration for Football – Oman on 29 August 2024.
2. The appeal filed by Dhofar Club on 2 September 2024 against the decision issued by the Court of Arbitration for Football – Oman on 29 August 2024 is dismissed.
3. The decision issued by the Court of Arbitration for Football – Oman on 29 August 2024 is confirmed.
4. (...).
5. (...).
6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland  
Date: 25 August 2025

## **THE COURT OF ARBITRATION FOR SPORT**

James Kitching  
President of the Panel

Olivier Carrard  
Arbitrator

Steven Bainbridge  
Arbitrator