

CAS 2024/A/11053 Tanzania Football Federation v. Adel Amrouche and FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

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

in the arbitration between

Tanzania Football Federation, Dar es Salaam, Tanzania

Represented by Mr Ndurumah Keya Majembe Avenida and Mr Makubi Kunju Makubi,
Tanzania Football Federation, Dar-es-salam, Tanzania

Appellant

and

Mr Adel Amrouche, Brussels, Belgium

Represented by Mr Ali Abbes and Mr Mohamed Rokbani, Global Consulting, Monastir,
Tunisia

Respondent 1

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Head of Litigation and Ms Cristina
Pérez González, Senior Legal Counsel, FIFA Litigation Department, Coral Gables, Florida,
USA

Respondent 2

I. PARTIES

1. The Tanzania Football Federation (the “Appellant” or the “TFF”) is the governing body of football in Tanzania. The TFF is a member of the Fédération Internationale de Football Association (“FIFA”)
2. Mr Adel Amrouche (the “Coach” or “First Respondent”) is a Belgian professional football coach.
3. FIFA (the “Second Respondent”) is the international governing body of football. FIFA is an association under Article 60 of the Swiss Civil Code (“SCC”) headquartered in Zurich, Switzerland.
4. The Coach and FIFA shall together be referred to as the “Respondents”, where applicable. The Appellant and the Respondents shall together be referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Background Facts

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 1 March 2023, the Appellant and the Coach concluded an employment contract (the “Contract”) valid from the date of signature until 28 February 2026.
7. The First Respondent agreed to the salary stipulated under clause 6 of the Contract and became aware that his salary was to be paid directly to him by a third party, the Government of Tanzania. Clause 6 of the Contract states:

“6. Remuneration of Employee

The Employee's remuneration package shall be as follows

(a) A net salary (USD 20 000.00) twenty- thousand US Dollars = per month paid by the Government from 1st March 2023 up to 30th June 2023. From 1st of July 2023 until end of this contract a net salary shall be increased to (USD 25,000.00) twenty five thousand US Dollars per month which shall be paid by the Government excluding all Government Taxes as provided in the laws of Tanzania. The signing fee shall be paid by TFF at the tune of (USD 15,000) fifteen thousand USD.

(b) The head coach is responsible to bring his four (4) technical staff including (assistant, fitness coach, goal keeper coach, video analyst. Neither Government nor TFF will be responsible for their salaries; the head coach shall be responsible for their salaries.

(c) There shall be two apartments one for the head coach and the other apartment shall be for his technical staff [...]

(e) Any gross misconduct on the part of the employee as stipulated in the employee's staff regulations, which include among other things, making statements on matters that are beyond your scope of responsibilities and or engaging in deeds that jeopardize the integrity of the employer and its leadership [...]"

(Emphasis included)

8. The Africa Cup of Nations (“AFCON”) tournament took place between 13 January 2024 and 11 February 2024. On 15 January 2024, during the tournament, the First Respondent is alleged to have made offensive remarks on Algerian television against the Royal Moroccan Football Federation (“RMFF”) which is said to have led to diplomatic tensions between Tanzania and Morocco.
9. During the AFCON tournament the First Respondent left the Ivory Coast with his technical staff. It is the Appellant’s position that from the 19 January 2024, when the First Respondent received a ban and withdrew from the National Team Camp, the Contract had already been terminated pursuant to the Termination Clause set out in paragraphs 13(a), 13(c) and 13(e) of the Contract.
10. On 19 January 2024, the Confederation of African Football (“CAF”) Disciplinary Board heard and determined complaint No. D23112-AFCON-18.01.2024 brought by the Royal Moroccan Football Federation (“RMFF”) against the First Respondent for offensive remarks or statements. The First Respondent was found guilty of the charges and penalised with an eight-match suspension and was fined USD 10,000. The CAF Disciplinary Board decision states:

“CAF Disciplinary Board decides:

 - *To suspend the Tanzanian National Team Coach, Mr. Adel Amrouche, for his next eight (8) matches with the Tanzanian National team in accordance with Articles 82, 83, 84 and 131 of CAF’s Disciplinary Code;*
 - *To impose a fine of Ten Thousand US Dollars (10.000USD) upon the Tanzanian Football Federation, in accordance with Articles 82 and 83 of CAF Disciplinary Code”.*
11. On 6 March 2024, the CAF Appeals Board decided an appeal brought by the Appellant and First Respondent. The CAF Appeal Board lifted the penalty of USD 10,000 imposed against the Appellant and upheld the finding of the CAF Disciplinary Board and

sustained the penalty of an eight-match suspension against the First Respondent. The CAF Appeal Board decision states:

“VI. DECISION

1. The Appeal filed by the Tanzania Football Federation against the CAF Disciplinary Board decision dated 18th January 2024 is admissible.

2. The Appeal filed by the Tanzania Football Federation against the CAF Disciplinary Board decision dated 18th January 2024 is partially upheld.

a) Item 1 of the operative part of the CAF Disciplinary Board decision dated 18th of January 2024, which suspends Mr. Adel Amrouche for 8 matches, is confirmed.

b) Item 2 of the operative part of the CAF Disciplinary Board decision dated 18th of January 2024, which imposes a fine of Ten Thousand US dollars (10,000 USD) on the Tanzania Football Federation, is set aside.

3. The Tanzania Football Federation be reimbursed the appeal fees paid in relation to these appeal proceedings.

4. All other and further motions or prayers for relief are dismissed”.

12. The CAF Appeal Board Decision informed the First Respondent of his right to appeal against the decision of the CAF Appeals Board to the Court of Arbitration for Sport (the “CAS”) within 10 days of receipt of notification of the decision.

13. On 9 April 2024 the First Respondent appealed against the CAF Appeal Board decision to CAS. An award was rendered by CAS on 14 February 2025 (CAS 2024/A/10494) as follows:

“Le Tribunal Arbitral du Sport, statuant [...]:

1. L’appel interjeté par Adel Amrouche est partiellement admis.

2. Dit que la décision rendue par le jury d’appel de la Confédération Africaine du Football en date du 6 mars 2024 est confirmée sous réserve de son chiffre 2 a) qui est amendé comme suit :

« Par ses déclarations publiques en date du 15 janvier 2024, Adel Amrouche a violé l’article 131 du Code Disciplinaire, et est dès lors suspendu pour quatre (4) matches à compter du prononcé de la décision du Jury disciplinaire de la CAF en la cause le 18 janvier 2024. »

3. (...).

4. (...).

5. *Dit que toute autre demande ou conclusion est rejetée*”.

Free Translation:

“The Court of Arbitration for Sport [rules]:

1. The appeal filed by Adel Amrouche is partially upheld.

2. Holds that the decision rendered by the Appeals Panel of the Confederation of African Football dated 6 March 2024 is upheld subject to paragraph 2(a), which is amended as follows:

"By his public statements dated 15 January 2024, Adel Amrouche violated Article 131 of the Disciplinary Code and is therefore suspended for four (4) matches from the date of the CAF Disciplinary Panel's decision in this matter on 18 January 2024."

3. (...).

4. (...).

5. Holds that any other request or submission is dismissed”.

14. On 12 August 2024 the First Respondent entered a freelance mandate agreement with FIFA to work as a technical expert for training and development purposes. The freelance services were to be provided to FIFA between 1 July 2024 and 30 June 2025. The First Respondent’s work in relation to this agreement amounted to approximately 30 days in total.

III. PROCEEDINGS BEFORE THE FIFA PSC

15. On 14 May 2024, the Coach submitted a statement of claim before the Players’ Status Chamber of the FIFA Football Tribunal (the “FIFA PSC”). The First Respondent alleged that the Appellant had breached the Contract and requested relief in the form of pending remuneration due under the Contract.
16. On 22 May 2024, the Appellant was invited to provide its comments on the Coach’s claim.
17. On 11 June 2024, the Appellant provided its position on the Coach’s claim and submitted a counterclaim (which was incomplete).
18. On 13 June 2024, FIFA acknowledged receipt of the TFF’s intention to file a counterclaim and invited the Appellant to complete its petition.

19. On 24 June 2024, FIFA informed the parties to the FIFA PSC proceedings that the TFF had failed to complete its petition as per the prerequisites of Article 18(1) of the FIFA Procedural Rules Governing the Football Tribunal (*“the FIFA Procedural Rules”*). Therefore, the Appellant’s counterclaim was deemed withdrawn. Further, FIFA informed the parties that the submission phase was closed and that the matter would be submitted to the FIFA PSC for consideration and a formal decision.
20. On 10 October 2024, FIFA sent a letter informing the parties that the matter would be submitted to the FIFA PSC for formal decision during its meeting of 23 October 2024.
21. On 23 October 2024, the FIFA PSC rendered its decision (the “PSC Decision”), deciding as follows:

“1. The claim of the Claimant, Adel Amrouche, is partially accepted.

2. The Respondent, the Tanzania Football Federation, must pay to the Claimant the following amount(s):

- USD 83,331 as outstanding remuneration plus 5% interest p.a. as follows:

- 5% interest p.a. over the amount USD 1,560 of as from 1 October 2023 until the date of effective payment;*
- 5% interest p.a. over the amount USD 553 of as from 1 November 2023 until the date of effective payment;*
- 5% interest p.a. over the amount USD 546 of as from 1 December 2023 until the date of effective payment;*
- 5% interest p.a. over the amount USD 5,000 of as from 1 January 2024 until the date of effective payment;*
- 5% interest p.a. over the amount USD 672 of as from 1 February 2024 until the date of effective payment;*
- 5% interest p.a. over the amount USD 25,000 of as from 1 March 2024 until the date of effective payment;*
- 5% interest p.a. over the amount USD 25,000 of as from 1 April 2024 until the date of effective payment;*
- 5% interest p.a. over the amount USD 25,000 of as from 1 May 2024 until the date of effective payment;*

- USD 550,000 as compensation for breach of contract plus 5% interest p.a. as from 26 April 2024 until the date of effective payment.

3. Any further claims of the Claimant are rejected.

4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:

1. 20% of the next FIFA Forward instalment due to the Respondent will be withheld until payment is made.
2. If, after the first withholding, payment is still not made, a further 20% of the next instalment of FIFA Forward will be withheld and, at the request of the creditor, the case may additionally be referred to the FIFA Disciplinary Committee.
6. The consequences shall only be enforced at the request of the Claimant in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.”

22. The PSC Decision also included the following note:

“NOTE RELATED TO THE FINDINGS OF THE DECISION:

In accordance with art. 15 of the Procedural Rules Governing the Football Tribunal (hereinafter: the Procedural Rules), this correspondence only communicates the findings of the decision without grounds.

Should any of the parties wish to receive the grounds of the decision, a written request must be received by FIFA, within 10 days of receipt of notification of the findings of the decision. Failure to do so within the stated deadline will result in the decision becoming final and binding and the parties being deemed to have waived their rights to file an appeal.

Whenever procedural costs are ordered, the grounds of the decision will only be notified (a) to the party requesting the grounds; and (b) upon confirmation of payment of the relevant procedural costs, if any (cf., art. 15 par. 6 of the Procedural Rules).

It is the burden of the party requesting the grounds of the decision to demonstrate that its share of the procedural costs, if any, has been paid within 10 days of the notification of the findings (cf., art. 25, par. 7 of the Procedural Rules). Failure to do so will result in the request for the grounds being withdrawn. As a result, the decision will become final and binding and the relevant party will be deemed to have waived their right to file an appeal.

No costs shall be charged if a party decides not to ask for the grounds of the decision and, where applicable, the advance of costs will be reimbursed to the relevant party (cf., art. 25 par. 6 lit. a) of the Procedural Rules).” (emphasis added)

23. As has been confirmed by the evidence provided by the Parties, the findings of the PSC Decision were notified via the FIFA Legal Portal to the Parties on Friday 25 October 2024 at 15.20 local time in Florida, USA which is at 10.20pm East Africa Time (“EAT”) in Dar es Salaam, Tanzania.

24. This decision was communicated to Mr. Ndurumah Keya Majembe, the Attorney-at-law representing the Appellant in respect of the proceedings before FIFA. By Friday 25 October 2024 at 10.20 pm EAT, when the decision was communicated to Mr. Majembe, normal work hours had finished and resumed on Monday 28th October 2024.
25. As none of the Parties to the PSC proceedings (i.e. the Coach or the TFF) requested the grounds within 10 days of the notification of the operative part of the PSC Decision (i.e. by 4 November 2024), FIFA submit that the decision became final and binding (and therefore is no longer appealable).
26. On the 5 November 2024 Mr. Ndurumah Keya Majembe on behalf of the TFF accessed the FIFA Legal Portal and found the PSC Decision. On the same day he wrote to FIFA asking for an extension of time ahead of the statutory 10-day time limit to request the grounds for the PSC Decision, as Mr Majembe was in a rural area due to the bereavement of a close relative and was without internet access.
27. On 13 November 2024, FIFA sent a letter referring the Appellant to the PSC Decision and to the provisions of Article 15(5) of the FIFA Procedural Rules and stated the following:

“In view of the above, we would like to emphasize that the findings of the relevant decision passed on 23 October 2024 were duly notified to your Member Association on 25 October 2024, yet the grounds of said decision have been requested on 5 November 2024 only, i.e. eleven days after the notification of the findings of the decision.

As a result, and considering all of the above, particularly that the grounds of the decision have not been requested within the established ten-day time limit, we regret having to inform you that we are not in a position to provide you with the motivated decision and that, consequently, the decision has become final and binding.”

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 3 December 2024, the Appellant filed its Statement of Appeal before CAS challenging the FIFA decision dated 13 November 2024, denying the TFF an extension of time to request the grounds for the decision for the purpose of an appeal against the PSC Decision on 23 October 2024, in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-Related Arbitration (the “CAS Code”). The Appellant included Mr Adel Amrouche as the First Respondent and FIFA as the Second Respondent. The Statement of Appeal included an application for a provisional measure, i.e. a stay of execution of the FIFA decision pending the outcome of the appeal and an evidentiary request for the First Respondent to provide disclosure of his employment contract with FIFA executed after the termination of the contract with the TFF.
29. On 6 December 2024, the CAS Court Office wrote to the Parties in relation to a number of matters including the Statement of Appeal, the Appeal Brief, E-Filing, Costs, the Arbitration Panel, Language, mediation and the Appellant’s request for provisional

measures. In relation to provisional measures, the Parties were provided with a preliminary decision rendered by CAS where the question of a stay of the execution of a monetary award was decided upon (CAS 2004/A/780). According to CAS Jurisprudence, a decision of a financial nature issued by a private Swiss association is not enforceable while under appeal. It may not therefore be stayed and an application in that regard – being moot – would in principle be dismissed and the applicant may have to bear the resulting arbitration costs. The Appellant was invited to confirm within 3 days whether it maintained or withdrew its application for a stay.

30. On the same date, the Second Respondent wrote to the CAS Court Office expressing surprise that the FIFA decision was being challenged before CAS. The Second Respondent stated that, as the Appellant did not request the grounds of the PSC Decision within 10 days, FIFA had declared the case closed and requested that CAS close its present procedure.
31. On 9 December 2024, the CAS Court Office wrote to the Parties acknowledging the Second Respondent's letter of 6 December 2024 and stated that the Parties are advised that it will be for the Panel upon constitution to decide about the admissibility of the appeal.
32. On the same date, the First Respondent wrote to the CAS Court Office requesting the Appeal before CAS be discontinued as it would enable a party to appeal a FIFA decision without grounds. On the same date, the CAS Court Office informed the Parties that in accordance with Article R49 of the CAS Code and on behalf of the Deputy President of the CAS Appeal Arbitration Division, it was confirmed that the current proceedings shall continue without prejudice to the Panel's determination, once constituted, regarding the admissibility of the appeal.
33. On the same date the Appellant wrote to the CAS Court Office that, considering the CAS Court Office letter of 6 December 2024, as the Appellant challenges a FIFA decision of a financial nature, which should not be enforced while under appeal, the Appellant withdrew its request for provisional measures in particular the application for a stay of execution. The Appellant also expressed a willingness to refer the matter to CAS mediation.
34. On 10 December 2024 the CAS Court Office wrote to the Parties acknowledging the Appellant's letter of 9 December 2024 and noted that the Appellant had withdrawn its application for provisional measures and noted the Appellant's interest in CAS mediation.
35. On 10 December 2024, the First Respondent informed the CAS Court Office confirming that they did not want to refer the matter to mediation as they believed the present case should be closed.
36. On the same date, the CAS Court Office confirmed with the Parties that as the First Respondent was not interested in submitting the matter to CAS mediation and, as a result of the lack of agreement between the Parties in that regard, the case would continue under the ordinary arbitration rules under Article 48 of the CAS Code.

37. On the same date, the Second Respondent also confirmed that it was not interested in CAS mediation. It also sought to clarify its understanding that the CAS appeal was against the FIFA letter of the 13 November 2024 issued by the Head of Disputes & Regulatory Applications rather than the FIFA PSC Decision of 23 October 2024.
38. On 2 January 2025, the Appellant filed their Appeal Brief in accordance with Article R51 of the CAS Code.
39. On 19 March 2025, the First Respondent filed his Answer in accordance with Article R55 of the CAS Code.
40. On 20 March 2025, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code.
41. On 21 March 2025, the Appellant informed the CAS Court Office that it did not think a hearing would be necessary in this matter. On the same date, the First Respondent and the Second Respondent confirmed that they did not believe a hearing was necessary in this matter. On 2 April 2024, the Appellant confirmed that it also did not believe a hearing was necessary in this matter.
42. On 4 April 2025, the Parties were provided with Notice of Formation of a Panel confirming that pursuant to Article R54 of the CAS Code on behalf of the Deputy President of the CAS Appeals Arbitration Division, Mr Kwadjo Adjepong, Solicitor based in London, United Kingdom had been appointed as the Sole Arbitrator.
43. On 10 April 2025, following and extension of the deadline, the First Respondent filed its Answer in accordance with Article R55 of the CAS Code.
44. On 12 April 2025, the Appellant wrote to the CAS Court Office stating that it had withdrawn its application for provisional measures with the understanding that the Second Respondent would not enforce the FIFA PSC Decision of 23 October 2024. The Appellant expressed its 'dismay' that the Second Respondent had enforced the PSC Decision of 23 October 2024 and that a funding restriction had been implemented, despite the ongoing appeal. The Appellant requested that CAS intervene to lift the funding restriction in accordance with the CAS letter of 6 December 2024.
45. On 15 April 2025, the CAS Court Office wrote to the Second Respondent that it was the Sole Arbitrator's view that, in accordance with the CAS letter of the 6 December 2024, the Second Respondent should not enforce the decision of 23 October 2024 pending the outcome of the Appeal.
46. On the same date, the First Respondent wrote to CAS stating that in its view, the scope of the present appeal was limited to the refusal of FIFA to extend the deadline for the TFF's request for the grounds of the decision and therefore had no bearing on the enforcement of the financial decision of the FIFA PSC made on 23 October 2024.
47. On the same date, the Second Respondent wrote to the CAS Court Office asserting that the Appellant did not lodge an appeal in respect of the FIFA PSC Decision of 23 October

2024, but rather in respect of FIFA's refusal to provide the grounds of its decision set out in the FIFA letter of 13 November 2024. The Second Respondent therefore maintained that the FIFA PSC Decision was final and binding and would therefore remain in force.

48. On 16 April 2025, the Parties were invited to provide further submissions on the scope of the appeal. The Appellant was invited to clarify the scope of his appeal by 2 May 2025, i.e. whether the Appeal was against the Second Respondent's letter of 13 November 2024 and/or the Second Respondent's decision of 23 October 2024.
49. On 21 April 2025 the Second Respondent provided the FIFA Case File in this matter.
50. On 2 May 2025 the Appellant provided its further submissions clarifying the scope of its appeal and admissibility. On the same date, the CAS Court Office wrote to the Respondent's requesting their response to the Appellant's submissions by 16 May 2025.
51. On 5 May 2025 the First Respondent provided its reply to the Appellant's submissions and the issue of admissibility. In addition, the Second Respondent provided its reply to the Appellant's submissions on 12 May 2025 and the issue of admissibility.
52. On the 13 May 2025 the CAS Court Office wrote to the Parties confirming that the Sole Arbitrator would hold a Case Management Conference to consider the issue of the scope of the appeal.
53. On 20 May 2025 the CAS Court Office confirmed that a Case Management Conference would be held on 30 May 2025.
54. On 30 May 2025, a Case Management Conference took place. The Parties made representations on a number of preliminary issues including the scope of the appeal; a request for disclosure (i.e. the First Respondent's employment agreement with FIFA); and requested that the enforcement of the PSC Decision should be stayed pending the outcome of the appeal. The Appellant submitted that its appeal was against the FIFA PSC Decision of 23 October 2024 and the FIFA letter of 13 November 2024 refusing to provide the grounds for its decision. The Second Respondent maintained its position that the scope of the appeal was limited to the FIFA letter of the 13 November 2024 and therefore the decision of 23 October 2023 would remain in force as a stay of execution should not apply in these circumstances. However, FIFA agreed to the Appellant's request for disclosure. The Parties agreed that their right to be heard had been respected and that they were happy for the Sole Arbitrator to proceed to determine the case without a hearing.
55. On 16 June 2025, the First Respondent provided CAS with the freelance employment agreement which confirmed that on 12 August 2024 the First Respondent entered a freelance mandate agreement with FIFA to work as a technical expert for training and development purposes. The freelance services, amounting to approximately 30 days of work, were provided to FIFA by the First Respondent between 1 July 2024 and 30 June 2025.

56. On 29 July 2025, the CAS Court Office provided the Parties with the Order of Procedure, which was duly signed by the Appellant on 1 August 2025, signed by the First Respondent on 29 July 2025 and signed by the Second Respondent on 30 July 2024.
57. On 5 August 2025, the CAS Court Office wrote to the Parties on behalf of the Sole Arbitrator pursuant to Article 44.3 of the CAS Code. The Parties were invited to submit any evidence that may assist in determining the precise timing of the notification of the PSC Decision of 23 October 2024. On 11 August 2025 the Second Respondent provided the additional evidence requested. On the same date, the First Respondent provided the evidence requested and on 12 August 2025 the Appellant provided the evidence. The Appellant and the First Respondent provided some additional submissions with the evidence provided, however these submissions were beyond the scope of the Sole Arbitrator's request and therefore were not taken into account.

V. SUBMISSIONS OF THE PARTIES

58. The Appellant's submissions, in essence, may be summarised as follows:
 - That the notification of the FIFA PSC Decision to Mr. Majembe, who was acting on behalf of the Appellant, was notified in non-working hours at 10.20pm on Friday 25 October 2024 (local time).
 - The Second Respondent erred by its failure to consider that the purported delay of a single day was not inordinate and was accompanied by sound reason to warrant the Appellant's right to a reasoned decision for appeal purposes.
 - Under Swiss Law, procedural time limits are extendable upon request. Factors for consideration includes the length of delay by a party making the request. A delay of a day is not inordinate.
 - Had the Second Respondent taken the above into account, it could have without hesitation allowed the request for grounds of the decision for appeal purposes.
 - The FIFA PSC erred awarding reliefs not found in coach's employment contract. As a result. The USD 550,000 awarded to the First Respondent as compensation for breach of contract was in addition to the claim for outstanding remuneration owed to the First Respondent. Therefore, the award was arbitrary and unfounded in fact and law.
 - The PSC Decision did not acknowledge any mitigation of the First Respondent's purported loss. The Appellant's due diligence revealed that the First Respondent had an employment contract with the Second Respondent.
 - The award of USD 550,000 constitutes illegality. It would be unjust to deny the Appellant the grounds for appeal purposes on technical grounds as this would condone the illegality of the decision.

- That FIFA PSC erred in awarding relief to the First Respondent without taking into account the just causes for the Federation's termination of the Contract. It is apparent that the termination of the Contract was down to the First Respondent's behaviour which led to his 8-match ban. FIFA erred by failing to rule that the Appellant had a just cause for termination, taking into account that the Appellant was found to be innocent by the CAF Disciplinary Appeal Board, which found the First Respondent guilty.
- The eight (8) match suspension and the First Respondent's exit from the National Team Camp frustrated the Contract by the First Respondent's conduct, warranting termination.
- Had FIFA taken the above facts into account, it would not have proceeded to award any relief in favour of the Respondent.
- As a result of the above, the Appellant seeks the following relief:

"In light of the above, the Appellants herein request the Court of Arbitration for Sport:

vi. To rule out that the 2nd respondent was not justified to deny the request for extension of time to supply motivated decision in decision of 23 October, 2024 in Ref. No. FPSD-14630 given the fact that the notification of failure to timely request was yet to be delivered.

vii. The 2nd respondent decision of 13th November, 2024 be set aside to order the 2nd respondent to avail motivated decision to the appellant;

viii. To order and allow the appellant to file appeal against the motivated decision which to form part of this proceedings.

ix. To determine any other relief the Panel may deem appropriate;

x. To condemn the Respondents to the payment of the whole CAS administration costs and arbitrators fees.

33. In addition/alternative, the appellant prays for mitigation in the sense that the 1st respondent current employment earnings be mitigated from the award (should the merits appeal stand dismissed)".

59. The First Respondent's submissions can be summarised as follows:

- The scope of the Appellant's appeal is strictly limited to the decision of the FIFA Football Tribunal to reject the request for an extension of the deadline to ask for grounds.

- The Appellant's requests for relief are entirely directed at FIFA in relation to the request for grounds and no discussion was made or discussed by the Appellant regarding the merit of the claim submitted before the FIFA Football Tribunal.
- Even if such discussion on the merits was submitted in the present procedure, it should not be taken into account because FIFA has rightfully decided that the decision was final and binding.
- The Appellant recognises that the deadline of 10 days to request the grounds was not respected by the TFF and its counsel.
- Both the TFF and its counsel were notified of the findings on 25 October 2024.
- The request for the grounds was submitted after 11 days.
- The findings of the decision contain a clear note on the procedure regarding the request of grounds, i.e. *"Should any of the parties wish to obtain the grounds of the decision, a written request must be received by FIFA within 10 days of receipt of notification of the findings in the decision. Failure to do so within the stated deadline will result in the decision becoming final and binding and the parties being deemed to have waived their rights to file an appeal"*.
- Despite the clear and precise note in the decision, the request for the grounds was not submitted within the mandatory time limit.
- The Appellant cannot suggest that there was no internet access because the TFF was also notified at the same time with the findings and could have submitted a request for grounds at any time during the following 10 days.
- Despite the Appellant's submission on 5 November 2024 regarding the absence of internet access because of the rural location is not an acceptable argument. Also, there is no possibility to extend the time limit for requesting the grounds.
- Articles 11-6 of the FIFA Procedural Rules states that "6. Regulatory time limits fixed in these Rules will not be extended". Time limits set by the FIFA General Secretariat may only be extended on substantiated request submitted before the expiry of the relevant time limit.
- Even the CAS Code has a non-extendable time limit. Article R32 clearly states that the time limit to submit the Statement of Appeal cannot be extended.
- The notification of the decision on Friday or a non-working day has no effect.
- The last day of the deadline, when it is a non-working day, will be extended to a working day according to art 11-3 of the FIFA Procedural Rules and Art. R32 of the CAS Code.
- As a result of the above, there is no possibility to extend the time limit of 10 days provided by Art. 15-5 of the FIFA Procedural Rules and the direct effect of the

absence of a request of grounds within the time limit is that a decision becomes final and binding and cannot be challenged before CAS.

- As a result of the above, the First Respondent requests the following relief:

“[...] we respectfully ask the panel:

1. To dismiss the appeal.

2. The arbitration costs must be carried out by the Appellant.

3. To oblige the Appellant, to contribute to the first respondent’s advocacy

costs which will be evaluated according to the sole arbitrator[’s] discretion”.

60. The Second Respondent’s submissions in essence may be summarised as follows:

- The appeal has been filed by the Appellant in a desperate attempt to remedy its negligent control over communications it received from FIFA i.e. the PSC Decision and the 10-day time limit to request grounds.
- The TFF has lodged an appeal against the FIFA letter of 15 November 2024, which is not an appealable decision, in order to indirectly appeal the PSC decision of 23 October 2024.
- The ability of the Appellant to be able to lodge and appeal after the 10-day time limit would undermine the legal certainty and foreseeability of the FIFA regulations and violate the doctrine of *venire contra factum proprium* and would contradict FIFA’s stated position with regard to the time limit. It would also render ineffective the system that FIFA has implemented to achieve effective dispute resolution.
- If the informative letter from FIFA dated 13 November 2024 is capable of being appealed, the Appealed Decision was duly notified through the FIFA Legal Portal and became final and binding after the expiry of the 10-day time limit prescribed by Article 15(5) of the FIFA Procedural Rules. Therefore, the present appeal should be declared inadmissible or alternatively be dismissed.
- Article 15(5) of the FIFA Procedural Rules clearly states that:

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

- The TFF and the Coach were informed of the steps to be followed if the parties wanted to lodge and appeal of the PSC Decision in the section headed “NOTE RELATED TO THE FINDINGS OF THE DECISION”. The parties were informed

that, unless a request for the grounds of appeal were requested within the 10-day limit, the decision would become final and binding.

- The Appellant is estopped from requesting the grounds of the PSC Decision after 4 November 2024 as it led to the legitimate expectation that it had waived its right to file an appeal. In addition, an analogy can be drawn with CAS 2016/A/4817 which established:

“93. [...] A party is estopped from lodging an appeal where the other stakeholders involved could legitimately rely on the (federation’s) measure in question to be final and binding. Thus, for example, if an appellant has taken note of a decision (in some other way) the latter is under a duty to make enquiries within certain limits as far as is reasonable and within his realms of possibility (in this sense for example CAS 2007/A/1413, nos. 54 et seq.). If the party fails to do so, he or she would act in bad faith when arguing that the time limit had not yet begun to run. However, the requirement that the “party entitled to appeal” make enquiries may not be overstretched (in this regard see also CAS 2008/A/1564, no.63).” (Emphasis added)

- The Appellant failed to request the grounds of the PSC Decision within the 10-day regulatory time limit and should bear the consequences of that. As stated by CAS: **“lack of timely action [...] should not be excused or remedied by an attempt to appeal against a letter which does not contain the essential elements of a decision;** to allow this would artificially extend the deadline for an appeal to be lodged which runs contrary to the CAS jurisprudence.” (emphasis added) (See CAS 2016/A/4817, para 93).
- As stated in CAS 2021/A/8290 para. 73, in cases where an appellant fails to take timely action *“to allow an appeal in such circumstances would not only artificially extend the deadline for an appeal to be lodged, but this would also violate legal certainty and the doctrine of venire contra factum proprium [...]”*.
- The letter by FIFA dated 13 November 2024 was merely informative and was not a decision. The letter was a simple clarification of the consequences already decided by the PSC Decision on 23 October 2024. The letter from the Department of Disputes & Regulatory Applications only informed the Appellant that: *“[...] the grounds of the decision have not been requested within the established ten-day time limit, we regret having to inform you that we are not in a position to provide you with the motivated decision and that, consequently, the decision has become final and binding”* (and enforceable). CAS jurisprudence has established the mandatory elements for a document to be considered to be a “decision” i.e. it must contain a “ruling” (see CAS 2004/A/748 para 89) or produce “legal effects” (see CAS 2004/A/659) rather than containing “simple information” (see BERNASCONI M., “When is a decision and appealable decision?” in Proceedings before the CAS ed by RIGOZZI/BERNASCONI, Bern 2007 p.273) or a ruling the puts an end to the dispute or event to part of it (see Swiss Federal Tribunal (SFT) in SFT 4A_300/2020).

- The Appellant admits that it submitted its request for the grounds of the PSC Decision after the 10-day time limit because it “could not access the internet” i.e. due to its own failings, not because the PSC Decision was not duly notified. Article 10(3) of the FIFA Procedural Rules is clear in establishing that the FIFA Legal Portal must be reviewed “at least once per day. Article 10(3) states: “*Parties **must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.***” (Emphasis added.) In its correspondence the Appellant stated that it only became aware of the PSC Decision on 5 November 2024. If the Appellant had complied with all the relevant steps including the obligation to review the FIFA Legal Portal “at least once per day” it would not have found itself in this position.
- The Appellant argues that the PSC Decision “was sent at night, 10.20pm on Friday 25 October 2024, ahead of normal working hours.” It is worth recalling the considerations in CAS 2022/A/8598 para 139: “*It would be complicated to require FIFA to refrain from communicating its decisions outside office hours, as this federation deals with hundreds of international cases in many different time zones. Stating otherwise would create uncertainty and open the door to overindulgence and case-by-case treatment and would go against the standardized approach that prevails in CAS arbitration (CAS 2020/A/7075, para 82).*” Therefore, the Appellant’s argument regarding notification in “normal working hours” is irrelevant. The delay in requesting the grounds of appeal had nothing to do with the PSC Decision being notified on a Friday night.
- Several CAS panels, and most recently in CAS 2022/A/8598, have confirmed that “[...] the relevant point in time for reception (or notification) is when the person has the possibility to become acquainted with the content of a decision, regardless whether it has actually done so (CAS 2019/A/6253 and CAS 2020/A/7494, citing CAS 2006/A/1153; 2008/A/1548, para. 17)”. (See CAS 2022/A/8598 para. 122). The Appellant’s legal representative had the possibility to access the content of the PSC Decision uploaded onto the FIFA Legal Portal on 25 October 2024. As such, the PSC Decision had entered the Appellant’s “sphere of control” once FIFA had uploaded it on 25 October 2024. (See Rigozzi/Hasler 118, Arbitration in Switzerland: The Practitioner’s Guide, 2nd edition, Vol 2 p 1600).
- This position was confirmed in CAS 2023/A/9780 which stated the following:

“[...] the Panel remarks that it bears no relevance for the case at stake whether the Appellant actually accessed the FIFA Legal Portal upon the Appealed Decision having been notified via it. It is unanimously recognized under Swiss Law that a decision or any other legally relevant statement is deemed having been notified, if the interested party had the opportunity to obtain knowledge of its content, irrespective of whether said party in fact obtained knowledge. Thus, the relevant point in time is when the party receives the decision and not when it obtain actual knowledge of its content (cf. CAS 2026/A/4651 para. 48; CAS 2022/A/8598 para. 122). In the present matter, the Panel finds that the Appealed Decision was properly

notified to the Parties through the FIFA Legal Portal on 3 May 2023 and that, by filing its appeal on 5 July 2023, the Appellant did not comply with Articles 57(1) of the FIFA Statutes and R49 of the Code.”

- The enquiry obligation of (“Abfrage-Obliegenheit”) increases when a party to a proceeding can expect or must assume that it will receive a communication in the course of ongoing proceedings and should assume that delivery of further communication is probable. By correspondence on 10 October 2024, FIFA informed the Parties to the PSC that a formal decision would be taken during the PSC meeting on 23 October 2024, therefore the Appellant should have expected notification of the PSC Decision in the days that followed.
- Given the obligation to check the FIFA Legal Portal ‘every day’, the Appellant should have ensured that one of its employees was able to check the portal if another employee was going to be away in a rural area with no internet connection. As stated in CAS 2020/A/7034 para 64 “[t]here is case law before the Swiss Federal Supreme Court (see 4A_556/2018) that **strict adherence to procedural requirements, in particular deadlines, is necessary to ensure equal treatment of the Parties and that substantive law is properly applied.**” (Emphasis added). Therefore, to accept the Appellant’s late request would not only undermine FIFA’s procedural framework in the FIFA Procedural Rules but would violate the principles of equal treatment of parties in similar cases.
- In conclusion, it is evident that by not requesting the grounds of the PSC Decision within the 10-day regulatory time limit, the Appellant tacitly waived its right to file an appeal, rendering the PSC Decision final and binding.
- As a result of the above, the Second Respondent requests the following relief:

“Based on the foregoing, FIFA respectfully requests CAS:

(a) [declares] that the Appeal is inadmissible; and

(b) ordering the Appellant to bear all costs incurred with the present procedure.

Alternatively,

(c) rejecting the reliefs sought by the Appellant and dismissing the Appeal in full; and

(d) ordering the Appellant to bear all costs incurred with the present procedure.”

VI. JURISDICTION

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

An appeal against the decision of a federation, association or sports-related body may be filed with 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.

62. Article R47 of the CAS Code confirms that an appeal against a decision of a federation, association or sport-related body, such as FIFA, may be filed “[...] insofar as the Appellant has exhausted all the legal remedies available to him prior to the appeal [...]”, as is the case here.
63. The jurisdiction of CAS also derives from Article 50(1) of the FIFA Statutes (May 2024 edition), as it determines that “Appeals against final decisions passed by FIFA’s legal bodies shall be lodged with CAS within 21 days of receipt of the decision in question”.
64. In addition, Article 50(2) of the FIFA Statutes states: “Recourse may only be made to CAS after all other internal channels have been exhausted”. The jurisdiction of CAS is not contested and is further confirmed by the Order of Procedure duly signed by the Parties.
65. It follows that CAS has jurisdiction to hear, adjudicate and decide on the present dispute.

VII. APPLICABLE LAW

66. 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.

67. Pursuant to Article R58 of the CAS Code, CAS shall primarily apply the FIFA Statutes, and Swiss law on a subsidiary basis.
68. Article 49(2) FIFA Statutes provides the following:

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

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

VIII. ADMISSIBILITY

70. 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.

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

72. As mentioned above, under Article 50 of the FIFA Statutes, decisions adopted by FIFA legal bodies, such as the FIFA PSC, can be appealed within 21 days from their notification.

73. The Appellant submits that the scope of its appeal covers the FIFA PSC Decision notified on 25 October 2024 and the FIFA letter of 13 November 2024 which stated that, as the Appellant had requested the grounds of the PSC Decision after the 10-day time limit, the PSC Decision had become final and binding. The Appellant lodged its appeal with CAS on 3 December 2024 i.e. within the 21-days of the FIFA letter of 13 November 2024.

74. The First and Second Respondents dispute the admissibility of the Appeal on the basis that, as the Appellant requested the grounds for the PSC Decision after the 10-day time limit in the FIFA rules - and as a result the decision of the FIFA PSC became final and binding. The Second Respondent also disputes admissibility on the basis that the FIFA letter of 13 November 2024 was not ‘a decision’ for the purposes of FIFA Statutes or the CAS Code. In addition, the Second Respondent submits that the CAS Appeal lodged on 3 December 2024 relating to a PSC decision notified on 25 October 2024 is also inadmissible as it is outside the 21-day time limit for an appeal in the FIFA Statutes and the CAS code.

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

A. The applicable burden and standard of Proof

76. The Sole Arbitrator, in considering whether the appeal is admissible, needs to ascertain whether the burden of proof concerning the facts of the case has been met based on the applicable standard of proof.

77. Swiss law, that is applicable subsidiarily, in particular, Article 8 of the Swiss Civil Code (SCC), states that: “Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact”.

78. This position is supported by CAS jurisprudence which provides that “In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its ‘burden of proof’, i.e. it must meet the onus to substantiate its allegations and to affirmatively

prove the facts on which it relies with respect to that issue.” (See inter alia CAS 2009/A/1909).

79. As a result, the Sole Arbitrator observes that the burden rests with the Appellant to prove the facts it submits in support of its case.

B. The admissibility of the TFF Appeal

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

“Article 10: Communications

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

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

Article 11: Time Limits

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

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

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

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

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

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

Article 15: Notifications of decisions

1. *A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated*
2. *Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.*
3. *Decisions enter into force as soon as notification occurs.*
4. *Generally, a party shall only be notified of the operative part of the decision. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.*
5. *Where no procedural costs are ordered, **a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal.** The time limit to lodge an appeal begins upon notification of the grounds of the decision.*
6. *Where procedural costs are ordered, notification of the grounds of a decision will only be made to the party that has both requested the grounds of the decision and paid its share of the procedural costs within the regulatory time limit of ten calendar days from notification of the operative part of the decision, if any.*
7. *Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal [...]”. (Emphasis Added.)*

81. Before addressing the facts, the Sole Arbitrator considers it appropriate to provide a brief classification of the types of deadlines provided for under the FIFA Procedural Rules. In general, these rules distinguish between (i) regulatory deadlines, which are mandatory and whose non-observance results in the loss of a procedural right, and other (ii) non-regulatory deadlines, which may, depending on the circumstances, be subject to extension or other remedial measures.
82. Among the former, the ten-day period to request the grounds of a decision is expressly identified as a regulatory time limit. Article 15, para. 5, of the FIFA Procedural Rules

provides that a party has ten calendar days from notification of the operative part of the decision to request the grounds, failing which the decision becomes final and binding and the party is deemed to have waived its right to appeal. Article 15, par. 6, reinforces this by confirming that the grounds must be requested “within the regulatory time limit of ten calendar days,” thereby clearly reflecting FIFA’s intent to treat this deadline as mandatory and not subject to extension.

83. As such, the Sole Arbitrator considers that the ten-day period under Article 15 constitutes a strict regulatory deadline, the failure to observe which produces immediate and definitive consequences. The Appellant submits that the notification to Mr. Majembe was notified in non-working hours at 10.20pm on Friday 25 October 2024 (local time). However, the First Respondent asserts that both the Appellant was notified of the findings on 25 October 2024 and did not request grounds of the decision within the 10-day time limit. In addition, the Second Respondent states that, although the Appellant states that the PSC Decision was notified at 15.20 at local time in Florida, USA, which was at night in Dar es Salaam, Tanzania, 10.20pm on Friday 25 October 2024, ahead of normal working hours, CAS 2022/A/8598 para 139 states: *“It would be complicated to require FIFA to refrain from communicating its decisions outside office hours, as this federation deals with hundreds of international cases in many different time zones. Stating otherwise would create uncertainty and open the door to overindulgence and case-by-case treatment and would go against the standardized approach that prevails in CAS arbitration (CAS 2020/A/7075, para 82).”* Therefore, it is submitted that the Appellant’s argument regarding notification in “normal working hours” is irrelevant and the delay in requesting the grounds of appeal had nothing to do with the PSC Decision being notified on a Friday night.
84. The Sole Arbitrator notes that Article 11(1) of the FIFA Procedural Rules states that: *“For a party that directly receives a communication, the time limit will commence the day after receipt of the relevant communication”*. This would mean that although the notification of the PSC Decision was made at 10.20pm on 25 October 2024, pursuant to Article 11, the time limit would start to run from Saturday 26 October 2024, i.e. the day after the communication was made. This would mean that the 10-day time limit to request the grounds of the PSC Decision expired on 4 November 2024. However, it is not in dispute that the Appellant requested the grounds, shortly after the deadline, on 5 November 2024. The Sole Arbitrator also notes that Article 11(3) provides that *“If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply, the time limit will expire at the end of the next working day”*. As a result, although the FIFA Procedural Rules allows for the 10-day time limit to be extended if it expires on a public holiday or a non-working day, the rules do not permit the deadline to be extended if notification of a PSC Decision is made on a non-working day, e.g. a weekend, as in this case.
85. The Appellant also submits that the Second Respondent erred by its failure to consider that a delay of a single day was ‘not inordinate’ and was accompanied by sound reason to warrant the Appellant’s right to a reasoned decision for appeal purposes. Mr Majembe was in a rural area due to the bereavement of a relative and did not have internet access. The Appellant also states that under Swiss Law, procedural time limits are extendable upon request, given the short length of delay by a party making the request, a delay of

just a day is ‘not inordinate’. The First Respondent disagrees with these submissions and argues that despite the Appellant’s submission on 5 November 2024, regarding the absence of internet access because of their rural location, is not an acceptable argument. Also, the First Respondent asserts that there is no possibility to extend the time limit for requesting the grounds. In addition, the Second Respondent submits that the Appellant made its request for the grounds of the PSC Decision after the 10-day time limit because it “could not access the internet” i.e. due to its own failings. The Second Respondent asserts that Article 10(3) of the FIFA Procedural Rules clearly establishes that: “*Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review [...].*” (Emphasis added.)

86. The Sole Arbitrator has some sympathy with the unfortunate circumstances the Appellant found itself in, which included a family bereavement and the need to travel to a rural area without internet access. However, the Appellant is a national federation and the burden of the TFF to ensure that there is an operating channel of communication between the TFF and FIFA in accordance with the applicable rules, and even more so as the Appellant is affiliated to FIFA. In addition, by correspondence on 10 October 2024, FIFA informed the Parties that a formal decision would be taken during the PSC meeting on 23 October 2024, therefore the Appellant should have expected notification of the PSC Decision in the days that followed and regularly checked the FIFA Legal Portal. Although the Appellant states that it only became aware of the PSC Decision on 5 November 2024, if the Appellant had complied with all the relevant steps including the obligation to review the FIFA Legal Portal “at least once per day” it could have requested the grounds of the PSC Decision before the expiry of the 10-day deadline.
87. The Sole Arbitrator finds that Article 15(5) of the FIFA Procedural Rules is clear in stating that: “[...] a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal”. As a result, the Appellant should have requested the grounds of appeal in the period between 26 October 2024 and 4 November 2024. It shall also be noted that a request to obtain the grounds of a decision is a purely administrative matter and does not require any specific form or justification.
88. The Sole Arbitrator is persuaded by the Second Respondent’s submission, as stated in CAS 2021/A/8290 para 73, that in cases where an appellant fails to take timely action “to allow an appeal in such circumstances would not only artificially extend the deadline for an appeal to be lodged, but this would also violate legal certainty [...]”.
89. The Appellant states it missed the deadline for requesting the grounds by one day, which was ‘not inordinate’. Given that the Appellant missed the deadline by just one day, FIFA could have considered exercising its discretion to allow the Appellant’s request for the grounds of appeal, albeit a day late. The Sole Arbitrator notes that although the FIFA Procedural Rules allow the 10-day deadline to be extended if the deadline falls on a public holiday or a non-working day such as a weekend. However, the rules do not permit the deadline to be extended in the circumstances of this case, e.g. where a PSC decision was notified on a weekend, but the deadline ends on a working day (i.e.

Monday 4 November 2024). Given all the circumstances of this case, including notification on a weekend and the 10-day time limit being missed by one day, the Second Respondent might have exercised its discretion to allow the Appellant to request the grounds of the PSC Decision out of time. However, the FIFA Procedural Rules do not expressly allow for the exercise of such discretion and therefore the Second Respondent was entitled to apply the strict interpretation of Article 15(5) and conclude that the Appellant had missed the 10-day deadline to request the grounds of Appeal, and therefore the PSC Decision became final and binding.

90. As a result of the above, the Sole Arbitrator concludes that, as the Appellant did not request the grounds within the 10-day time limit, the Second Respondent was entitled to conclude that the PSC Decision had become final and binding and the Appellant had waived its right to appeal. Therefore, this Appeal filed by the TFF on 3 December 2024 is inadmissible.
91. As a result of the above determination, it is not necessary for the Sole Arbitrator to consider the consequences for the Parties if the Appeal had been ruled admissible.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by the Tanzanian Football Federation on 3 December 2024 is inadmissible.
2. (...).
3. (...).
4. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 7 October 2025

THE COURT OF ARBITRATION FOR SPORT

Mr Kwadjo Adjepong
Sole Arbitrator