

TAS / CAS TRIBUNAL ARBITRAL DU SPORT COURT OF ARBITRATION FOR SPORT TRIBUNAL ARBITRAL DEL DEPORTE

#### CAS 2024/A/10543 Andrianirina Rajomazandri v. Malagasy Football Federation (FMF)

# **ARBITRAL AWARD**

#### delivered by the

## **COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

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

#### in the arbitration between

#### Andrianirina Rajomazandri, Madagascar

Represented by Mr Nasir Eldin Azzam, Sport Makers, Cairo, Egypt

Appellant

and

Malagasy Football Federation, Madagascar

Respondent

#### I. PARTIES

- 1. Mr. Andrianirina Rajomazandri (the "Appellant" or the "Player") is a professional footballer of Madagascan nationality and a former employee of the AS Fanalamanga Club ("Fanalamanga" or the "Former Club").
- 2. The Malagasy Football Federation ("FMF") is the governing body for football in Madagascar. The FMF is affiliated to the Fédération Internationale de Football Association ("FIFA") and the Confederation of African Football ("CAF").

#### II. FACTUAL BACKGROUND

- 3. 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 it he considers necessary to explain his reasoning.
- 4. On 22 September 2022, the Player and Fanalamanga signed an employment agreement valid for one year until September 2023.
- 5. On 21 September 2023 the employment relationship between the Player and the Former Club came to an end.
- 6. On 31 October 2023, the Player signed an employment agreement with Fosa Juniors Club ("Fosa" or "the New Club") valid until 1 November 2025.
- 7. On 18 January 2024, Fosa fully completed the Player's registration process which was confirmed through the Respondent.
- 8. On 20 January 2024, the Player played his first official match for Fosa which was a for the Quarter Finals of the Telma Cup of Madagascar 2023 organised by the Respondent.
- 9. In an email sent to Fanalamanga and Fosa on 16 February 2024, the FMF Director of Competitions referred to "complaints from [the] two respective clubs regarding the situation of the player RAJOMAZANDRY Andrianirina (sic)". He urged both clubs "to initiate discussions with the aim of reaching an amicable agreement that would be beneficial for all parties involved, including the player". He also added the following:

"Pending the resolution of this situation and in order to preserve the integrity of our competitions, we inform you that RAJOMAZANDRY Andrianirina (sic) is suspended from all participation in official matches. This suspension takes effect immediately and remains in force until an agreement is formally established between your two clubs and validated by our Federation".

- 10. On the same day, Fosa replied to the email and enquired "on what legal basis the FMF would like to suspend the aforementioned player". Based on the information available, it appears that the FMF did not reply to this email.
- 11. On 9 April 2024, the FMF's Executive Committee issued a formal decision nr. 005/FMF/24 ("the Appealed Decision") notified to the Appellant on 10 April 2024 imposing a suspension of the Player for a period of two years from participating in matches within the FMF as follows:

"Decision no 005/FMF/24 Suspending the player RAJOMAZANDRY Andrianirina

#### THE EXECUTIVE COMMITTEE

According to Law no 97-014 of 8 August 1997 relating to the Organization and Promotion of Physical and Sports Activities in Madagascar:

According to the Statutes of the Fédération International de Football Association (FIFA); According to the Statutes of the Confederation of African Football (CAF) According to the FIFA disciplinary Code: According to the CAF disciplinary Code: According to the Statutes of the Malagasy Football Federation (FMF); According to the disciplinary code of the FMF; According to the Regulations of the PURE-PLAY FOOTBALL LEAGUE (PFL) 2024 competition. According to the Minutes of the meeting of the members of the Executive Committee dated 9 April 2024;

#### DECIDED

*"ARTICLE 1: Mr. RAJOMAZANDRY Andrianirina is suspended from participation in all official matches under the aegis of the FMF for a period of two (2) years from the date of notification of the decision.* 

ARTICLE 2: Mr. RAJOMAZANDRY Andrianirina is prohibited from affiliating with the clubs registered with the FMF during the suspension period.

ARTICLE 3: The decision of the executive committee is not subject to appeal."

12. The reasons of the Appealed Decision have to date not been provided to the Appellant.

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

13. On 30 April 2024 the Appellant filed with the Court of Arbitration for Sport ("CAS") a Statement of Appeal against the Respondent regarding the Appealed Decision. In his Statement of Appeal, the Appellant requested the implementation of an expedited

procedure. He also requested the production of several documents, including the grounds of the Appealed Decision.

- 14. On 7 May 2024 the CAS Court Office initiated an appeals procedure under the reference *CAS 2024/A/10543 Andrianirina Rajomazandri v. Malagasy Football Federation* and suspended the Appellant's time limit to file his Appeal Brief, pending a decision on the request for production of documents. In the absence of an answer from the Respondent, no expedited procedure was implemented. The Respondent did not file the requested documents.
- 15. On 13 June 2024, the Appellant filed an application for provisional measures in accordance with Article 37 of the Code of Sports-related Arbitration (the "Code"), requesting that an Order be rendered by 1 July 2024. The Appellant submitted the following prayers for relief:

"1. To grant our request for the provisional measure to suspend and stay the effect of the Appealed decision with an immediate effect and to be declared as temporarily suspended until the Court of Arbitration for Sport rule on the merits of the case at stake; and

2. To issue the CAS Decision on the present provisional measures request <u>by no later</u> <u>than 01 July 2024</u> (prior to the expiry of Fosa's warning letter to the Player), or alternatively to order Fosa itself to not terminate the employment contract with the Player until the issuance of the CAS decision on provisional measures" (emphasis in original).

- 16. On 17 June 2024, the CAS Court Office acknowledged receipt of the application for provisional measures and invited the Respondent to comment on the application by 24 June 2024. The Respondent did not file a response to the application for provisional measures within the prescribed time limit.
- 17. On 25 June 2024, the CAS Court Office noted that the Respondent had not filed its Answer to the application for provisional measures and invited the Appellant to file an additional document referred to in his application for provisional measures. On the same date, the Appellant filed the requested document.
- 18. On the same day, the CAS Court Office acknowledged receipt of the document and informed the Parties that the President of the CAS Appeals Arbitration Division (the "Division President"), or her Deputy, would render an Order on the request for provisional measures.
- 19. On the 2 July 2024 the Deputy Division President ruled that:

"1. The application for provisional measures filed by Mr Andrianirina Rajomazandri on 13 June 2024 in the matter of CAS 2024/A/1053 Andrianirina Rajomazandri v. Malagasy Football Federation (FMF) is granted.

2. The costs of the present Order shall be determined in the final award or other final disposition of this arbitration."

- 20. On 31 July 2024 the Athletes' Commission of the International Council of Arbitration for Sport ("ICAS") granted legal aid to the Appellant for the Appeal.
- 21. On 13 August 2024, the Sole Arbitrator, Mr Kwadjo Adjepong, a Solicitor from the United Kingdom, was appointed by the Deputy Division President. On the same date a Notice of Formation of the Panel, and a Statement of Acceptance and Independence form signed by the Sole Arbitrator, was provided to the Parties.
- 22. On 19 August 2024 the Sole Arbitrator gave the Respondent a final opportunity to respond to the Appellant's request to produce "the entire case file including but not limited to the Respondent's deliberations, internal communications, and all motives of the Appealed Decision." In the meantime, the time limit for the Appeal Brief to be filed remained suspended.
- 23. On 27 August 2024 the Sole Arbitrator granted the Appellants' request for the Respondent to produce the entire case file relating to the Appealed Decision within 5 days of receipt of the letter which was sent to the Respondent by DHL. A DHL Delivery report confirmed delivery. The Respondent failed to respond to the Sole Arbitrator's request.
- 24. On 5 September 2024 the Sole Arbitrator lifted the suspension on the time limit for the Appellant to file his Appeal Brief.
- 25. On 8 September 2024 the Appellant filed their Appeal Brief in accordance with Article R51 of the Code.
- 26. On 10 October 2024 the Sole Arbitrator deemed himself sufficiently well informed to decide the case based solely on the Parties' written submissions, without the need to hold a hearing.
- 27. On 6 November 2024 the Parties were provided with the Order of Procedure by CAS. On the same date, the Appellant signed the Order of Procedure. The Respondent did not return a signed copy of the Order of Procedure within the prescribed time limit.
- 28. On 16 November 2024 the Respondent sent two emails to CAS stating that the Appellant had asked for a pardon and this had been accepted by the Appellant.
- 29. On 17 November 2024 CAS wrote to the Parties acknowledging receipt of the two emails from the Respondent. The letter confirmed the understanding of CAS that the Appellant had filed an application for a pardon ("*requête de grâce*") and that request had been accepted by the Respondent. The letter asked for confirmation by 25 November 2024 as to whether, in the circumstances, the Appellant maintained their Appeal or whether the present procedure should be suspended.
- 30. On 28 November 2024 the Appellant wrote a letter to CAS confirming that the Appellant had not received an official letter from the Respondent expressly stating that it had annulled the Appealed Decision or had set aside the sanction imposed on the Appellant. The Appellant confirmed in the letter that, should such an official document be received

by the Respondent, it would be willing to withdraw the appeal before CAS. However, in the absence of such a document, the Appellant would maintain his Appeal.

- 31. On the 29 November 2024 CAS wrote a letter to the Parties inviting the Respondent to confirm that the Appellant is *"fully eligible to resume his professional activities and participate in any upcoming matches without restriction"*.
- 32. On 11 December 2024 CAS sent a follow up letter to the Parties on behalf of the Sole Arbitrator in which the Respondent was again invited to confirm, on this occasion by 16 December 2024, that the sanctions against the Appellant had been lifted; that the Appellant is fully eligible to resume his professional activities; and participate in any upcoming matches without restriction. The Respondent failed to respond to this letter.
- 33. On 17 December 2024 CAS wrote to the Parties confirming that the Respondent did not confirm that the sanctions against the Appellant had been lifted and accordingly the Sole Arbitrator would render an Award. The CAS Court Office further confirmed that the evidentiary proceedings were closed.

#### IV. SUBMISSIONS OF THE PARTIES

#### A. Appelant

- 34. In his Appeal Brief, the Appellant requested the following relief:
  - "1. Annule[sic] the Appealed Decision with Immediate effect;
  - 2. Order the Respondent to bear the legal costs and attorney fees relevant to the current procedures equivalent to CHF 10,000." (emphasis in original)
- 35. The Appellant's submissions, in essence, may be summarised as follows:
  - The Respondent's Executive Committee is not competent to issue the Appealed Decision. The competencies defined for the Executive Committee in Article 40 of the Respondent's statutes do not include its capacity to issue such decisions.
  - Only the Respondent's Disciplinary Committee is competent to rule in the matter as per Articles 45 and 46 of the Respondent's statutes. The Disciplinary Committee has exclusive jurisdiction over issues e.g. "matches suspension". Therefore, the Respondent has breached its own statutes, and this undermines the integrity of the decision-making process within the organisation. This is supported by CAS 2022/A/2586 where the Panel concluded that "<u>a decision with such important</u> <u>consequences for the parties</u> involved in the proceedings must be taken by the authorized and competent judicial body [...]" (emphasis added by the Appellant).
  - The Appealed Decision should be annulled as it had been issued by an incompetent body (See CAS 2021/A/8371).

- The Player did not commit any violation. The Appealed Decision imposed a disciplinary sanction on the Player suspending him from participating in any official matches within the FMF for a period of two years. Such a harsh sanction should be reserved for serious violations. However, the Player did not commit any violation and has never been subject to disciplinary proceedings.
- The only justification for the suspension provided by the FMF Director of Competition in his email on 16 February 2024 is that the Player shall be suspended until the two clubs (Fosa and Fanalamanga) reach an amicable solution regarding the Player's situation.
- The Player was illegally suspended and this prevented him from exercising his fundamental right to join official matches until the two clubs completed the administrative process for the transfer even though the Player's recognition within Fosa had been confirmed in January 2024 by the Respondent.
- The Respondent violated the Player's right to be heard. The Player was not invited to a hearing before any decision was made. The violations the Player was accused of were not clarified so that the Player could have an opportunity to defend himself and submit any important evidence. This would have ensured transparency and fairness in accordance with principles of natural justice and due process in disciplinary proceedings. The *"right to be heard is a fundamental right"* (See CAS 2012/A/2740).
- The Player did not have an opportunity for procedural fairness. The Respondent (a) did not invite the Player to investigate the matter before imposing the sanction to preserve his right to be heard; and (b) did not formally notify the Player with the Appealed Decision and explain the rationale for the decision.
- The Appealed Decision did not include any legal reasoning so that the party receiving the decision is able to clarify the legal basis and provisions under which the decision has been issued preventing the risk of arbitrary decisions (see CAS 2020/A/6920). The lack of transparency and due process raises serious concerns about the fairness of the decision-making process.
- The Respondent failed to comply with the document production order. The Appellant and CAS requested the Respondent to provide its case file documents but this request was unanswered. The Respondent was given several deadlines and opportunities to submit the documents but never replied to any of the requests without reasonable excuse. This raises suspicions about the validity and legality of the sanction imposed. It also suggests the Respondent is hiding the arbitrary nature of the sanction (See CAS 2015/A/3883.) In these circumstances, an "arbitral tribunal may infer that such documents would be adverse to the interests of the said party [...]".
- As a result of the above, the burden of proof falls on the Respondent to provide sufficient evidence to support the validity of the Appealed decision and demonstrate procedural fairness.

#### B. Respondent

36. The Respondent failed to provide an Answer in response to the Appellant's Appeal Brief and has made no formal submissions in this matter despite several requests from CAS, all of which were duly delivered to the Respondent's official mailing address, by email and by courier.

#### V. JURISDICTION

37. 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 CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body."

- 38. In accordance with Article 186 of the Swiss Private International Law Act ("PILA"), CAS has power to decide upon its own jurisdiction.
- 39. In the absence of a specific arbitration agreement, in order for CAS to have jurisdiction to hear an appeal, the statutes or regulations of the sports-related body from whose decision the appeal is being made must expressly recognise CAS as an arbitral body of appeal.
- 40. The Appellant relies on Article 48 of the FMF Statutes, which provide as follows:

"In accordance with Articles 59 and 60 of the FIFA statutes, any appeal against a final and binding decision shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland."

- 41. The Respondent has not disputed the jurisdiction of CAS to date.
- 42. The Sole Arbitrator also notes that according to the Appealed Decision "[t]he decision of the Executive Committee is not subject to appeal". However, Article 48 of the FMF Statutes provides for the possibility to file an appeal with CAS against "a final and binding decision".
- 43. Based on the submissions filed to date and considering that the Respondent did not expressly object to CAS jurisdiction, the Sole Arbitrator finds that CAS has jurisdiction to hear and adjudicate the dispute in the present proceedings.

#### VI. ADMISSIBILITY

44. 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel is late. The considering any submission made by the other parties."

- 45. Under Article 57 of the FIFA Statutes, decisions adopted by FIFA legal bodies, and those affiliated to FIFA such as the Respondent, can be appealed within 21 days from their notification.
- 46. The Appealed Decision was made on 9 April and notified to the Appellant on 10 April 2024, albeit without the grounds. The Appellant lodged his Appeal on 30 April 2024 within the 21-day time limit. The Statement of Appeal further complied with the requirements of Article R48 of the Code.
- 47. It follows that the Appeal is admissible.

#### VII. APPLICABLE LAW

48. Article R58 of the Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."

49. Accordingly, the present dispute must be decided applying the FMF rules and regulations, in particular the FMF Statutes, with Malagasy law applying additionally to fill any lacuna in the FMF regulations.

#### VIII. MERITS

- 50. The Appellant preliminarily argues that the Appealed Decision should be set aside, and to uphold his appeal.
- 51. Accordingly, the Sole Arbitrator will consider whether the Appealed Decision should be set aside or upheld. As part of this determination, the Sole Arbitrator has considered: (1)

Whether the Respondent's Executive Committee was competent to issue the Appealed Decision; (2) Whether the Player committed any violation; (3) Whether the Respondent violated the Appellant's right to be heard; and (4) whether the Appealed Decision was unfair in not providing legal reasoning for its decision, including its failure to comply with the document production order granted by the Sole Arbitrator.

#### A. The applicable burden and standard of proof

- 52. The Sole Arbitrator observes that the Respondent argues that the Appellant must prove that the Appealed Decision should be set aside.
- 53. The Sole Arbitrator thus needs to ascertain whether such burden has been met based on the applicable standard of proof.
- 54. According to CAS jurisprudence, "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 approve the facts on which it relies with respect to that issue." (See CAS 2009/A/1909).
- 55. As a result of the above, the Sole Arbitrator observes that the burden rests with the Appellant to prove the facts that support their submissions that the Appealed Decision should be set aside.

# **B.** The competence of the Respondent's Executive Committee to issue the Appealed decision

- 56. The Appellant submits that the Respondent's Executive Committee was not competent to issue the Appealed Decision. No submissions were provided by the Respondent to challenge those submissions.
- 57. Article 40 of the FMF Statutes defines the Executive Committee competencies as follows:

"a. to manage the FMF;

*b.* to represent and engage the FMF vis-à-vis third parties;

- c. to hire the Secretary General and other administrative executives [...];
- *d.* to hire the coaches of representative national teams [...];
- e. to exercise high supervision in all areas of activity of the FMF

f. to prepare and convene ordinary and extraordinary general meetings;

g. to prepare the budget and accounts;

*h. to draw up the activity report;* 

*i. to appoint and, where appropriate, dismiss members of advisory committees and their chairmen;* 

*j. to prepare the regulations to be adopted [...];* 

*k.* to prepare amendments to the provisions of the Articles of Association to be adopted or amended by the General Meeting;

*l. to incur expenditure not provided for in the budget, [...];* 

*m. to create, organise and cancel official competitions at national level;* 

n. to maintain relations with international and national sporting bodies, [...]

o. to propose to the General Meeting any person likely to be awarded the title of President or Honorary Member of the FMF;

*p. to inform FMF members and the public;* 

- q. to approve the statutes and regulations of the leagues, and any amendments thereto.
- 2. The Executive Committee also exercises powers not expressly assigned to another body.
- 3. It may, under its own responsibility, delegate tasks falling within its remit and have recourse to advisers or award mandates to third parties."
- 58. By contrast, Articles 45 and 46 of the Respondent's Statutes provide that the Disciplinary Committee is competent to rule on "[...] any internal violations of the rules of FIFA, CAF, COSAFA and FMF (for example: Statutes, Disciplinary Code, Laws of the Game, other regulations)".
- 59. The disciplinary measures which can be imposed by the FMF jurisdictional bodies, including the Disciplinary Committee, include match suspensions.
- 60. As a result of the above, the Sole Arbitrator finds that the Respondent's Executive Committee was not competent to issue the Appealed Decision to suspend the Player and any decision of this kind should have been issued by the Respondent's Disciplinary Committee.

#### C. Did the Player commit a violation

- 61. The Appellant submits that he did not commit any violation that resulted in him being suspended for two years. The Appellant refers to the fact that the suspension imposed by the Respondent, in an email from the Director of Competition on 16 February 2024, stated that *"the Player shall be suspended until the two clubs (Fosa and Fanalamanga) reach an amicable solution regarding the players situation."* This statement implied that there may have been some form of violation resulting from the transfer of the Player from Fanalamanga to Fosa. The Respondent did not provide any submissions seeking to explain what violation, if any, the Appellant had committed that would justify the suspension. In addition, the Respondent failed to comply with the disclosure order made by the Sole Arbitrator to provide documents to explain the rationale for the suspension.
- 62. As a result of the above, the Sole Arbitrator finds that there is no evidence that the Player committed any violation in relation to his transfer to Fosa and finds that his registration as a player with Fosa was valid.

#### D. The Appellant's right to be heard

63. The Appellant submits that their fundamental procedural rights during the imposition of any sanction should have been guaranteed as a matter of procedural fairness. The Appellant submits that the Respondent should have invited him to a hearing at which the Player was given an opportunity to clarify any violations that he was accused of which would allow him to provide a defence. Instead, the Appellant submits that the Respondent

issued a harsh sanction, suspending him from participating in official football matches for two years without respecting his right to be heard.

64. The Respondent failed to provide any submissions in response to the Appellant's submissions. As a result, of the above facts, the Sole Arbitrator finds that the Respondent did not respect the Appellant's right to be heard and he was subject to a process that was procedurally unfair.

#### E. The Appealed decision contained no reasoning

- 65. The Appellant submits that is well established in CAS jurisprudence that a decision including a disciplinary sanction should contain sufficient legal reasoning to ensure the legality and credibility of a decision that could be arbitrary and to ensure the Appellant can understand why a judicial body made the relevant decision (See CAS 2020/A/6920). The Respondent provided no submission to explain its failure to provide the Appellant with the reasons for the decision and failed to respond to the disclosure order made by the Sole Arbitrator to provide documents that would explain the reasoning for the decision.
- 66. The Sole Arbitrator notes that the Appealed Decision was issued without grounds. Although it mentions various regulations at national and international level, it does not refer to a specific provision, so the reason for the Appellant's suspension is unknown. There is no clear explanation in the email from the FMF Director of Competition on 16 February 2024 either, although it can be inferred that the suspension of the Appellant is related to his contractual situation. The FMF did not reply to Fosa when the latter requested the legal basis for the Player's suspension.
- 67. As a result of the above circumstances, the Sole Arbitrator finds that the failure of the Respondent to provide the reasoning for its decision was unfair and this undermines the validity of the sanctions imposed on the Appellant.

#### F. The Respondent's failure to comply with the document production order

- 68. The Appellant submits that the failure of the Respondent to comply with the document production order granted by the Sole Arbitrator raises concerns about the validity and legality of the suspension sanction imposed. The Appellant argues that such a failure to comply with the order, without reasonable excuse, suggests that the Respondent has something to hide (see CAS 2004/A/645). In addition, the Appellant asserts that an inference can be drawn, from the Respondent's failure to comply with the production order without reasonable excuse, that such documents would be adverse to the interests of the Respondent (see CAS 2015/A/3883).
- 69. The Sole Arbitrator finds that the failure of the Respondent to comply with the document production order and more generally the failure of the Respondent to meaningfully engage with the proceedings before CAS gives rise to an adverse inference concerning the legitimacy of the suspension imposed on the Appellant. As a result, the FMF's failure

to provide any evidence to justify the validity of the Appealed Decision means the FMF subjected the Appellant to a process that was procedurally unfair.

#### IX. CONCLUSION

- 70. In conclusion, the Sole Arbitrator finds that the Appellant has discharged his burden to prove that the Appealed Decision was unfair. Therefore, the Appellant has demonstrated that he is fully eligible to resume his professional activities and participate in any upcoming matches without restriction.
- 71. As a result of the above, based on the evidence presented by the Parties, the Sole Arbitrator has concluded that: (a) the Appellant's Appeal should be upheld in its entirety and; (b) the Appealed Decision must be annulled with immediate effect.
- 72. All further or different motions or requests submitted by the Parties are rejected.

#### X. Costs

(...).

# **ON THESE GROUNDS**

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

- 1. The appeal filed by Mr Andrianirina Rajomazandri on 30 April 2024 is upheld.
- 2. The decision rendered by the Executive Committee of the Malagasy Football Federation on 9 April 2024 is annulled.
- 3. (...).
- 4. (...).
- 5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland Date: 31 March 2025

## THE COURT OF ARBITRATION FOR SPORT

Kwadjo Adjepong Sole Arbitrator