CAS 2025/A/11596 Alqadisiyah Club v. Fédération libyenne de football (LFF) & Al Shat Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Olivier Carrard, Attorney-at-law in Geneva, Switzerland

in the arbitration between

Alqadisiyah Club, Libya

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

Appellant

and

Libyan Football Federation, Libya

First Respondent

&

Al Shat Club, Libya

Second Respondent

and

Al Shomoa Sport Club, Libya

Represented by Mr Khaled Bougharara, Canada

Intervening Party

I. PARTIES

1. Alqadisiyah Club ("Alqadisiyah" or the "Appellant") is a football club based in Tripoli, Libya. The club is affiliated with the Libyan Football Federation and operates under the Tripoli sub-federation.

2. The Libyan Football Federation ("LFF" or the "First Respondent") is the governing body of football in Libya. It is headquartered in Tripoli and is a member of Fédération Internationale de Football Association (FIFA).

3. Al Shat Club ("Al Shat" or the "Second Respondent") is a football club based in Tripoli, Libya. The club is affiliated with the LFF and operates under the Tripoli sub-federation.

4. Al Shomoa Sport Club ("Al Shomoa" or the "Intervening Party") is a football club based in Misrata, Libya. The club is affiliated with the LFF and operates under the Misrata sub-federation.

5. The First Respondent and the Second Respondent are hereinafter jointly referred to as the "Respondents".

6. The Appellant and the Respondents are hereinafter jointly referred to as the "Parties".

II. OVERVIEW AND FACTUAL BACKGROUND

7. The following section sets out a summary of the relevant facts and allegations as established on the basis of the Parties' and the Intervening Party's written submissions, pleadings, and the evidence presented in the course of these proceedings. Additional facts and allegations contained in the record may be referred to, where appropriate, in the context of the legal analysis that follows. The Sole Arbitrator has duly considered all facts, allegations, legal arguments, and evidence submitted by the Parties and the Intervening Party. However, this Award refers only to those matters deemed necessary to explain the reasoning behind the decision.

8. The dispute before the Sole Arbitrator arose from Decision No. 79/2025 issued by the LFF, which found that the participation of player Emhemed Amer Amhamed Oulad Youssef (the "Player") from the Appellant's team in the match against the Second Respondent team was irregular, allegedly in breach of Article 19(3) of the LFF Regulations on the Status and Transfer of Players (the "LFF RSTP") incorporating the principle set out in Article 5(4) of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP"). The Sole Arbitrator is seized of the appeal filed by the Appellant against this decision.

9. In addition, Al Shomoa, participating in these proceedings as the Intervening Party, has argued that a reversal of the contested decision would directly affect its interests.

A. Regulatory Framework on Player Registration

10. The LFF has incorporated into its local regulations, specifically in Article 19(3) of the LFF RSTP, the rule derived from Article 5(4) of the FIFA RSTP.

11. Article 19(3) provides that "[a] *player is allowed to be registered with a maximum of three clubs during a sports season across three different national associations. During the season, the player can only participate in official matches with two clubs from the same federation*" (English translation provided by the Appellant and uncontested by the Respondents or the Intervening Party).

12. This provision reflects the principle set forth in Article 5(4) of the FIFA RSTP, which states that "*a player may be registered with a maximum of three clubs during one season. During this period, the player is eligible to play official matches only for two clubs*".

13. Pursuant to Article 1(3)(a) of the FIFA RSTP, Article 5(4) is "*binding at national level and must be included without modification in the association's regulations*".

B. Player's Registration and Club Participation

14. During the 2024/2025 football season, the Player was registered with three different clubs:

- Stade Libyen until 10 January 2025
- Al-Jamarek until 31 May 2025
- Alqadisiyah as of 3 June 2025.

15. According to the LFF Competitions Organisation Committee, the Player did not participate in any official matches for Stade Libyen during the 2024/2025 season, whether as a starting player or as a substitute.

16. On 25 June 2025, Alqadisiyah played against Al Shat in the League 1 Group 13 championship, with the Player listed as a substitute.

17. Alqadisiyah won the match 2-0, leading the League 1 Group 13 standings with one match remaining.

18. At that time, the ranking of League 1 Group 13 was as follows:

1. Alqadisiyah 33 points
2. Al Shomoa 32 points
3. Al Shat 21 points
4. […]

19. The club finishing in first place in the standings qualifies for the play-offs and retains the possibility to be promoted to the Libyan Premier League, i.e. the top professional football division in the Libyan football league system.

C. Proceedings before the LFF Competitions Organisation Committee and the LFF Appeals Commission

20. Following that game, Al Shat submitted a protest to the LFF Competitions Organisation Committee, challenging the Player's eligibility. The protest alleged that the Player's participation was irregular due to having been registered with three different clubs during the same season.

21. The LFF Competitions Organisation Committee considered the protest but upheld the match result, dismissing the challenge.

22. On an unspecified date, Al Shat filed an appeal to the LFF Appeals Commission against the decision rendered by the LFF Competitions Organisation Committee.

23. On 9 July 2025, the LFF Appeals Commission upheld the appeal lodged by Al Shat and rendered a decision concluding that Alqadisiyah had fielded the Player, who had been registered with three different clubs during the same season (the "Appealed Decision").

24. Consequently, the LFF Appeals Commission annulled the result of the match against Al Shat, awarded a 2-0 victory to Al Shat and imposed a fine of 5'000 Libyan dinars to Alqadisiyah.

25. Following the Appealed Decision, Alqadisiyah dropped to the second place of the ranking while Al Shomoa moved up to first place in the standings:

1.	Al Shomoa	32 points
2.	Alqadisiyah	30 points
3.	Al Shat	24 points
4.	[…]	

26. On 14 July 2025, the LFF Appeals Commission issued the reasons of its decision, in which it held that the Player "*was registered with three clubs in the same Tripoli sub-federation, in breach of Article 19(3) of the Regulations on the Status and Transfer of Players*", *namely "the Stade Libyen team, under card number 2002668 and jersey number 30, although he did not play as a substitute or play an actual role; he played with Al-Jamarek, under jersey number 20, and played an actual role; he played with the Al-Qadisiyah team, wearing jersey number 17*".

27. It concluded as follows:

"*This constitutes a violation of article 19, paragraph 3, of the Regulations on the Status and Transfers of Players, which stipulates that a player may register with a maximum of three clubs during the same sporting season, in different national federations. During this*

period, the player is only authorised to play official matches with two clubs from the same federation. Consequently, his registration is unlawful, given that Article 19(3) of the Regulations on the Status of Players authorises registration with only three clubs from different national federations, whereas the player's registration is with only one national federation, the Tripoli Sub-Federation. It is therefore clear that his registration is in breach. Furthermore, article 19, paragraph 1, of the Regulations on the Status of Players stipulates that an amateur or professional player must be registered with the federation in order to take part in official competitions. Clearly, any registered player is eligible. This clearly indicates that the player's registration was in breach, as he was registered and entitled to play for all three teams, whether he participated or not. […]

Given that the Libyan Football Association's sanctions regulations do not provide for any sanctions to be imposed on a club, and in accordance with article 114 of the General Provisions of the Sanctions Regulations, which stipulates: 'The regulations, decisions and circulars of the Confederation of African Football and [FIFA] shall apply to matters not covered by these regulations', we therefore consulted the FIFA Disciplinary Regulations, chapter two, article 19, paragraph 2, which stipulates that if a player participating in a match is declared ineligible after a challenge, the team to which he belongs will be sanctioned with a forfeit and a fine of 6,000 francs. Consequently, the Committee decided to apply the sanctions in accordance with the sanctions applicable in similar cases under the Libyan Football Federation's Sanctions Regulations, by analogy and in appreciation thereof. It decided that the fine would be 5,000 Libyan dinars and that the Al-Qadisiyah team would lose the match (2-0)."

D. Season conclusion and subsequent developments

28. After the last game of the season, the final standings in Group 13 were as follows:

1.	Al Shomoa	35 points
2.	Alqadisiyah	33 points
3.	Al Shat	28 points
4.	[…]	

29. Therefore, Alqadisiyah dropped to the second place due to the match annulment while Al Shomoa qualified for the promotion play-offs held in July/August 2025, which they finished level on points with another club promoted on goal difference.

30. Notably, Al Shomoa was not involved or mentioned in the appeal or in the Appealed Decision.

31. On 2 September 2025, the LFF sent a letter to Alqadisiyah stating:

"*While we offer you our warmest greetings, we refer to the meeting of the board of directors of the Libyan Football Federation, where it was decided to grant ALQADISIYAH Club the right to participate in the Libyan Premier League for the 2025/2026 season in the event that the Court of Arbitration for Sport (CAS) issues a*

decision in favour of the club concerning your appeal."

32. Therefore, if Alqadisiyah's pending appeal before the CAS were successful, the club would be granted the right to participate directly in the Libyan Premier League for the 2025/2026 season, circumventing the already completed play-offs.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 16 July 2025, the Appellant filed a Statement of Appeal with CAS against the Respondents with respect to the Appealed Decision pursuant to Article R48 of the Code of Sports-related Arbitration (2025 edition) (the "Code"). In its Statement of Appeal, the Appellant requested that the procedure be conducted bilingually in French and English and in an expedited manner.

34. On 17 July 2025, the Appellant filed its Appeal Brief.

35. On the same day, the CAS Court Office initiated an appeal arbitration procedure under the reference *TAS 2025/A/11596 Alqadisiyah Club c. Fédération libyenne de football (LFF) & Al Shat Club* and *inter alia* invited the Respondents to comment on the Appellant's request for an expedited procedure, the appointment of a sole arbitrator and a bilingual procedure.

36. On 19 July 2025, the First Respondent's then counsel objected to the request for an expedited procedure, accepted that the arbitration be conducted by a sole arbitrator and requested that English be the sole language of the arbitration.

37. On the same day, the Second Respondent also objected to a bilingual procedure, requesting that English be the sole language of the arbitration. It agreed to an expedited procedure and to the appointment of a sole arbitrator.

38. On 21 July 2025, the First Respondent informed the CAS Court Office that it was no longer represented by its former Counsel and that it agreed with an expedited procedure.

39. On the same day, the CAS Court Office, on behalf of the President of the CAS Appeals Arbitration Division (the "Division President"), proposed an expedited calendar to the parties. However, following the Second Respondent's disagreement with the proposed expedited calendar, no expedited procedure was implemented.

40. Also on the same day, an Order of language was issued by the Division President, according to which English was the sole language of the arbitration procedure and the Appellant was to file an English translation of its Statement of Appeal and its Appeal Brief.

41. On 22 July 2025, the Appellant filed an English version of the Statement of Appeal and Appeal brief.

42. On the same day, the Second Respondent requested that the time limit to file its Answer be fixed after the payment by the Appellant of its share of the advance of costs and the

CAS Court Office confirmed that the time limit for the Second Respondent to file its Answer was set aside and that a new time limit would be fixed upon the Appellant's payment of its share of the advance of costs.

43. Also on 22 July 2025, the Appellant filed a request for provisional measures.

44. On 23 July 2025, the CAS Court Office invited the Respondents to comment on the request for provisional measures by 24 July 2025.

45. On 24 July 2025, both Respondents submitted a power of attorney for their respective legal counsel. The Second Respondent further filed its answer to the Appellant's request for provisional measures.

46. On 25 July 2025, the Division President issued the operative part of an Order on request for provisional measures, dismissing the request and, as per CAS practice, leaving the determination of the related costs to be decided in the final award.

47. On 25 July 2025, the Appellant requested the CAS Court Office to impose a procedural timetable allowing the matter to be resolved before the start of the play-offs.

48. On 28 July 2025, the CAS Court Office informed the parties that, following the Second Respondent's withdrawal of its consent to an expedited procedure, no expedited procedure would be implemented.

49. On 12 August 2025, CAS Court Office informed the parties that the Appellant had paid the entire advance of costs and accordingly granted the Second Respondent a 20-day time limit to file its Answer. It further noted that the First Respondent's time limit to file its Answer had expired on 10 August 2025 and, as of 12 August, no answer had been received.

50. On 14 August 2025, the First Respondent requested a 10-day extension of its time limit to file an Answer, on the grounds that 10 August fell on a Saturday and that the next business day was Tuesday, 14 August, as Monday, 13 August, was a public holiday in Tunisia. It therefore claimed that it had been difficult to finalise its submission in time.

51. On 18 August 2025, the Second Respondent requested an extension of its time limit to file its Answer until 11 September 2025.

52. On the same day, the CAS Court Office informed the parties that, on behalf of the CAS Director General, and pursuant to Article R32(2) of the Code, the Second Respondent's request for an extension was granted. The Appellant and the Second Respondent were furthermore invited to comment on the First Respondent's request for extension.

53. On 21 August 2025, the Second Respondent consented to the request submitted by the First Respondent.

54. On 25 August 2025, the CAS Court Office informed the parties that the Appellant had not expressly consented to the First Respondent's request and that, consequently, the decision on the matter would be referred to the Division President or her Deputy.

55. On 27 August 2025, the CAS Court Office informed the parties of the appointment of Mr Olivier Carrard as Sole Arbitrator and enclosed the Arbitrator's Acceptance and Statement of Independence. In his Statement of Independence, the Sole Arbitrator disclosed having previously handled two cases in 2020 and 2023, now closed, in which counsel for the Appellant had represented parties.

56. On 1 September 2025, the CAS Court Office informed the parties that the Division President had decided not to grant the additional ten-day deadline requested by the First Respondent to file its Answer on the grounds that, pursuant to Article R32(2) of the Code, time limits may only be extended "*provided that the initial time limit has not already expired*".

57. On 2 September 2025, the First Respondent challenged the appointment of Mr Olivier Carrard on the ground that his prior involvement as sole arbitrator in a 2017 case with the same counsel demonstrated material continuity that should have been disclosed.

58. On 3 September 2025, the CAS Court Office informed the other parties of this challenge and set a deadline of 10 September 2025 for them to state their positions in this regard.

59. On the same day, the Second Respondent also challenged Mr Carrard's appointment, relying on similar arguments as the First Respondent and further contending that appointing a Swiss sole arbitrator was inappropriate for a purely Libyan dispute, favouring the selection of an arbitrator knowledgeable in Libyan law and regulations. The CAS Court Office subsequently invited the Parties to comment on such challenge within the same time limit.

60. On 4 and 5 September 2025, the Respondents respectively notified the CAS Court Office of the revocation of their counsel's power of representation.

61. On 9 September 2025, Al Shomoa filed a request for intervention, arguing that the arbitration's outcome would directly affect it as it impacts the standings in Group D of the play-offs, determining qualification for the Libyan Premier League 2025/2026 season.

62. On the same day, the Appellant opposed Al Shomoa's intervention, arguing that Al Shomoa lacked a legitimate interest in the proceedings. The Appellant further noted that the LFF had taken preventive measures in the event of an Appellant's success, including direct admission to the first division for the 2025/2026 season.

63. On 11 September 2025, the Second Respondent likewise expressed opposition to Al Shomoa's intervention request and indicated its agreement to expedited proceedings.

64. On 12 September 2025, the Sole Arbitrator responded to the challenges, emphasizing that he had never been appointed in any proceedings by the two counsels, but only by the Division President. He also noted that he had never worked with these counsels in any other capacity. The information included in his declaration of independence, although not essential, was provided solely in the interest of transparency. He concluded by reiterating his full independence.

65. On 13 September 2025, the First Respondent advised the CAS Court Office of its opposition to Al Shomoa's intervention, also citing lack of a legitimate interest, and expressed acceptance of any timetable proposed by the CAS Court Office or the other parties.

66. On 15 September 2025, the CAS Court Office informed the parties that their respective positions on Al Shomoa's intervention would be submitted to the Division President.

67. On the same day, the First Respondent withdrew petition for challenge.

68. On 16 September 2025, the Second Respondent also withdrew its challenge to the Sole Arbitrator.

69. On 17 September 2025, the CAS Court Office informed the parties that the Panel had been constituted with Mr Carrard as Sole Arbitrator. It further noted that neither Respondent had filed an Answer within the deadline.

70. On 30 September 2025, in view of the Parties' availabilities, the CAS Court Office informed the Parties that the hearing was scheduled for 8 October 2025.

71. On 2 October 2025, the Sole Arbitrator denied Al Shomoa's request for intervention on the grounds that the club had been able to participate in the play-offs and had lost on sporting merits, thus having no basis or entitlement to participate in the present CAS proceeding.

72. On 5 October 2025, Al Shomoa filed a request for reconsideration of the Sole Arbitrator's decision, bringing forward a new element: the existence of a separate CAS arbitration procedure (CAS 2025/A/11783) in which Al Shomoa claimed illegal registration of a player in a play-off match. Should Al Shomoa succeed in that proceeding, it would gain promotion to the first division.

73. On 6 October 2025, the Sole Arbitrator requested the submission of Article 19 of the LFF RSTP, together with an English translation.

74. On the same day, the Appellant submitted the requested document.

75. On 8 October 2025, the hearing took place. It was brief and focused solely on Al Shomoa's standing as an Intervening Party.

76. The following persons attended the hearing:

For the Appellant:	Mr. Ali Abbes, counsel
For the First Respondent:	Not represented
For the Second Respondent:	Not represented

77. Following that hearing, the Sole Arbitrator granted Al Shomoa's request to intervene in the present proceedings and notified the Parties and the Intervening Party that a new

hearing had been scheduled for 14 October 2025. The Intervening Party was further invited to submit a written submission by 10 October 2025.

78. On 10 October 2025, Al Shomoa filed a written submission, challenging the admissibility of the appeal (including the Appellant's failure to designate Al Shomoa as a Respondent) and formally noting its difficulties to access the case file on the e-filing platform.

79. On 9 October 2025, the CAS Court Office issued the Order of Procedure to the Parties and the Intervening Party.

80. Later on 10 October 2025, the CAS Court Office restored the Intervening Party's access by providing new credentials and a working link to download the complete case file.

81. On 11 October 2025, the Intervening Party filed its written submission on the merits, along with procedural objections.

82. On 14 October 2025, the Intervening Party notified the CAS Court Office of the appointment of its counsel to participate in the hearing and submitted the countersigned Order or Procedure.

83. On the same day, at 5 a.m. CET, the Intervening Party's counsel requested postponement of the hearing. The Sole Arbitrator observed that this request was made only 4.5 hours before the scheduled start of the hearing, while the Intervening Party had been expressly given the opportunity to object to the hearing date on 8 October 2025 and to submit a list of attendees by 10 October 2025. Nonetheless, to accommodate the Intervening Party's request as much as possible and with the Appellant's agreement, the hearing was postponed until 11 a.m. CET.

84. Also on 14 October 2025, the Appellant submitted the countersigned Order of Procedure.

85. The Respondents did not submit the countersigned Order of Procedure and neither of the Respondents' representatives attended the hearing.

86. The hearing commenced on 14 October 2025 at 11 a.m. CET and was attended by the following persons:

For the Appellant:	Mr Ali Abbes, counsel
For the First Respondent:	Not represented
For the Second Respondent:	Not represented
For the Intervening Party:	Mr Khaled Bougharara, counsel

87. The Appellant and Intervening Party were given a full opportunity to present their cases, submit their arguments and answer questions posed by the Sole Arbitrator. After their closing submissions and before the end of the hearing, the Appellant and the Intervening Party confirmed that their right to be heard had been respected. There were no objections raised as to the manner in which the Sole Arbitrator conducted the hearing, and no procedural objections were made.

88. On 15 October 2025, the Intervening Party challenged the reliance on the LFF letter dated 2 September 2025, arguing that it does not guarantee their rights or promotion, pointed out procedural errors in the appeal for failing to name Al-Shomoa as a Respondent, and requested the dismissal of the appeal and exclusion of the letter as inadmissible evidence.

IV. SUBMISSIONS OF THE PARTIES

89. The Parties and the Intervening Party's arguments, developed both in their respective written submissions and at the hearing, are summarized below. However, this section of the award does not contain an exhaustive list of the Parties' and Intervening Party's contentions, its aim being to provide a summary of the substance of the Parties and Intervening Party's main arguments. In considering and deciding upon the claims of the Parties and the Intervening Party in this award, the Sole Arbitrator has duly accounted and carefully considered all submissions and evidence presented by them, including any allegations and arguments not expressly referred to in this section of the Award or in the subsequent discussion of the claims.

A. The Appellant

90. In its Appeal Brief, the Appellant requested the following relief:

> "*1. The appeal is admissible;*
>
> *2. The appeal is upheld on the merits;*
>
> *3. Setting aside the decision No. 79 dated 7 July 2025 of the LFF Appeals Committee and ruling that:*
>
> *(a.) The player EMHEMED AMER AMHAMED OULAD YOUSSEF is eligible to play for ALQADISIYAH Club;*
>
> *(b) The result of the match AL-SHAT vs ALQADISIYAH, played on 25 June 2025, is confirmed as a 2–0 victory for ALQADISIYAH;*
>
> *(c) The league standings are to be amended to restore 3 points to ALQADISIYAH Club.*
>
> *4. Ordering the Respondents to bear all costs and expenses incurred in connection with this appeal;*
>
> *5. Ordering the Respondents to pay a contribution towards the Appellant's legal fees, in an amount to be determined by the Panel.*"

91. In support of its claims, the Appellant submits two grounds: (1) the violation of due process and; (2) the non-compliance with article 5(4) of the FIFA RSTP.

92. The Appellant's submissions, in essence, may be summarized as follows:

a. Violation of due process

93. The Appellant asserts that the proceedings before the LFF were significantly flawed due to violations of due process. Specifically, the Appellant was not notified of the protest submitted by the Second Respondent and was not called as a party when the appeal was filed, resulting in a key procedural irregularity that, according to the Appellant, justifies the annulment of the Appealed Decision.

94. Furthermore, the LFF Appeals Commission failed to provide the Appellant with the right to be heard regarding the matter, even though this carried substantial sporting implications. Based on these irregularities, the Appellant contends that the initial complaint and associated appeal proceedings were deficient and that the Appealed Decision should be annulled on these grounds alone.

b. Non-compliance with Article 5(4) of the FIFA RSTP

95. The Appellant argues that, pursuant to Article 5(4) of the FIFA RSTP, a player may play official matches with no more than two clubs during a sporting season. Article 1(3) of the FIFA RSTP mandates the unaltered incorporation of certain provisions into national regulations.

96. Correspondingly, Article 19(3) of the LFF RSTP allows a player to be registered with up to three clubs but to participate in official matches for only two.

97. The Appellant submits that the LFF misinterpreted and mistranslated this rule but maintains that the Player was compliant regardless.

98. The Appellant clarifies the Player's status with three clubs during the 2024/2025 season: with Stade Libyen, the Player had a contract but was never officially registered nor issued a license for eligibility; with Al-Jamarek, the Player was officially registered and participated in matches until 31 May 2025; and with the Appellant, the Player was registered as an amateur from 2 June 2025.

99. On this basis, the Appellant asserts that the Player was registered with and played official matches for only two clubs – Al-Jamarek and the Appellant – thereby fulfilling both LFF and FIFA requirements for eligibility.

100. The Appellant also addresses a critical point: eligibility is determined not by the existence of a contract alone, but by official registration and the issuance of a license.

101. Since no license was issued by Stade Libyen and no official match participation occurred, neither the registration nor the match participation threshold was breached. Thus, the previous claim that the Player was registered with Stade Libyen during the relevant season is incorrect, as corroborated by the Player's status and licensing evidence on record.

102. Therefore, the Appellant submits that the Player's involvement for the Appellant was fully compliant with the applicable regulations, and that the LFF Appeals Commission's contrary findings in the Appealed Decision were based on factual inaccuracies about the Player's registration status.

B. The Respondents

103. Neither Respondent filed an Answer to the appeal within the prescribed time limit, nor was either Respondent present at the hearing. Consequently, the Appellant's claims stand uncontested by the Respondents.

C. The Intervening Party

104. In its written submission, the Intervening Party requested the following relief:

> "*1. To recognise Al-Shomoa SC as a lawful Intervening Party / Respondent under Article R41.3 CAS Code;*
>
> *2. To declare that the Appellant's failure to designate Al-Shomoa SC as Respondent constitutes a fatal defect of admissibility under Articles R48 and R49 CAS Code;*
>
> *3. To dismiss the appeal in limine litis as inadmissible for lack of standing to be sued (légitimation passive);*
>
> *4. Subsidiarily, should the Panel examine the merits, to dismiss the appeal as unfounded and to confirm in full Decision No. 79/2025 of the LFF Appeals Committee;*
>
> *5. To declare the document entitled "Annex 9" inadmissible under Articles R44.1 and R57 CAS Code;*
>
> *6. To affirm that Article 19 LFF RSTP is the controlling legal provision for domestic Libyan registrations and that the LFF applied it correctly in law and proportionate sanction;*
>
> *7. To reject entirely the Appellant's reliance on Article 5 FIFA RSTP, as it does not govern purely domestic registrations;*
>
> *8. To order the Appellant to bear all arbitration costs pursuant to Article R64.4 CAS Code; and*
>
> *9. To order the Appellant to pay Al-Shomoa SC a contribution to its legal and procedural expenses, pursuant to Article R64.5 CAS Code, in an amount to be determined by the Sole Arbitrator*"

105. In support of its claims, the Intervening Party submits two grounds: (1) Lack of standing to be sued and procedural irregularities and; (2) Domestic player registration rules and validity of sanctions.

106. The Intervening Party's submissions, in essence, may be summarized as follows:

a. Lack of standing to be sued and procedural irregularities

107. The Intervening Party challenges the admissibility of the appeal on the ground that it was not named as a Respondent within the strict time limits under Articles R48 and R49 of the Code.

108. As the club whose sporting rights (first place in Group 13 and play-off qualification) would be directly affected if the appeal succeeded, its omission deprives the Sole Arbitrator of jurisdiction *ratione personae* and renders the appeal inadmissible *ab initio*. Admission as an intervening party does not cure this jurisdictional defect, as intervention protects participation but cannot retroactively establish jurisdiction.

109. Procedurally, the Intervening Party faced initial impediments in accessing the case file due to a non-functional electronic link. Upon timely written objection invoking CAS procedural rules, this issue was remedied, and the Intervening Party promptly filed a complete answer and intervention, which must be deemed timely and admissible under Articles R31 and R32 of the Code to preserve due process.

b. Domestic player registration rules and validity of sanctions

110. The Intervening Party argues that during the 2024/2025 season, the Player was registered with three clubs under the Tripoli sub-federation, in violation of Article 19(3) of the LFF RSTP. According to the Intervening Party, official federation documents – the Player's license card, a letter from Stade Libyen dated 5 July 2025, and the official LFF player list of 9 December 2024 – clearly establish that the Player's first valid registration was with Stade Libyen.

111. The Player was then registered with Al-Jamarek, which was permitted as a second registration, and subsequently with Alqadisiyah, which constituted a third and therefore invalid registration, rendering him ineligible to play.

112. The Intervening Party also contends that the document submitted by the Appellant as "Annex 9" is inauthentic, created after the Appealed Decision, and issued by an unauthorized person. It concludes that the LFF Appeals Commission correctly relied on authentic and contemporaneous federation records, followed due process, and properly applied the LFF regulations in declaring the third registration null and imposing the mandatory sanction.

113. Furthermore, the Intervening Party contends that appeal misconstrues the applicable law, emphasizing that the Appealed Decision was rightly grounded in Article 19 of the LFF RSTP, which serves as a the national *lex specialis* regulating intra-sub-federation player registrations, rather than Article 5 of the FIFA RSTP, which primarily addresses international transfers.

114. Al-Shomoa argues that the Appellant incorrectly relies on Article 5 of the FIFA RSTP to challenge a purely national matter and fails to show any misapplication of Article 19 of

the LFF RSTP. Article 19 strictly limits player registrations to no more than two clubs within the same sub-federation per season; a third registration is automatically null and void and triggers automatic disciplinary consequences, regardless of any match participation or good faith claims.

115. The LFF's official registry and documents prove the Player's three registrations within Tripoli's sub-federation, justifying the nullity of the third registration and resulting sanctions. The argument stresses that Article 19 of the LFF RSTP is a *lex specialis* consistent with FIFA rules, permitting stricter national regulations to preserve competition integrity and that the Appellant's defences (such as lack of participation or administrative error) are legally irrelevant under this strict liability regime. Accordingly, the appeal is without merit, and the challenged decision should be upheld in full.

V. JURISDICTION

116. In accordance with Article 186 of the Swiss Private International Law Act ("PILA"), the CAS has power to decide upon its own jurisdiction.

117. Article R47 of the Code provides the following:

"*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*."

118. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an appeal or a request for provisional and conservatory measures, the statutes or regulations of the sports-related body from whose decision the appeal is being made must expressly recognise the CAS as an arbitral body of appeal.

119. The Appellant invokes Article 64(3) of the LFF Statutes, which grants CAS exclusive jurisdiction over appeals against decisions rendered by the LFF Appeals Commission:

"Decisions *rendered by the Appeals Committee may only be brought before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the provisions of these statutes.*"

120. CAS jurisdiction is uncontested by the Respondents and confirmed by the Intervening Party's signature of the Order of Procedure.

121. Thereby, CAS' jurisdiction to hear the present appeal is established.

VI. ADMISSIBILITY

122. Article R49 of the Code reads as follows:

> "*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against (...)*"

123. The Appealed Decision was notified, in operative part-only form, on 9 July 2025. The reasoned decision was notified on 14 July 2025. The Appellant filed its Statement of Appeal on 16 July 2025, i.e. within the 21-day deadline of Article R49 of the Code, as it appears that the LFF Statutes do not provide otherwise.

124. Furthermore, the Sole Arbitrator notes that neither the Respondents nor the Intervening Party contest that the appeal was filed within the legal time limit.

125. Accordingly, the Appellant's Statement of Appeal filed with CAS on 16 July 2025 was submitted in due time.

126. The Sole Arbitrator further observes that the Intervening Party complains that it was not named as a party in the appeal proceedings, alleging that this procedural irregularity is irremediable and should lead to dismissal of the appeal as it allegedly deprived the Intervening Party of its rights.

127. The Intervening Party submits that this issue concerns admissibility, which relates to whether the tribunal should exercise its power to hear the claim; however, it is in fact a question on the merits, as it involves the substantive rights of the parties and the impact of the alleged procedural irregularity on the outcome of the case, than merely addressing a preliminary question of admissibility.

128. Therefore, this issue will be assessed in the Merits section of this Award.

VII. APPLICABLE LAW

129. Article R58 of the Code reads 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.*"

130. Pursuant to Article 64(3) of the LFF Statutes, arbitrations related to decisions issued by the LFF must be conducted in accordance with the provisions of the LFF Statutes:

> "*Decisions rendered by the Appeals Committee may only be brought before the Court of*

Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the provisions of these statutes."

131. The present dispute shall therefore be resolved in accordance with the LFF Regulations, specifically Article 19(3) of the LFF RSTP, which permits a player to be registered with up to three clubs in different national associations during a single sporting season. However, if the clubs belong to the same sub-federation, the player is allowed to participate in official matches for no more than two clubs within that season.

132. This rule implements Article 5(4) of the FIFA RSTP, which stipulates that while a player may be registered with a maximum of three clubs during one season, they are eligible to participate in official matches for only two of those clubs within that period. Article 5(4) is binding at the national level under Article 1(3)(a) of the FIFA RSTP and must be incorporated into the association's regulations without modification.

VIII. MERITS

133. The object of this arbitration is the Decision No. 79/2025 issued by the LFF, which found that the participation of the Player from the Appellant's team in the match against the Second Respondent's team was irregular, as it allegedly violated Article 19(3) of the LFF RSTP, which incorporates the principle recognized in Article 5(4) of the FIFA RSTP.

134. With the intervention of the Intervening Party and its submissions, the arbitration also addresses whether, as the Intervening Party contends, its rights were infringed during the current proceedings and, consequently, whether its participation as the League 1 Group 13 winner and play-offs qualifier was inadequately secured.

135. Based on the foregoing, the Sole Arbitrator finds the main issues to be resolved in this arbitration are as follows:

- Was the Intervening Party deprived of its rights in the current proceedings?

- Was the decision no. 79/2025 justified pursuant to Article 19(3) of the LFF RSTP, which reflects the principle recognized in Article 5 of the FIFA RSTP

A. Was the Intervening Party deprived of its rights in the current proceedings?

136. The Intervening Party submits that it was not formally joined as a party to the appeal proceedings and contends that this procedural irregularity is incurable, thereby warranting dismissal of the appeal on the basis that it was deprived of its procedural rights.

137. Article R41.4 of the Code provides that, regarding the intervention of a third party in the proceedings, "[...] *the Panel shall determine the status of the third party and its rights in the procedure* […]". In this case, the Sole Arbitrator accepted Al Shomoa as the Intervening Party, granting it all procedural rights without limitation.

138. As a result, the Intervening Party had full access to the case file and duly filed a comprehensive written submission of thirty-two pages, supported by exhibits.

Furthermore, it actively participated in the hearing convened on 14 October 2025. The initial hearing held on 8 October 2025 was suspended upon the acceptance of its intervention.

139. To ensure meaningful participation, the procedural schedule was adapted to accommodate the Intervening Party's late involvement and the practical challenges arising therefrom. To this end, the Sole Arbitrator scheduled a subsequent hearing on 14 October 2025, noting that the earlier hearing was preliminary and limited to the issue of intervention. Owing to logistical challenges stemming from the late appointment of a representative domiciled in Canada, the hearing schedule was adjusted to accommodate time zone differences, thus facilitating full participation. Additionally, the Intervening Party submitted a supplemental post-hearing brief, albeit unsolicited and without prior authorization.

140. Under these circumstances, the Intervening Party was afforded procedural guarantees commensurate with those accompanying formal party status. To hold otherwise would be to elevate form over substance without justification.

141. Moreover, given CAS' de novo jurisdiction over the entire matter, the Sole Arbitrator dismisses the Intervening Party's argument in this regard.

B. Was the Decision No. 79/2025 justified pursuant to Article 19-3 of the LFF RSTP, which reflects the principle recognized in Article 5 of the FIFA RSTP?

142. Alqadisiyah's appeal largely relies on three documents issued by the LFF: first, a letter dated 12 July 2025 indicating that the Player did not participate in official matches for Stade Libyen during the 2024-2025 season, either as a substitute or starter; second, a letter dated 15 July 2025 stating that Stade Libyen had not submitted any player registration documents for him nor was an official player license issued; and third, a document evidencing the mutual termination of the Player's contract with Stade Libyen on 10 January 2025.

143. Collectively, these documents suggest that the Player was not registered with Stade Libyen, did not hold a license, and never appeared in any matches for that club during the relevant season. Furthermore, the contract termination predates the disputed match between Alqadisiyah and Al-Shat on 25 June 2025.

144. The LFF's letter dated 2 September 2025 corroborates these facts by indicating that Alqadisiyah would be granted a place in the first division if CAS ruled in its favour, thus enhancing the credibility of the supporting documents. None of the LFF documents, including the letter of 2 September, call into question Al-Shomoa's position in the future championship, which the LFF's opposition to Al-Shomoa's intervention on 9 September 2025 further confirms.

145. The Intervening Party challenges the authenticity and completeness of certain documents submitted by Alqadisiyah, including questioning a letter from Alqadisiyah's president dated 5 July 2025 that conflicts with the LFF's letters. The Sole Arbitrator deems the LFF-issued documents more credible due to their official source and coherent

chronology. The Intervening Party contests the 5 July letter on the grounds of its signatory's retirement but offers no supporting evidence.

146. The key issue concerns the Player's registration with three clubs within the same sub-federation during a single sporting season, which is prohibited under Article 19(3) of the LFF RSTP. This article stipulates that a player may register with up to three clubs across different sub-federations but strictly prohibits registration with more than two clubs within the same sub-federation during one season. Any registration beyond this limit within the same sub-federation is null and void and constitutes a regulatory offence.

147. Although the submissions do not define "sub-federation" or its implications for the national federation, this principle aligns with Article 5(4) of the FIFA RSTP, which caps a player's eligibility for official matches to two clubs per season, notwithstanding the possibility of registering with three clubs.

148. The Sole Arbitrator concludes that the FIFA regulations, as incorporated into the LFF RSTP, govern the matter and that the decisive inquiry is whether the Player was registered with three clubs during the season while being eligible to play official matches for only two. Any ambiguity relating to the concept of "sub-federation" is secondary and does not affect this determination.

149. In this respect, the Sole Arbitrator holds that, while the Player was registered with three different clubs, he was eligible to play matches only for two clubs, namely Al-Jamarek and Alqadisiyah. The fact that the Player was listed as a substitute on the match sheet for the championship game between Alqadisiyah and Al Shat therefore did not violate Article 19(3) of the LFF RSTP.

150. No evidence indicates that the Intervening Party's rights would be prejudiced by a ruling in favour of the Appellant. Indeed, Al Shomoa did not lose its opportunity to play in the play-offs, which concluded in August 2025.

151. In conclusion, the Appealed Decision was not well-founded on Article 19(3) of the LFF RSTP, as interpreted consistently with FIFA's overarching framework, and the Appellant's submissions and the corroborating LFF documents provide a coherent and credible narrative supporting the Player's eligibility and contractual status relevant to the disputed match.

C. Conclusion

152. Based on the foregoing, the Sole Arbitrator finds that:

- The Intervening Party was not deprived of its rights in the current proceedings and enjoyed procedural guarantees equivalent to those it would have had if formally joined as a party to the proceedings.

- The Player was duly eligible to participate in the match against the Second Respondent on 25 June 2025, and no violation of Article 19(3) of the LFF RSTP or Article 5(4) of the FIFA RSTP occurred.

153. All other requests submitted by the Parties and the Intervening Party are to be rejected.

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Alqadisiyah Club on 16 July 2025 against the decision issued on 9 July 2025 by the Appeal Committee of the Fédération libyenne de football (LFF) is admissible.

2. The appeal filed by Alqadisiyah Club on 16 July 2025 against the decision issued on 9 July 2025 by the Appeal Committee of the Fédération libyenne de football (LFF) is upheld.

3. The decision issued on 9 July 2025 by the Appeal Committee of the Libyan Football Federation is set aside in its entirety.

4. (…).

5. (…).

6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 9 November 2026
(operative part of the Award notified on 22 October 2025)

THE COURT OF ARBITRATION FOR SPORT

Olivier Carrard
Sole Arbitrator