

CAS 2025/A/11619 Al-Dhara Club v. Libyan Football Federation (LFF) & Al-Khums

AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

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

in the arbitration between

Al-Dhara Club, Ajdabiya, Libya

Represented by Mr Lamjed Belkahia, Attorney-at-Law, Belkahia & Partners Law Firm, Bizerte, Tunisia and Global Promotion for Sport, Ontario, Canada,

- Appellant -

and

Libyan Football Federation, Tripoli, Libya

Represented by its President, Mr Abdolmola El Mograbi, and its General Secretary, Mr Fozi Jouda

- First Respondent –

Al-Khums Sport, Cultural and Social Club, Al-Khums, Libya

Represented by Mr Fahmi Belhadj Mohamed, Attorney-at-law, Sousse, Tunisia

- Second Respondent –

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I. PARTIES

1. Al-Dhara Club (also known as Al-Dhahra Club or Al-Dahra Club) is a football club with its registered office in Ajdabiya, Libya (hereinafter “Al-Dhara”). It is a member of the Libyan Football Federation (“LFF”).
2. The Libyan Football Federation is the national governing body of football in Libya, with its registered office in Tripoli, Libya (“LFF”). It is affiliated with the Fédération Internationale de Football Association (“FIFA”).
3. Al-Khums Sport, Cultural and Social Club is a football club with its registered office in Al-Khums, Libya (“Al-Khums”). It is a member of the LFF.
4. LFF and Al-Khums are jointly referred to as the “Respondents”.
5. Al-Dhara and the Respondents are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Introduction

6. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions and evidence will be made, where relevant, in connection with the legal analysis 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 deems necessary to explain his reasoning.

B. The proceedings before the LFF

7. Since 5 November 2024, Al-Khums has been subject to registration bans, due to several disciplinary or employment-related proceedings pending before FIFA.
8. These registration bans were lifted on a case-by-case basis once the subject matter of each dispute was resolved.
9. Thus, for example, on 10 February 2025, in the matter under reference Ref. No. FDD-21616, FIFA confirmed to Al-Khums that it had satisfied the claims of its creditor, Mr Helmi Jouidi, arising from a decision issued by one of its bodies or by the Court of Arbitration for Sport. FIFA then specified the following:

“As a consequence, we inform you that the present proceedings against [Al-Khums] are hereby closed and its ban to register any new players has been permanently lifted.”

As such, the [LFF] is hereby requested to immediately lift the ban imposed on [Al-Khums] at national level.

For the sake of good order, we would like to clarify that such order is exclusively related to the ban imposed in relation to the captioned matter and is without prejudice of any other ban that may be currently imposed on [Al-Khums]”.

10. Likewise, on 18 February 2025, FIFA sent a similar letter to Al-Khums in the context of the case under reference Ref. No. FDD-18639 opposing the club to Mr Lagos Kunga Kinzimbi. FIFA also noted that the latter’s claims had been satisfied, with the consequence that the registering ban imposed in the framework of this case was lifted, “without prejudice of any other ban that may be currently imposed on [Al-Khums]”.
11. On 18 February 2025, via a circular letter Ref. No. 25/18, the LFF Players’ Status and Transfer Committee formally notified all of its affiliated clubs, including Al-Khums, that the second registration period for the 2024/2025 sports season had been extended until 18 February 2025, instead of 17 February 2025, which coincided with a public holiday (the “LFF Circular Letter of 18 February 2025”).
12. It is undisputed that on 18 February 2025, Al-Khums completed the registration of several new players.
13. It appears that as of 1 April 2025, not all registration bans imposed on Al-Khums had been lifted. Indeed, on that date, FIFA wrote the following to the club.

“Request for information

Players

Player First Name Last Name Date of Birth Nationality

<i>1</i>	<i>Abdullah</i>	<i>Al Bahloul</i>	<i>28/03/1997</i>	<i>Libya</i>
<i>2</i>	<i>Abdullah</i>	<i>Ben Khalil</i>	<i>25/07/1994</i>	<i>Libya</i>
<i>3</i>	<i>Mohammed</i>	<i>Ayad</i>	<i>15/02/1993</i>	<i>Libya</i>
<i>4</i>	<i>Dirar</i>	<i>Ellafi</i>	<i>18/04/2001</i>	<i>Libya</i>
<i>5</i>	<i>Ahmed</i>	<i>Al Abed</i>	<i>30/03/2001</i>	<i>Libya</i>
<i>6</i>	<i>Abdulraouf</i>	<i>Shoshan</i>	<i>04/09/2000</i>	<i>Libya</i>
<i>7</i>	<i>Ouweis</i>	<i>Esswaih</i>	<i>01/01/2000</i>	<i>Libya</i>
<i>8</i>	<i>Amine</i>	<i>Mhadhebi</i>	<i>07/11/1989</i>	<i>Tunisia</i>

Case Reference: 3988

Dear Sir,

In our role as Regulatory Compliance of the FIFA Regulatory Governance and Compliance department, we are responsible for ensuring compliance and the proper application of FIFA regulations. This is how our department contributes to fulfilling FIFA's objectives, which include protecting and ensuring global integrity in football

We contact you regarding the above-mentioned players, (hereinafter, “the players”).

According to information online as well as at our disposal, it would appear that the players were registered for your club, from November 2024 and onwards.

Moreover, we note that your club has had a registration ban since 5 November 2024, which prohibits new player registrations, internationally and domestically.

If established, this would appear to be in breach of provisions relating to art. 5 and 6 of the FIFA Regulations on the Status and Transfer of Players (“the Regulations”), and failure to respect a decision issued by a body, a committee or an instance of FIFA, in violation with art. 21 of the FIFA Disciplinary Code.

Consequently, and in accordance with art. 6 3 of Annexe 3 of the Regulations, we kindly request that you provide us with the following information:

- 1) Your position on the above-mentioned matter;*
- 2) The players' full registration details with your club [...];*
- 3) Any correspondences between your club and the [LFF] on this matter; and*
- 4) The team sheets from your club's official matches from November 2024 to March 2025.*

Your club is kindly requested to comply with this request for information by 10 April 2025 at the latest.”

14. The case file does not contain Al-Khums’ response to this letter. However, in its Answer filed in the present arbitration proceedings, Al-Khums claims that, on 15 April 2025, it responded to FIFA, stating that Mr Abdullah Al-Bahloul and Mr Abdullah Ben Khalil had been registered before the FIFA ban imposed on 5 November 2024 and that the other players were registered on 18 February 2025.
15. On 10 April 2025, the LFF 2024/2025 Premiere League standings were as follows:

#	Team	P	W	D	L	G	A	Diff	Pts
1	Ahli Tripoli	15	12	3	0	37	4	+33	39
2	Al Madina	15	9	4	2	26	14	+12	31
3	Elettihad Musrati	15	6	5	4	13	12	+1	23
4	Al Watan	16	5	5	6	19	22	-3	19
5	Libyan Stadium	15	3	9	3	13	14	-1	18
6	Abelashhr	15	3	6	6	10	17	-7	15
7	Al Dahra	15	3	6	6	9	19	-10	15
8	Al Khums	15	4	1	10	8	18	-10	13
9	Asaria	15	2	3	10	11	26	-15	9

16. On 11 April 2025, Al-Khums and Al-Dhara played the last fixture of the regular season. Al-Khums hosted the match and won with a score of 3–2 (the “Match played on 11 April 2025”).
17. On 11 April 2025, the LFF 2024/2025 Premiere League standings were as follows:

#	Team	P	W	D	L	G	A	Diff	Pts
1	Ahli Tripoli	16	13	3	0	38	4	+34	42
2	Al Madina	16	10	4	2	27	14	+13	34
3	Elettihad Musrati	16	6	5	5	14	14	0	23
4	Al Watan	16	5	5	6	19	22	-3	19
5	Libyan Stadium	16	3	9	4	13	15	-2	18
6	Al Khums	16	5	1	10	11	20	-9	16
7	Abelashhr	16	3	6	7	10	18	-8	15
8	Al Dahra	16	3	6	7	11	22	-11	15
9	Asaria	16	3	3	10	13	27	-14	12

18. As a consequence and while Asaria was relegated, Al-Dhara as well as Abelashhr were required to participate in the relegation “play-out” stage, comprising six matches, in an attempt to retain their place in the LFF Premiere League. Despite taking part in all six matches between 11 May and 6 July 2025, Al-Dhara ultimately finished last in its group and failed to avoid relegation.
19. On 12 April 2025, Al-Dhara filed the following protest to the “*Head of Competitions Committee at the [LFF]*” (as translated from Arabic into English by Al-Dhara) (the “Protest”):

“[...]”

Regarding the match held on 11.04.2025 between the Al-Khums and Al-Dhara teams as part of the ninth week matches for the teams in Group Four at Al-Khums Stadium, we would like to submit this complaint against the participation of the following players:

Amin Al-Mahdhabi, No. 17

Abdel Raouf Chouchane, No. 23

Oweis Al-Suwaih, No. 7

Ahmed Al-Abed No. 29

Mohamed Ayad No.11

This is because their registration was not valid during the period in which Al-Khums Club was banned from registration by FIFA

We hope you will consider this protest.”

20. On 16 April 2025, the LFF Competition Organizing Committee issued the following decision in relation to the Protest (as translated from Arabic into English by Al-Dhara):

“Decision No. (90) of the Competition Organizing Committee of 2024/2025 Sports Season

Regarding the ratification of the match result (Al-Khums vs. Al-Dahra) from the (ninth week - second half) of group (fourth) in the Libyan Premier League football competition of 2024/2025 sports season.

Competition Organizing Committee:-

- *Having reviewed Law No. (14) of 1962 regarding the establishment of the Libyan Olympic Committee and its amendments.*
- *On the bylaws of the Libyan Football Federation approved by the General Assembly on 2016/12/24.*
- *Approval of the electoral session of the General Assembly of the Libyan Football Federation to elect the Federation's Board of Directors, held on Saturday, January 4, 2025, in Benghazi.*
- *The regulations governing the game of football in effect at the Libyan Football Federation and the supplementary decisions.*
- *Decision No. (85) of the Libyan Football Federation of 2023 regarding the formation of the Competitions Organizing Committee of 2025/2024 sports season.*
- *Libyan Football Federation Decision No. (91) of 2024 regarding the organization of the Premier League competition for the 2025/2024 sports season.*
- *Libyan Football Federation Decision No. (112) of 2024 regarding an amendment to Decision No. (91) of 2024*
- *The protest submitted by Al-Dahra Club in their match against Al-Khums Club*
- *Our letter issued from the Competitions Organizing Committee to the Players' Status and Transfers Committee regarding the protest of Al-Dahra Club.*
- *The response received from the Players Status and Transfers Committee dated 2025/04/16*
- *Reports from referees and match observers.*
- *As approved by the Competitions Organizing Committee*

Hereby, decided

Art. 1

Complaints

The complaints submitted by Al-Dahra Club is accepted in form and rejected in substance. The match result (3-2) is upheld as it ended in favor of Al-Khums Club.”

21. On 17 April 2025, by means of a document that was not disclosed in the present arbitration proceedings, Al-Dhara filed an appeal against the decision issued the previous day by the LFF Competition Organizing Committee before the LFF Appeals Committee.
22. On 15 June 2025, the LFF Appeals Committee issued the following decision (as translated from Arabic into English by Al-Dhara – the “LFF Appeals Committee Decision N° 48”):

“Libyan Football Federation Appeals Committee Decision No. (48) of 2025

Appeal Committee:-

- *Having reviewed Law No. (14) of 1962 regarding the establishment of the Libyan Olympic Committee and its amendments.*
- *The bylaws of the Libyan Football Federation approved by the extraordinary general assembly held on 24.10.2024.*
- *The final results of the election of the Union's Board of Directors in the extraordinary electoral session of the General Assembly of the Libyan Football Federation held on Saturday, 04.01.2025.*
- *The decision of the Board of Directors of the Libyan Football Federation No. (93) for the year 2025 regarding the reformation of the Appeals Committee.*
- *The appeal submitted by Al-Zahra (sic) Club against the decision of the Competitions Committee No. (90) regarding the approval of the result of the match (Al-Khums x Al-Dahra) in the ninth week (Group Four in the second phase of the Libyan Premier League of 2025/2024 sports season).*
- *The meeting of the Appeals Committee held on 15.06.2025.*

Hereby, decided

Art.1

Accepting the appeal in form and substance by upholding the decision of the Competitions Organizing Committee No. (90) regarding the approval of the result of the match (Al-Khums vs. Al-Dahra) in the ninth week (Group Four) of the second half of the Libyan Premier League of 2025/2024 sports season.

Art.2

The competent authorities must abide by this decision's implementation, which will take effect on the date it is issued.”

23. On 5 July 2025, Al-Dhara was notified of the reasons of the LFF Appeals Committee Decision N° 48 (the “Appealed Decision”), which were translated from Arabic into English by Al-Dhara as follows:

“Reasons for Decision No. 48 of 2025

Based on the minutes of the meeting held on 15.06.2024.

The Appeals Committee of the Libyan Football Federation met regarding the appeal submitted by Al-Dhahra Club against Competition Organizing Committee Decision No. (90) for the 2024/2025 sports season, which states that the objection

submitted by Al-Dhahra Club is accepted in form and rejected on the merits. The appeal was submitted to the Appeals Committee of the Libyan Football Federation, fulfilling all its formal and substantive requirements regarding the approval of the result of the match played between the Al-Dhahra and Al-Khums teams.

Regarding the five-club ban on registering players on 05.11.2024, and after the appeal, the committee members summoned the person in charge of the international TMS system based on a letter from the Libyan Football Federation dated 04.04.2025, reference 3/7 /3/22, to the legal advisor of the (FIFA).

This confirms that the registration of the aforementioned players in your letter was based on your latest correspondence dated 18.02.2025, which stated the lifting of the ban at the national level. The club also confirmed that it has settled all cases filed against it.

And that all the mentioned players are registered at the national and professional levels, and we observed through the TM platform (and after registering the players) that Al-Khums Club was still under a ban, and therefore no player was registered for the club after that date, whether at the national or international level.

In addition to the letter sent to the Secretary General of the Libyan Football Federation on 01.05.2025, no response was received from the Legal Advisor, Governance, and Regulatory Compliance of FIFA. The lack of response indicates that all cases have been resolved, and this is based on the circular from the Board of Directors of the Libyan Football Federation dated 04.05.2025, reference number 460/31, and on the response from the Player Registration Committee, which confirms that the player registration procedures are correct according to the documents available for each player, based on the letter from the Chairman of the Player Status and Transfers Committee dated 20.04.2025.

The deadline for a response was April 10, 2025, but there is no evidence of that.

Therefore, the committee unanimously decided:-

Accepting the appeal in form and substance by upholding the decision of the Competitions Organizing Committee No. (90) for the 2025/2024 sports season regarding the approval of the match result (3-2) in favor of the Al-Khums team.”

24. On 6 July 2025, Al-Dhara disputed and lost its last match played in the relegation “play-out” stage. It finished last in its group and failed to avoid relegation.
25. On 11 October 2025, the LFF Board of Directors issued the following decision (as translated from Arabic into English by Al-Khums) :

“Board of Directors Decision No. (155) of 2025 Concerning the implementation of the results of the Board Meeting No. (06) held on Thursday, 9 October 2025

Preamble

The Board of Directors of the Libyan Football Federation,

After reviewing:

- *Law No. (14) of 1962 concerning the establishment of the Libyan Olympic Committee and its amendments;*
- *The Statutes of the Libyan Football Federation as approved by the Ordinary General Assembly held on 14 October 2024;*
- *The final results of the elections of the Federation's Board of Directors at the Ordinary Elective General Assembly held on Saturday, 4 January 2025;*
- *The regulations governing football activities applied by the Libyan Football Federation, and the complementary decisions, circulars, and administrative instructions regarding the registration and transfer of players;*
- *The deliberations and resolutions adopted at the Board Meeting held on Thursday, 9 October 2025;*

Whereas:

The Federation has received numerous cases related to player registration procedures and deadlines, as well as complaints and grievances from clubs and individuals, requiring investigation and preventive measures to ensure the proper and uninterrupted conduct of the upcoming 2025/2026 sporting season.

The Board, acting in coordination with FIFA regulations and in order to avoid sanctions that could affect the Federation's international recognition and participation, convened to examine all relevant data and legal considerations.

Following deliberations, the Board decided as follows:

Article (1)

To implement the resolutions adopted at the Board Meeting No. (06) of 9 October 2025, and to take all necessary administrative actions and preventive measures to ensure the proper conduct of domestic competitions.

Article (2)

*The **Al-Wefaq Sports, Cultural and Social Club** is granted the right to remain in the **Premier League** as a compensatory measure for damages and losses suffered due to multiple administrative irregularities that negatively affected its rights, and in line with FIFA's recommendations.*

Article (3)

*The **Al-Dhahra Sports, Cultural and Social Club** shall continue to participate in the **Premier League for the 2025/2026 season**, maintaining its right as confirmed by the legal correspondence received regarding the administrative violations in player registration and the consequent match results and league standings.*

Article (4)

All LFF committees and departments are instructed to coordinate and include the aforementioned clubs in the competition schedule and organizational plan for the 2025/2026 Premier League season, taking all necessary measures to ensure the smooth running of the competition in accordance with FIFA regulations and the LFF Statutes.

Article (5)

This decision shall enter into force on the date of its issuance, repealing any conflicting provisions. The concerned clubs shall be notified, and the relevant entities shall ensure its implementation.”

26. The LFF Premier League competition for the 2025/2026 sports season was scheduled to start on 31 October 2025.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 26 July 2025, Al-Dhara lodged its Statement of Appeal with the CAS against the Appealed Decision in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the “Code”).
28. On 29 July 2025, the CAS Court Office acknowledged receipt of the Statement of Appeal of Al-Dhara and of its payment of the CAS Court Office fee. It took note that Al-Dhara had opted for English as the language of the arbitration proceedings and, in this respect, informed the Respondents that, unless they objected within three days, the procedure would be conducted in English. The CAS Court Office granted the Respondents a) five days to comment on Al-Dhara’s request to refer the present matter to a sole arbitrator and b) until 31 July 2025 to state whether they agreed with Al-Dhara’s application for the matter to be expedited in accordance with Article R52 (4) of the Code.
29. On 6 August 2025, the CAS Court Office acknowledged receipt of Al-Dhara’s Appeal Brief, filed the same day in accordance with Article R51 of the Code, together with its Request for Provisional and Conservatory Measures. It granted the Respondents a) twenty days to file their Answer and b) until 11 August 2025 to file their position on Al-Dhara’s Request for Provisional and Conservatory Measures. The CAS Court Office further noted that the Respondents had remained silent on Al-Dhara’s request for expedited proceedings and concluded that, consequently, no expedited procedure could be implemented pursuant to Article R52 (4) of the Code.
30. On 14 August 2025, the CAS Court Office noted that the Respondents had not submitted any reply to Al-Dhara’s Request for Provisional and Conservatory Measures. It informed the Parties that the said request would be forwarded to the President of the CAS Appeals Arbitration Division, or her Deputy, who would issue an Order on Provisional Measures in due course. The CAS Court Office further informed the Parties that, according to DHL, Al-Khums’ address was not valid and that service at that address was impossible. It granted Al-Dhara a deadline until 18 August 2025 to provide a valid address for Al-Khums.
31. On 15 August 2025, Al-Dhara informed the CAS Court Office of Al-Khums’ official postal and email addresses, which had previously been communicated to it by the LFF. In an unsolicited manner, Al-Dhara further submitted evidence to support its claim that Al-Khums had been subject to a registration ban since 5 November 2024, which was still in force. It also filed new documents establishing the official end markers of the LFF 2024/2025 Premiere League.

32. On 16 August 2025, the LFF informed the CAS Court Office of Al-Khums' official email address.
33. On 17 August 2025, the LFF confirmed to the CAS Court Office that it agreed with Al-Dhara's request for the matter to be expedited in accordance with Article R52 (4) of the Code.
34. On 18 August 2026 and in an unsolicited manner, Al-Dhara drew the attention of the CAS Court Office to the fact that neither Respondents had submitted a position on its Request for Provisional and Conservatory Measures. It noted that Al-Khums had remained entirely silent until that point. Al-Dhara also amended its Requests for Provisional and Conservatory Measures, seeking namely an order that preserves the competition by staying "*solely the operative effects of the challenged 3-0 decision as between [Al-Dhara] and [Al-Khums] - namely the points tally, any standings movement, tie-breakers, and any promotion/relegation consequence - all to be treated as provisional pending the final award*". Al-Dhara submitted additional written submissions in support of its Request for Provisional and Conservatory Measures, detailing how the current situation would result in irreparable harm. It also insisted that the balance of interests decisively favoured the granting of provisional relief, since the measures sought to preserve the integrity and continuity of the competition. Finally, Al-Dhara requested:
- “[...] *under R52 an expedited timetable to be handled on written submissions :*
 - (a) *any Respondent filings limited to provisional measures, max 5 pages, within 48 hours of this letter;*
 - (b) *issuance of the operative part on R37 within 48 hours, with reasons to follow under R59; and*
 - (c) *only if the Panel deems it necessary, a brief (≈ 60-minute) video conference within 48-72 hours confined to interim issues*
 - “[...] *that the Division President:*
 - (i) *note R48 (1) compliance and confirm that the R55 twenty-day Answer period shall expire on 26 August 2025 notwithstanding [Al-Khums's] silence;*
 - (ii) *grant provisional measures under R37 by staying only the operative effects of the challenged 3-0 decision between the two clubs (points / standings / tiebreakers / promotion-relegation to remain provisional) and ring-fencing the three disputed points (and related tie-breaks) from 11 April 2025 pending the award, while fixtures continue;*
 - (iii) *adopt an expedited timetable under R52 with an operative part issued promptly and reasons to follow under R59 and (iv) upon fixation / receipt of the advance of costs - which [Al-Dhara] irrevocably undertakes to pay in full under R64.2 - constitute a Sole Arbitrator under R50 without delay”.*
35. On 18 August 2025, the CAS Court Office acknowledged receipt of Al-Dhara's and of the LFF's respective e-mails of 15, 16, 17 and 18 August 2025. It also “*note[d] that the*

[LFF] agreed to proceed expeditiously. However, to date, [Al-Khums] failed to file its position in this respect and is exceptionally granted a final deadline until 19 August 2025 to do so, failing which no expedited procedure shall be implemented.”

36. On 19 August 2025, Al-Dhara submitted two unsolicited e-mails stating that Al-Khums’ continued silence was a deliberate tactic to benefit from the unlawful 3–2 match result obtained by fielding ineligible players during a FIFA registration ban. Al-Dhara insisted that provisional measures under Article R37 of the Code were essential even if no expedited procedure was granted. It maintained that its chances of success were significant, that the balance of interests test under Article R37 of the Code had been met and reiterated the irreparable harm it would suffer if its Requests for Provisional and Conservatory Measures were not granted. Al-Dhara insisted that “[under] Article R44.I, the Panel retains discretion, once constituted, to adapt the procedural calendar in view of the URGENCY and the paralysis of the Libyan championship; [and that under] Article R52 (4), the arbitration must proceed notwithstanding [Al-Khums’] failure to file any Answer.” Al-Dhara requested “the immediate granting of provisional measures and the adoption of a procedural calendar that ensures this dispute is resolved in time to protect the integrity of the 2025/2026 season”.
37. On 19 August 2025, the CAS Court Office acknowledged receipt of Al-Dhara’s emails from that day and asked the Parties not to file unsolicited submissions.
38. On 19 August 2025, Al-Khums informed the CAS Court Office that it had not received any prior correspondence regarding the dispute, either by email or post, which prevented it from participating earlier or responding within the applicable deadlines. Al-Khums formally objected to the implementation of an expedited procedure and emphasized that it had never been consulted on the language of the proceedings. Al-Khums requested access to all prior correspondence and submissions, particularly those concerning provisional measures. It attributed the situation to Al-Dhara’s alleged failure to provide its official email address to CAS, and maintained that it must be duly consulted on the language of the arbitration.
39. On 20 August 2025, the CAS Court Office acknowledged receipt of Al-Khums email of 19 August 2025 and forwarded it a copy of the complete file. It granted Al-Khums a deadline until 21 August 2025 to comment on the language of the arbitration. The CAS Court Office also noted that Al-Khums declined to submit the dispute to an expedite procedure and informed the Parties that, pursuant to Article R52 (4) of the Code, no such procedure would be implemented.
40. On 21 August 2025, the CAS Court Office notified the Parties of the Order on Provisional Measures issued the same day by the President of the CAS Appeals Arbitration Division, dismissing the “*application for provisional and interim measures filed on 6 August 2025 by Al Dhara Club in the matter CAS 2025/A/11619 Al Dhara Club v. Libyan Football Federation (LFF) & Al Khums Sport, Cultural and Social Club*”.
41. On 21 August 2025, Al-Khums informed the CAS Court Office that it had opted for bilingual arbitration proceedings (French-English). On the same day and in an unsolicited

manner, Al-Dhara objected to this choice and requested that the language of the arbitration proceedings be exclusively English.

42. On 22 August 2025, the CAS Court Office confirmed that, in light of Al-Dhara's objection to a bilingual procedure, the language of the arbitration would be English. Regarding the payment of the advance of costs, the CAS Court Office noted that the Respondents failed to comment on Al-Dhara's request to refer the matter to a sole arbitrator, within the prescribed time limit. It therefore informed the Parties that the composition of the arbitration panel would be determined by the President of the Appeals Arbitration Division, or her Deputy, pursuant to Article R50 (1) of the Code.
43. On 23 August 2025, Al-Khums stated that it had not received any correspondence from CAS prior to 19 August 2025, as Al-Dhara had provided an incorrect email address. Accordingly, it maintained that any alleged failure to respond could not be attributed to it. In order to safeguard its procedural rights, Al-Khums requested permission to state its position on the advance of costs and the composition of the arbitral panel.
44. On 25 August 2025, the CAS Court Office granted Al-Khums a deadline until 27 August 2025 to file its position on the arbitration panel and to state whether it would pay its share of the advance of costs.
45. On 28 August 2028 and in an unsolicited manner, Al-Dhara confirmed to the CAS Court Office that it would pursue the appeal solely on the merits and confirmed its commitment to pay the full advance of costs to allow the constitution of a sole arbitrator. Al-Dhara further requested "*that the proceedings continue on the ordinary appeal calendar, and in accordance with Article R55 (2) CAS Code the Sole Arbitrator may proceed to render an award on the merits even in the absence of any Answer from the Respondents.*"
46. On 1 September 2025 and in an unsolicited manner, Al-Dhara requested "*the Court Office, without any further delay to:*
 - (i) *immediately allocate and determine the total amount of the advance of costs payable under Article R64.2 CAS Code,*
 - (ii) *invite [Al-Dhara] to pay this amount in full forthwith, and*
 - (iii) *upon such payment proceed at once to the nomination of the Sole Arbitrator under Article R50 (1) and the continuation of the appeal on the merits under the ordinary calendar.*
47. On 1 September 2025, the CAS Court Office acknowledged receipt of Al-Dhara's mail of the same day and confirmed that "*the invitation letter to pay the advance of cost and the nomination of a sole arbitrator by the Division President (or her Deputy) will follow shortly.*" Once again, Al-Dhara was asked to refrain from filing unsolicited submissions.
48. On 30 September 2025, the CAS Court Office confirmed to the Parties the full payment of the advance of costs in connection with the present matter and that the constitution of the sole arbitrator would follow in due course.

49. On 1 October 2025 and in an unsolicited manner, Al-Dhara filed several requests for document production directed at the Respondents, together with additional submissions on the merits of the dispute and the following requests:
- “[...] the Sole Arbitrator issue an early merits award (Art. R44.2) / expedited merits award on the file, without a hearing, declaring that :*
- (i) a FIFA ban existed on 18 February 2025;*
 - (ii) the player registrations of that date, i.e. 18 February 2025 which is the last date of registration period in Libya, are invalid ab initio;*
 - (iii) the fixture of 11 April 2025 be recorded as a forfeit, with a result of 0-2 (sic) against Al-Khoms SC, and that [Al-Dhara] shall not be placed in the relegation zone, such three (3) points to be duly credited to its league standing; and*
 - (iv) [Al-Dhara’s] right to participate in the 2025/26 Premier League be recognized, pending the LFF’s final scheduling.*
- Alternatively, should the Sole Arbitrator prefer a final exchange, [Al-Dhara] proposes one short written note per party (max. 2 pages, within 24 hours) confined strictly to the ban or no ban issue, followed immediately by the merits award.”*
50. On 1 October 2025, the CAS Court Office acknowledged receipt of Al-Dhara’s email from that day and invited the Respondents to comment on the request for document production by 6 October 2025.
51. On 3 October 2025, the CAS Court Office acknowledged *“receipt of [Al-Khums’] letter dated 27 August 2025 - received by email on 28 August 2025 at 00h46 CET - which, due to an administrative oversight, has not been transmitted to the Parties yet”*. In this letter, Al-Khums confirmed that it did not object to the dispute being submitted to a sole arbitrator but refused to pay its share of the advance of costs and requested *“that the time limit for the Answer be postponed until the date on which [Al-Dhara] makes payment of the costs provided for in Article R64.2”*. The CAS Court Office forwarded a copy of Al-Khums’ letter to the other Parties and confirmed that it would be *“for the Sole Arbitrator, once constituted, to determine whether [Al-Khums] is entitled to file an answer.”*
52. On 6 October 2025, Al-Khums responded to the various motions filed by Al-Dhara on 1 October 2025, requesting their dismissal. Furthermore, Al-Khums pointed out that, to date, it had never received an official deadline for submitting its Answer, which was in violation of its right to be heard. It formally requested that a time limit be granted for this purpose. On the same day, Al-Dhara requested information regarding the status of the procedure for the appointment of the sole arbitrator, emphasising the urgency of the matter due to the nature of the dispute.
53. On 6 October 2025, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had appointed Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland as Sole Arbitrator.
54. On 7 October 2025, the CAS Court Office acknowledged Al-Dhara’s and Al-Khums’ email of 6 October 2025. It noted that the LFF *“failed to provide its comments on [Al-*

Dhara's] request for document production and filing of additional written submissions within the granted deadline, and that [Al-Khums] objects to these requests". It further informed the Parties that it would be for the Sole Arbitrator to determine whether Al-Khums was entitled to file an Answer in this matter.

55. On 13 October 2025 and in an unsolicited manner, Al-Dhara commented on Al-Khums' email of 6 October 2025, criticizing it for failing to cooperate in establishing the facts relating to the registration of several of its players despite the ban imposed by FIFA. In addition, Al-Dhara submitted a translation of the decision of the LFF Board of Directors issued on 11 October 2025, which it interpreted as a recognition by the LFF of the merits of Al-Dhara's position and as a confirmation that Al-Khums fielded ineligible players during the Match played on 11 April 2025. Al-Dhara insisted that it had been reinstated in the LFF First League, "thereby granting in full all prayers for relief on the merits". Al-Dhara submitted new requests for relief.
56. On 14 October 2025 on behalf of the Sole Arbitrator, the CAS Court Office informed the Parties of the following: "[...]"

At this stage, the following questions need to be addressed by the Sole Arbitrator:

I.- Should the requests filed by [Al-Dhara] on 1 October 2025 be accepted?

II.- Is the Decision of the Board of Directors of the LFF dated 11 October 2025 to be accepted?

III.- Are [Al-Dhara's] amended requests for relief submitted on 13 October 2025 to be accepted?

IV.- What are the consequences of the answers to these questions?

I.- Should the requests filed by [Al-Dhara] on 1 October 2025 be accepted?

In view of Article R56 of the CAS Code and [Al-Khums'] objection, there is no reason/exceptional circumstances to grant these requests, which could have been included in the Appeal Brief.

In its Statement of Appeal, [Al-Dhara] submitted requests exclusively directed at FIFA, which were subsequently condensed into a single sentence in its request of 1 October 2025, which reads as follows: 'Please confirm whether Al-Khoms SA was under a FIFA registration ban on 18 February 2025.' In view of the decision of the Board of Directors of the LFF dated 11 October 2025, this request became moot.

In light of the foregoing, the requests filed by [Al-Dhara] on 1 October 2025 must be rejected.

II.- Is the Decision of the Board of Directors of the LFF dated 11 October 2025 to be accepted?

This Decision is to be accepted under Article R56 (1) of the CAS Code, given the exceptional nature of this very recent document, issued after the submission of the Appeal Brief.

III.- Are [Al-Dhara's] amended requests for relief submitted on 13 October 2025 to be accepted?

These new requests for relief are not of an appellate nature and therefore fall outside the scope of the present arbitration proceedings. Moreover, they could have been made when the Statement of Appeal and the Appeal Brief were filed. They are new and, accordingly, must be dismissed.

IV.- What are the consequences of the answers to these questions?

Given the Decision of the Board of Directors of the LFF dated 11 October 2025, [Al-Dhara's] Requests for Relief 1.1 to 1.5 become moot.

Given the Order on Provisional Measures issued on 21 August 2025 by the President of the Appeals Arbitration Division of the CAS, [Al-Dhara's] Requests for Relief n. 2 becomes moot.

[Al-Dhara's] Request for Relief 3 duplicates its Request for Relief 1.6 and may therefore be ignored.

In view of the circumstances, the Sole Arbitrator does not see the need to "Grant any additional measure the Panel deems necessary to eliminate the irreparable sporting harm caused by the wrongful relegation" and, consequently [Al-Dhara's] Request for Relief 4 can be dismissed.

On the basis of the foregoing:

- *[Al-Dhara] is invited, by **17 October 2025**, to confirm whether it wishes to maintain its appeal or withdraw it;*
- *upon receipt of [Al-Dhara's] position, the Respondents will then be granted a deadline to state whether, in the event of withdrawal of the appeal, they agree to bear all or part of the costs of the present proceedings and, if so, to contribute to the legal costs incurred by [Al-Dhara] and if so to what amount;*

The Parties are invited to consider the possibility to settle the present arbitration proceedings.

Should [Al-Dhara] maintain its appeal, the proceedings will resume, and Respondent 2 will be given the opportunity to file an answer."

57. On 15 October 2025, Al-Dhara submitted comments addressing each of the questions raised in the CAS Court Office letter dated 14 October 2025, as well as the responses provided by the Sole Arbitrator. It further confirmed that it maintained its appeal in full and was seeking a final award on the merits.
58. On 16 October 2025 and in light of Al-Dhara's email of 15 October 2025, the CAS Court Office invited Al-Khums to file its Answer by 5 November 2025. On behalf of the Sole Arbitrator, the CAS Court Office also requested:

“[From Al-Dhara]

- *A copy of the LFF Competitions Organizing Regulations, which it cites in reference to Article 73 ([Al-Dhara] has indeed produced the LFF Competitions Organizing List, but its Article 73 has different content).*
- *In paragraph 4.4 of its Appeal Brief, referring to Annex C-7, [Al-Dhara] states:
‘The protest precisely:*
 - o Identifies all five contested players by name and squad number;*
 - o Cites the continued validity of the FIFA registration ban as of 11 April 2025;*
 - o Affirms that the registrations were conducted on 18 February 2025, while the ban remained in full effect; and*
 - o Requests disciplinary enforcement in the form of match forfeiture.’*

The last two bullet points do not appear in Exhibit C-7 of its Appeal Brief. [Al-Dhara] is invited to state if there is another document in which these assertions are made? How was the forfeiture of the match ever requested from the disciplinary bodies of the LFF?

[From the LFF]

- *The complete regular-season rankings of the championship involving [Al-Dhara and Al-Khums] on 11 April 2025.*
 - *The indication of whether other games were played by [Al-Dhara and Al-Khums] after 11 April 2025 in the regular season.*
 - *The complete regular-season rankings of the championship involving [Al-Dhara and Al-Khums] at the end of the regular season.”*
59. On 27 October 2025, the LFF provided the information requested by the CAS Court Office on 16 October 2025. It also clarified that *“the decision to maintain Al-Dhara Club in the Premier League resulted from an inadvertent administrative oversight by the Libyan Football Federation, and no responsibility for this was attributed to any club.”*
60. In a document entitled *“Complementary Answer to the Sole Arbitrator’s Requests”* dated 16 October 2025 but sent to the CAS Court Office on 28 October 2025, Al-Dhara filed lengthy submissions that went beyond the questions posed in the letter of the CAS Court Office of 16 October 2025. Among other things, it admitted that the *“Appeal Brief cited Article 73 LFF [Competitions Organizing List] in a linguistically condensed form”*. Al-Dhara also explained that the forfeiture of the Match played on 11 April 2025 to be imposed upon Al-Khums for fielding ineligible players, was based on Articles 19 and 21 of the FIFA Disciplinary Code (“FDC”). It further confirmed that it had filed no protest other than the one submitted on 12 April 2025 before the *“Head of the Competitions Committee of the LFF”*. Finally, Al-Dhara filed additional evidence and requests.
61. On 28 October 2025, the CAS Court Office acknowledged receipt of the emails of 27 and 28 October 2025 filed by the LFF and Al-Dhara, respectively.

62. On 4 November 2025, Al-Khums requested a ten-day extension of the deadline to file its Answer, which was granted pursuant to Article R32 (2) of the Code.
63. On 15 November 2025, Al-Khums filed its Answer in accordance with Article R55 of the Code.
64. On 17 November 2025, the CAS Court Office invited the Parties to state by 24 November 2025 whether their preference was for a hearing to be held in the present matter and whether they requested a case management conference.
65. On 25 November 2025, Al-Dhara informed the CAS Court Office of its preference for both a case management conference and a hearing to be held. It also seized the opportunity to address certain issues raised in Al-Khums' Answer and to file further submissions.
66. On 25 November 2025, Al-Khums confirmed that it was in favour of the matter being decided solely on the basis of the Parties' written submissions. It also complained that Al-Dhara had gone beyond the request of 17 November 2025 of the CAS Court Office by submitting additional comments replying to Al-Khums' Answer, despite there being no procedural basis for such a submission under the CAS Code. Accordingly, Al-Khums requested that the additional observations filed by Al-Dhara be excluded, and the proceedings should continue solely on the basis of the Appeal Brief and the Answer.
67. The LFF failed to submit its position on the holding of a hearing.
68. On 10 December 2025, the CAS Court Office informed the Parties that the Sole Arbitrator deemed himself sufficiently well informed to issue his decision solely on the basis of the written submissions. Furthermore, it confirmed that “[Al-Dhara’s] *procedural requests set out in its ‘Complementary Answer to the Sole Arbitrator’s Requests’ dated 16 October 2025 – received by email on 28 October 2025 – and its unsolicited comments of 25 November 2025 are rejected*”.
69. On 12 December 2025, the CAS Court Office sent to the Parties the Order of Procedure, which was returned duly signed by Al-Khums on 20 December 2025.
70. On 6 January 2026, Al-Dhara returned a signed copy of the Order of Procedure but objected to the Section 9 of such document. It argued that this Section 9 wrongly implied that it waived its right to an oral hearing and it expressly reiterated its demand for an oral hearing to be held. It further requested the present arbitration proceedings be consolidated with CAS 2025/A/11904, since both cases allegedly “*arise from the same match of 11 April 2025, the same alleged FIFA registration ban, the same alleged fielding of ineligible players, and the same core evidentiary record*” [...] and “*are litigated before the same Sole Arbitrator.*”
71. The LFF remained silent regarding the holding of a hearing and failed to return a signed copy of the Order of Procedure.

72. On 7 January 2026, the CAS Court Office informed the Parties that the Sole Arbitrator had confirmed his decision to proceed without a hearing and to render an award solely on the basis of the Parties' written submissions. With respect to Al-Dhara's request to consolidate the present arbitration proceedings with CAS 2025/A/11904, the CAS Court Office notified the Parties of the following:

“Article R52 (5) of the Code [...] provides that “Where a party files a statement of appeal in connection with a decision which is the subject of a pending appeal before CAS, the President of the Panel, or if she/he has not yet been appointed, the President of the Division, may decide, after inviting submissions from the parties, to consolidate the two procedures.” (emphasis added).

The Sole Arbitrator observes that, in the present matter, the Appellant filed an appeal against the decision issued on 15 June 2025 by the LFF Appeals Committee, whereas the proceedings in CAS 2025/A/11904 concern an appeal against a decision issued on 11 October 2025 by the LFF Board of Directors under reference No. 155/2025. Given the lack of identity between these two decisions, the Appellant's request for consolidation is denied.”

IV. SUBMISSIONS OF THE PARTIES

A. The Appellant

73. In Chapter X of its Appeal Brief, entitled “Prayer for relief”, Al-Dhara submitted the following requests:

“ 1. Merits

- 1.1 SET ASIDE the LFF COC Decision 90/2025 and the LFF Appeals committee Decision 48/2025, thus to Annul the 11 April 2025 result, record a 0-3 forfeit against Al-Khums SC, and credit Al-Dhahra with three points;*
- 1.2 Recalculate the 2024/25 standings, confirming Al-Dhahra 8th and Al-Khums in the relegation zone;*
- 1.3 Declare the relegation play-off group void as regards [Al-Dhara] and reinstate Al-Dhahra SC in the 2025/26 Premier League;*
- 1.4 Refer the LFF to FIFA for disciplinary follow-up (Art. 21 FDC / Art. 111 LFF CO-Regs).*
- 1.5 Adopt the expedited timetable proposed in Section IX (operative award by 15 August 2025).*
- 1.6 Order the Respondents, jointly and severally, to bear 100 % of the arbitration costs; to pay all costs of these appeal arbitration proceedings, including a participation towards the legal costs incurred by [Al-Dhara];*

2. Interim & Procedural Measures

- 2.1 Stay immediately COC Decision 90/2025 and Appeals Decision 48/2025 in toto;*

- 2.2 *Provisionally record the 11 April 2025 fixture as a 0-3 forfeit against Al-Khums SC;*
 - 2.3 *Freeze the relegation outcome and maintain Al-Dhara SC in the Premier League roster until the merits are adjudicated (Provisionally reinstate Al-Dhara in the Premier League pending the final award);*
 - 2.4 *Suspend the sporting eligibility of the eight players registered on 18 February 2025 under the embargo;*
 - 2.5 *Adopt the expedited timetable proposed in Section IX (operative award by 15 August 2025).*
 3. *Order the Respondents, jointly and severally, to bear 100 % of the arbitration costs; to pay all costs of these appeal arbitration proceedings, including a participation towards the legal costs incurred by [Al-Dhara];*
 4. *Grant any additional measure the Panel deems necessary to eliminate the irreparable sporting harm caused by the wrongful relegation.”*
74. In various sections of its Appeal Brief, Al-Dhara also submitted additional requests for relief, which were consolidated in the chapter entitled “Ground 4”:

“For these reasons, [Al-Dhara] requests that the Panel Declare all eight registrations of 18 February 2025 null and void; Confirm that the five players used on 11 April 2025 were ineligible; Forfeit the fixture 0-3 against Al-Khums SC under Articles 19 & 21 FDC; Adjust the league table and reinstate Al-Dhara SC; and Refer the LFF to FIFA for disciplinary follow-up owing to its systemic failure to enforce the embargo, contrary to Circular 1843, Article 21 FDC, and Article 111 LFF.”

75. The submissions of Al-Dhara, in essence, may be summarized as follows:

Regarding the registration of players by Al-Khums

- *“[As] of 18 February 2025 - the date on which Al-Khums attempted to register seven domestic players - and as of 11 April 2025 - the date it fielded those players in an official match - the club was indisputably still subject to a comprehensive FIFA registration ban”.*
- *FIFA regulations require players to be electronically registered and assigned a FIFA ID to be eligible. The LFF “has no DTMS and therefore cannot generate a FIFA ID for purely domestic transfers [...]. The five Al-Khums footballers registered on 18 February 2025 were never uploaded to an electronic platform, never assigned a FIFA ID and thus never met the baseline eligibility threshold”. CAS jurisprudence confirms that without compliant electronic registration and a FIFA ID, a player is automatically ineligible regardless of domestic paperwork.*
- *During the Match played on 11 April 2025, Al-Khums fielded five ineligible players. “[Al-Dhara] accordingly sought enforcement of the mandatory*

consequences prescribed under Article 21 of the FIFA Disciplinary Code, Articles 27–28 of the LFF Player Status Regulations, and Article 73 of the LFF Competitions Regulations”.

The failure of the LFF judicial bodies to apply the relevant FIFA and LFF regulations

- As a FIFA member association, the LFF is strictly bound to comply with FIFA regulations and to ensure that its affiliated clubs do the same. In this instance, FIFA regulations, specifically Articles 19 (2) and 21 FDC, require member associations to prevent the registration of player during a registration ban until it is formally lifted, and impose a 0–3 forfeit and a fine if such players participate in a match. By approving Al-Khums’ player registrations despite an active FIFA ban, the LFF breached its obligations as a FIFA member association, automatically triggered the mandatory sporting sanctions, and exposed itself to regulatory and disciplinary consequences.
- In addition to violating FIFA regulations, Al-Khums’ fielding of ineligible players breached the LFF’s own regulatory framework, *i.e.* Article 28 of the LFF Player Status Regulations, Article 73 of the LFF Competitions Organizing List and Articles 3, 4 and 8 of the LFF Protest and Appeals Regulations. The LFF was obliged to disqualify the players or sanction their participation in accordance with its regulations. Its inaction directly resulted in Al-Dhara’s sporting harm.
- Both the LFF Competition Organizing Committee and the LFF Appeals Committee issued their respective decision late and in breach of the applicable procedural deadlines, resulting in a violation of Al-Dhara’s right to be heard and irreparable harm. As a matter of fact, while Al-Khums was allowed to remain in the LFF Premier League, Al-Dhara was forced to endure unnecessary playoff matches, fatigue, and reputational damage. The excessive delay in issuing both decisions renders them invalid.
- The decision adopted by LFF Board of Directors on 11 October 2025 confirms that serious registration violations occurred and materially harmed Al-Dhara. This constitutes a formal admission by the LFF governing body that directly supports Al-Dhara’s claims.

The decisions rendered by the LFF judicial bodies were incorrect

- Due to the fielding of ineligible players by Al-Khums during the Match played on 11 April 2025, the applicable regulations required the result to be overturned in Al-Dhara’s favor. The LFF Competition Organizing Committee failed to apply this mandatory sanction, despite not disputing the relevant facts. The failure of the LFF Competition Organizing Committee “*to act within the prescribed timeframe, combined with its refusal to enforce the clear provisions of Article 73, triggered a sequence of harmful consequences. It allowed Al-Khoms SC to retain three illegitimate points and wrongfully sent Al-Dhara SC into the relegation group. This breakdown of procedural and regulatory integrity forms the first direct cause of the irreparable harm the Appellant now seeks to remedy through this appeal.*”

- Likewise, the Appealed Decision improperly relies on unverifiable statements from the LFF’s TMS Manager, on *“an erroneous presumption of FIFA acquiescence”* and on internal circulars that lack legal and technical validity. Additionally, the LFF Appeals Committee failed to address Al-Dhara’s arguments as well as Article 19 FDC *“which dictates an automatic 0-3 forfeit (plus a CHF 6 000 minimum fine) once an ineligible player participates post-protest. Instead, it invoked Article 54 LFF Disciplinary Regulations, a rule that targets violent conduct and ITC-free foreign players—categories wholly irrelevant to the facts”*. The LFF Appeals Committee also ignored missing but necessary evidence that is required by the applicable regulations and misinterpreted FIFA’s letter of 18 February 2025 in the context of the case under reference Ref. No. FDD-18639 opposing Al-Khums to Mr Lagos Kunga Kinzimbi. It falsely took the view that this document lifted the registration ban nationally, whereas FIFA’s letter confirms that the lifting applied only to the specific situation of Mr Lagos Kunga Kinzimbi and that the overall registration ban remained in force. Moreover, the Appealed Decision is inconsistent, as it acknowledges that Al-Khums remained subject to a registration ban while simultaneously asserting that player registrations were validly completed. *“In summary, the Appeals Committee’s decision is procedurally flawed, factually unsupported, and legally untenable. Its reliance on unverifiable internal correspondence, misinterpretation of FIFA communications, and disregard for DTMS infrastructure failures render Decision No. 48/2025 both invalid and prejudicial”*.
- *“Despite the clear regulatory breach, the LFF judicial bodies failed to apply the required sanction of match forfeiture and delayed adjudication until [Al-Dhara] had already completed nearly all matches in the relegation playoff phase. As a result, [Al-Dhara] was wrongfully forced into the relegation group and ultimately relegated, despite having earned a corrected point total that would have secured its Premier League status. These procedural and regulatory failures caused irreparable sporting, financial, and reputational harm to [Al-Dhara], who was denied its right to regulatory protection and timely redress.”*

The LFF 2024/2025 Premiere League standings must be adjusted

- *“Once the mandatory 0-3 forfeit is inserted in place of the tainted result, Al-Dhara SC rises from 15 to 18 points in the regular-season table (leap-frogging Al-Khums, which falls from 16 to 13), thereby finishing clear of the relegation zone and avoiding the playoff group entirely, whereas Al-Khums is the club that must contest survival. [...] Nevertheless, because the forfeit was never executed, Al-Dhara was obliged to contest the relegation mini-group. [...] Moreover, relegation inflicted an immediate, multidimensional blow that cannot be repaired by money. Top-flight broadcast revenue disappeared overnight; flagship sponsorships were terminated or renegotiated on inferior terms; and municipal grants linked to Premier-League status evaporated. At the same time, first-team and academy contracts triggered automatic salary-reduction and release clauses, draining talent and eroding long-term sporting capacity.”*

The Appeal is not moot

- Al-Dhara “*rejects the assertion that Requests for Relief 1.1 to 1.5 have become moot. The contested decisions remain in force, the match result of 11 April 2025 has not been corrected, and no mandatory sanctions have been imposed. The LFF’s unilateral decision lacks legal effect and fails to implement the measures required by FIFA Circular 1843, Article 21 FDC, or Article 73 LFF Regulations. Request 2 (interim relief) also remains relevant, as the sporting harm materialized and must now be addressed through final relief. Request 3 (legal costs) and Request 1.6 (arbitration costs) are distinct and not duplicative. Request 4 remains appropriate, as the Panel retains full discretion to grant supplementary relief under Article R57*”.

The LFF must be referred to FIFA Disciplinary bodies for consideration

- The LFF’s multiple procedural and regulatory failures, including the non-enforcement of the FIFA registration ban, justify disciplinary referral to FIFA.

B. The Respondents

1.- The LFF

76. Although duly invited by the CAS Court Office, the LFF did not file an Answer to the Appeal Brief.

2.- Al-Khums

77. In its Answer, Al-Khums submitted the following requests for relief:

“For all the reasons set out above—relating to admissibility, mootness, the absence of proven damage, the factual and regulatory assessment, proportionality, institutional responsibility, and overall sporting fairness—the Second Respondent, Al-Khums Sport, Cultural and Social Club, respectfully submits the following Requests for Relief:

Primarily

[...] To declare the appeal filed by Al-Dahra Club in CAS 2025/A/11619 inadmissible for lack of any subsisting legal interest (loss of object / mootness);

Alternatively and subsidiarily

[...] To dismiss the appeal on the merits as unfounded;

[...] To confirm LFF Decision No. 90/2025 (Competitions Committee);

[...] To confirm LFF Decision No. 48/2025 (Appeals Committee);

[...] To confirm the sporting result of the match played on 11 April 2025 between Al-Dahra and Al-Khums;

In any event

[...] To order the Appellant to contribute fairly to the legal costs and expenses of Al-Khums, in an amount to be determined by the Panel.”

78. AL-Khums’ submissions, in essence, may be summarized as follows:

The players were registered by Al-Khums with the approval of the competent LFF bodies

- On the basis of FIFA official letter of 10 February 2025, of the LFF Circular Letter of 18 February 2025 and following direct consultations with the LFF registration officials, Al-Khums “*reasonably understood [...] that the necessary conditions authorizing the registration of certain players had been met.*” Accordingly, Al-Khums, acting in full good faith and with complete transparency, registered new players on 18 February 2025, with no malicious intent whatsoever. “[Al-Dhara] *has provided no document from FIFA confirming the existence of a global ban applicable on 18 February 2025. Its theory rests on speculative inferences, not on concrete evidence*”.
- “*Importantly, the Appeals Committee confirmed that: • the LFF TMS officer examined the registration records; • the Player Status and Transfers Committee was consulted; • the registrations appeared valid based on the documents available at the time. [...] At no point did any LFF body attribute any form of misconduct or regulatory breach to Al-Khums*”.
- During these arbitration proceedings, the LFF confirmed that the decision adopted by its Board of Directors on 11 October 2025 was taken as a consequence of an internal administrative oversight, and that no responsibility was attributed to Al-Khums. “*The LFF’s explicit admission confirms that: • any irregularity was institutional, not club-related; • Decision [of 11 October 2025] was corrective—not punitive; and • Al-Khums acted at all times in reliance on LFF-authorized procedures. [...] Assigning responsibility to Al-Khums would therefore contradict the LFF’s own findings and undermine the principle of legal certainty.*”

A forfeit of the Match played on 11 April 2025 would be unjust and disproportionate

- In light of the decision adopted by the LFF Board of Directors on 11 October 2025, given that there is no evidence of any regulatory breach, negligence or fault by Al-Khums, and all player registrations were expressly validated by the competent authority of the LFF, there is no reason to impose a forfeit of the Match played on 11 April 2025 upon Al-Khums. “[A] *forfeit would serve no remedial or protective function. It would operate purely as a punitive sanction divorced from any outstanding harm or proven wrongdoing.*”
- A forfeit of the Match played on 11 April 2025, “*would inflict severe and wholly unjustified prejudice upon Al-Khums. A forfeit or retrospective alteration of the result would: • erase a result earned on the field of play; • distort the historical league standings; • inflict reputational damage on Al-Khums; and • impose negative sporting consequences despite the absence of any proven wrongdoing by*

the Club". The balance of interests clearly supports maintaining the result of the match played on 11 April 2025.

The litigious situation has not caused any harm to Al-Dhara

- By Order issued on 21 August 2025, the President of the CAS Appeals Division dismissed the application for Provisional Measures filed by Al-Dhara. She found that Al-Dhara had failed to demonstrate irreparable harm. In particular, the alleged loss of sporting opportunities and elite recruitment was deemed speculative, reputational harm was unsupported by evidence, and financial harm was not considered irreparable under established CAS jurisprudence. *"This finding is crucial: it constituted a formal judicial assessment that Al-Dahra had not suffered any proven harm, even before the domestic corrective decision reinstated it in the Premier League."*

Al-Dhara's appeal is moot

- As a consequence of the decision issued on 11 October 2025 by the LFF Board of Directors, Al-Dhara was reinstated in the LFF Premier League and its full sporting status was restored. This decision eliminated the very harm underlying Al-Dhara's appeal before the CAS. Al-Dhara has no present and concrete legal interest in pursuing the appeal, which has become moot. *"As a result, the core harm invoked by [Al-Dhara] – relegation from the Premier League – has been fully and definitively remedied at domestic level. There is no remaining threat of relegation, no exclusion from the top division, and no loss of the competitive rights attached to Premier League status [...]. In these circumstances, [Al-Dhara] no longer derives any concrete or practical benefit from a CAS award. It already enjoys: • full participation in the Premier League; and • the same sporting rights as all other top-tier clubs for the 2025/2026 season"*.
- It is well established in CAS case law that, once the object of an appeal disappears in the course of the arbitration proceedings, the appeal becomes moot and must be dismissed without entering into the merits.
- *"Even leaving aside the formal notion of mootness, CAS will only intervene where its award can still produce a concrete and useful effect on the legal or sporting position of the appellant. This requirement, which flows from the general concept of legal interest under Swiss law, is also reflected in CAS practice: an appeal must seek a remedy that can still change the appellant's situation in a meaningful way. [...]. In the present case, however, no CAS award can place Al-Dahra in a better position than the one it already enjoys."*
- Any retroactive modification of match results or standings would not benefit Al-Dhara in any practical way, and would serve only a symbolic or punitive purpose against Al-Khums. According to Swiss procedural law, proceedings cannot be maintained for purely punitive or abstract reasons once the claimant's situation has been fully regularised. *"On this ground as well, the appeal must be declared inadmissible."*

- Al-Dhara has been granted exactly what it sought: reinstatement in the Premier League. *“To allow it, in addition, to obtain a 3–0 forfeit, a retrospective recalculation of standings or other punitive measures against Al-Khums would amount to a second layer of redress for the same alleged sporting harm. Such a result would be incompatible with Swiss legal doctrine and with the fundamental idea that remedies must be proportionate and non-duplicative.”* In addition, *“insisting on continuing the proceedings solely to seek punitive consequences for another club appears difficult to reconcile with the standard of good faith expected in Swiss law and CAS practice.”*

V. JURISDICTION

79. Article R47 (1) of the Code provides as follows:

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

80. According to Article 64 (3) of the applicable LFF Statutes, *“Decisions issued by the Appeal Committee may only be referred to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the provisions of these Statutes”*.

81. It follows that the CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

82. 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”.

83. In the absence of a time limit to appeal set forth in the LFF Statutes, the appeal was filed within the default deadline of 21 days set by Article R49 of the CAS Code.

84. It complied with all other requirements of Articles R48 and R49 of the Code, including the payment of the CAS Court Office fee.

85. The question arises whether an appeal that has lost its object remains admissible or becomes inadmissible. According to the Swiss federal tribunal (the “SFT”), the appellant must have a legally protected interest in the annulment of the litigious decision. A legally protected interest consists of the practical benefit that the annulment of the decision would bring to the appellant, by preventing him from suffering harm of an economic, ideal,

material or other nature caused by the contested decision (Decision of the SFT 137 II 40, para. 2.3). The interest must be current, meaning it must exist not only at the time the appeal is filed but also at the time the judgment is rendered (Decisions of the SFT 137 I 296, para. 4.2; 137 II 40, para. 2.1, p. 41). The SFT will declare an appeal inadmissible if the legally protected interest is lacking at the time the appeal is lodged. However, if this interest ceases to exist during the course of proceedings, the appeal becomes moot (Decision of the SFT 137 I 23, para. 1.3.1).

86. In the present case, the Appeal was filed on 26 July 2025. At that time, the Appealed Decision confirmed that the result of the Match played on 11 April 2025 was to be upheld, which resulted in the relegation of Al-Dhara. It was only by the subsequent decision issued by the LFF Board of Directors on 11 October 2025 that Al-Dhara was reinstated in the LFF Premier League. In other words, at the time of its filing, the Appeal fulfilled all the requirements of admissibility and only potentially became moot at a later stage.
87. In these circumstances, the Sole Arbitrator finds that the Appeal is admissible. The question of whether the Appeal has subsequently become devoid of purpose will be addressed at a later stage.

VII. APPLICABLE LAW

88. Article R58 of the Code provides as follows:

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

89. In the absence of any rules of law chosen by the parties, the LFF Statutes and regulations shall apply primarily, and Libyan law subsidiary, as this is the law of the country in which the LFF Appeals Committee is domiciled.

VIII. PRELIMINARY PROCEDURAL MATTERS

A. *The unsolicited new submissions, evidence and requests for relief filed by Al-Dhara during the present arbitration proceedings*

90. Article R56 (1) of the Code states the following:

“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer”.

91. The Appeal Brief was submitted on 26 July 2025.
92. On 15 August, 18 August, 19 August, 28 August, 1 September, 1 October, 6 October, 13 October, 28 October and 25 November 2025, Al-Dhara filed spontaneously numerous new submissions, evidence and requests for relief before the CAS (the “New Elements”).
93. Al-Khums never gave its consent to these New Elements, which were submitted in an unsolicited manner. On the contrary, in a letter dated 25 November 2025, it complained about Al-Dhara’s conduct and requested that the matter be decided solely on the basis of the Appeal Brief and the Answer.
94. Consequently, pursuant to Article R56 of the Code and in the absence of exceptional circumstances, save for Al-Dhara’s answers to the questions expressly put by the Sole Arbitrator, the New Elements presented by the latter club in an unsolicited manner were excluded from the proceedings and the Sole Arbitrator declined to take them into account in his decision.

B. The Answer filed by Al-Khums

95. On 6 August 2025, the CAS Court Office acknowledged receipt of Al-Dhara’s Appeal Brief and granted the Respondents twenty days to file their Answer. At the expiry of this time limit, none of the Respondents had filed an answer.
96. On 6 October 2025, Al-Khums formally requested that it be granted a time limit to file its Answer.
97. The Sole Arbitrator decided to accept Al-Khums’ request on the basis of the following elements:
 - In its Statement of Appeal, Al-Dhara provided the wrong email (alkhomsc@gmail.com) and physical address of Al-Khums.
 - On 14 August 2025, the CAS Court Office informed the Parties that, according to DHL, Al-Khums’ address was not valid and that service at that address was impossible.
 - It was only on 15 August 2025 that Al-Dhara provided Al-Khums’ correct email address (clubalkhoms@gmail.com) after having contacted the LFF the day before. In other words, Al-Dhara could have obtained the correct address at the very beginning of the proceedings if it had contacted the LFF then.
 - On 18 August 2025, the CAS Court Office sent correspondence to Al-Khums at the correct address and granted it a one-day deadline to comment on the expedited procedure.
 - On 19 August 2025, Al-Khums replied within the prescribed deadline and confirmed that it had not received anything prior to 18 August 2025. None of the other Parties to the proceedings adduced evidence to the contrary.

- On 20 August 2025, the CAS Court Office set a deadline for Al-Khums to comment on the language of the proceedings.
 - On 21 August 2025, Al-Khums submitted its position on the language of the proceedings.
 - On 23 August 2025, Al-Khums pointed out that it had only taken part in the proceedings late due to Al-Dhara's fault in providing its right address. It contested any reproach against it for a possible lack of determination and requested to be given the opportunity to state its position on the composition of the panel and on the payment of the advance of costs, which was granted with a deadline of 27 August 2025.
 - On 27 August 2025, Al-Khums submitted its position, but its letter was temporarily misplaced at the CAS Court Office. In that letter, Al-Khums expressed its agreement to a panel composed of a sole arbitrator and requested that its time limit to file its Answer be postponed until the date on which Al-Dhara paid its advance on costs.
 - On 30 September 2025, the CAS Court Office confirmed to the Parties the full payment of the advance of costs in connection with the present matter.
 - It was only on 3 October 2025 that the CAS Court Office acknowledged receipt of Al-Khums' letter of 27 August 2025.
98. In light of the foregoing, the Sole Arbitrator comes to the conclusion that, due to Al-Dhara's fault, Al-Khums was included late in these arbitration proceedings, which created procedural confusion. As soon as its address was properly communicated, Al-Khums always responded within the prescribed deadlines. In this regard, from the moment it received the correspondence of the CAS Court Office until 16 October 2025, no deadline was ever set for Al-Khums to file its Answer. Furthermore, in accordance with Article R55 (3) of the Code, via its letter of 27 August 2025, Al-Khums requested the right to file its Answer after payment of the costs by Al-Dhara. This letter was filed within the deadline set by the CAS Court Office but was only acknowledged on 3 October 2025, *i.e.* after the advance of costs had been paid by Al-Dhara. On 3 October 2025, the CAS Court Office informed the Parties that it would be "*for the Sole Arbitrator, once constituted, to determine whether [Al-Khums] is entitled to file an answer.*"
99. The Sole Arbitrator concluded that the facts set out above demonstrate that Al-Khums was not at fault for its late participation in the proceedings or for the late consideration of the request submitted in its letter of 27 August 2025. These circumstances constitute exceptional circumstances within the meaning of Article R56 (1) of the Code, thereby authorising the Sole Arbitrator to admit the Answer filed by Al-Khums on 15 November 2025.

C. The Holding of a hearing

100. The Code does not grant the Parties a right to a hearing (CAS 2024/A/10325 para. 111; CAS 2019/A/6463 & CAS 2019/A/ 6464 para. 93). In accordance with Article R44.2 (8) of the Code, which applies to the Appeal Arbitration Procedure by virtue of the reference in Article R57, “*After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.*” In other words and after consulting with the Parties and if he considers to be sufficiently well informed, the Sole Arbitrator has the discretion not to hold a hearing at all.
101. A decision not to hold a hearing does not constitute, as such, a violation of the Parties’ right to be heard. Such a right, as guaranteed by Article 29 (2) the Swiss federal Constitution (“Cst”), includes, in particular, the right for the concerned party to comment on relevant elements before a decision is made affecting his/her legal situation, to have access to the file, to present relevant evidence, to have his/her offers of relevant evidence considered, to participate in the administration of essential evidence, or at the very least, to comment on its result when it is likely to influence the decision to be made. However, Article 29 (2) Cst. does not grant the right to be heard orally, nor the right to have witnesses examined (Decision of the Swiss Federal Tribunal 1C_265/2024 of 20 September 2024 para. 4.1 and numerous references).
102. In the present case, on 25 November 2025, Al-Khums confirmed to the CAS Court Office that it preferred for the matter to be decided solely on the basis of the Parties’ written submissions, whereas Al-Dhara requested a hearing. The LFF remained silent on the subject matter.
103. In its Appeal Brief, Al-Dhara did not request the examination of any witness. Moreover, by communications dated 14 October 2025 and 16 October 2025 and on behalf of the Sole Arbitrator, questions were addressed to Al-Dhara, which was given the opportunity to respond and, consequently, to fully exercise its right to be heard. This applies in particular to the potential consequences arising from the decision rendered on 11 October 2025 by the LFF Board of Directors, on which Al-Dhara was expressly invited to comment.
104. Considering the above, the Sole Arbitrator found that a hearing was unnecessary and would merely result in additional costs for the losing party.

IX. THE MERITS

105. It is undisputed that Al-Dhara was reinstated in the LFF 2025/2026 Premiere League following the decision issued on 11 October 2025 by the LFF Board of Directors. Yet, Al-Dhara claims that its Appeal has not become moot as the result of the match played on 11 April 2025 remains unchanged and no mandatory sanctions have been applied.
106. In its written submissions, Al-Dhara places great emphasis on the fielding by Al-Khums of allegedly ineligible players during the Match of 11 April 2025. However, even assuming that such players were indeed ineligible, this would not affect the outcome of

the present case. Accordingly, the question whether any of the players fielded by Al-Khums during the Match played on 11 April 2025 will not be examined. As a consequence, the issues to be addressed by the Sole Arbitrator are:

- A. Assuming that Al-Khums fielded ineligible players during the Match played on 11 April 2025, what would be the consequences?
 - B. Which regulations are applicable to the protest lodged by Al-Dhara and what are the consequences thereof?
 - C. What relief did Al-Dhara actually seek through its Protest?
- A. *Assuming that Al-Khums fielded ineligible players during the Match played on 11 April 2025, what would be the consequences?***

107. On the assumption that Al-Khums fielded ineligible players during the Match played on 11 April 2025, the issue arises as to the content of the applicable LFF regulations and the extent to which any regulatory gaps must be supplemented by FIFA regulations.
108. Al-Dhara submits that the fielding of ineligible players is sanctioned not only under Articles 28 of the LFF Player Status Regulations and Article 73 of the LFF Competition Organizing List, but also under Articles 19 and 21 FDC. Al-Dhara alleges that, where FIFA regulations are of a mandatory nature, a relationship of subordination exists between FIFA regulations and the national regulations adopted by the LFF. On that basis, Al-Dhara argues that national regulations must be interpreted and applied in conformity with FIFA regulations and may not contradict them.
109. With respect to the LFF regulations, Al-Dhara claims that Article 28 of the LFF Player Status Regulations defines “*strict requirements for lawful player participation in official competitions*” and Article 73 of the LFF Competitions Organizing List requires “*the result to be reversed in favor of Al-Dhara for fielding ineligible players.*” According to Al-Dhara, Article 73 of the LFF Competitions Organizing List mirrors at a domestic level Article 19 FDC.
110. Article 28 of the LFF Player Status Regulations states the following:
- “If the player is not registered with the Federation and participates in an official match, his participation is illegal, and disciplinary sanctions shall apply to the player, the club, or both.”*
111. Article 73 of the LFF Competitions Organizing List reads as follows:
- “The club is responsible for the accuracy of the data it provides about its players upon their registration, and if it is proven that a club fielded a player with its team in any official match, his registration is incorrect in violation of the provisions of the regulations on the status of players and their transfers and the decisions and instructions supplementing them,*

Or he fielded a player in violation of the age requirement, or under an assumed name or in the capacity of another player, or without obtaining a written release on the form prepared for that purpose, or without submitting the international transfer certificate for the player coming from abroad, or after the end of the contract period specified in the officially approved contract, or after terminating his contract for the professional player, or After the end of his loan period, or if he is registered with another football federation, the penalties stipulated in the sanctions list will be applied to him.”

112. It appears that neither Article 28 of the LFF Player Status Regulations or Article 73 of the LFF Competitions Organizing List include the automatic forfeiture of a match when ineligible players are fielded. These provisions merely confirm that a disciplinary sanction must be imposed, without specifying which one. Reference is made to the “*sanctions list*”, which in turn refers to the LFF Regulations on Disciplinary Penalties. Article 9 of those Regulations appears to set out an exhaustive list of the applicable sanctions, including “*losing the match*” (Article 9 (8)). Articles 54, 57, 61, 62 and 63 of the LFF Regulations on Disciplinary Penalties expressly provide for the infringements that entail the automatic forfeiture of a match. The fielding of ineligible players is not among them.
113. Under these circumstances, Al-Dhara claims that Article 19 (2) FDC should apply, subsidiarily. According to this provision “*If a player fielded in a match is declared ineligible following a protest, the team to which the player belongs will be sanctioned by forfeiting the match and paying a minimum fine of CHF 6,000. The player may also be sanctioned*”.
114. The Sole Arbitrator notes that the Match played on 11 April 2025 was disputed between two clubs affiliated to the same federation in a national competition and therefore constitutes a purely domestic matter, to which only the LFF Regulations were applied. This is apparent from both the decision issued on 16 April 2025 by the LFF Competition Organizing Committee and in the Appealed Decision, where the judicial bodies list the national provisions on which they based their findings. FIFA regulations are never mentioned in these decisions. In light of the foregoing, the Sole Arbitrator shares the position expressed in the consistent jurisprudence of the CAS (CAS 2012/A/2900 para. 86 and 88):

“Nevertheless, even if the [Regulations of the national federation] were not in compliance with mandatory provisions of the FIFA Disciplinary Code, it is consistent CAS jurisprudence that CAS does not have a general power to review the validity of national regulations in case of non-compliance of a national association with mandatory provisions of FIFA. In another CAS award, a Panel clarified that ‘CAS panels do not have a general power to review the validity of regulations’. This ‘does not prevent them to take into account issues regarding the validity of regulations in the context, and for the purpose of the review of their application in a particular case. Thus for example, a CAS Panel is perfectly entitled, and in fact bound not to apply regulations which would be contradictory with fundamental principles of law or contradictory to regulations of ‘higher rank’ (to the extent and subject to the fact that such are effectively applicable, see below)

when it reviews their application in a particular case’ (CAS 2009/A/1889, §77-78).[...]

The same CAS Panel continued as follows: ‘The FIFA rules are not, ipso facto, directly applicable at the level of a national federation. This can only be the case if they are incorporated by the national federation rules in one way or the other. Indeed, FIFA regulations do not constitute imperative State Law but private regulations which apply based on a contractual or similar basis. In the absence of a corresponding mechanism of incorporation enshrined in the regulations of the concerned national federation, the fact that national federation regulations can be in contradiction with FIFA rules does not therefore imply that such are to be automatically considered as null and void or ineffective. [...] It follows from the above that the application of the [national] regulations at domestic level is not affected by the fact that such may be contrary to FIFA regulations’ (CAS 2009/A/1889, §146-149, with further references for a confirming precedent in the field of doping rules to: CAS 2008/A/1576 and CAS 2008/A/1628). In another matter before CAS dealing with non-compliance of a national association with the FIFA Statutes it was held by a CAS Panel that “FIFA has the authority to impose sanctions on the Federation in question but there is no automatic modification of the national Federation’s Statutes due to such non-compliance’ (CAS 2008/A/1600, §5.19)”.

115. Likewise, the Sole Arbitrator fully adheres with the findings of another CAS Panel (CAS 2014/A/3276 para. 114 to 116, which held that “[by] referring to the application of the FIFA Disciplinary Code, as well as the regulations of CAF, the Appellant seems to imply that these rules are directly applicable to the case at hand. The Panel considers that this approach is erroneous. Indeed, in the context of international football, the National Federations [...] and their members [...] have certainly the general obligation to respect the regulations of their supervisory bodies (such as CAF and FIFA [...]), but this does not mean that all the regulations implemented by these bodies are directly applicable to the National Federations and their members. On the contrary, FIFA leaves a certain discretion to the National Federations to deal with their affairs, in particular with regard to the purely national matters. [...] It is true that certain provisions of the FIFA regulations have to be included without modification in the National Federations’ regulations. [In such a situation], the National Federation in question would still have to implement such FIFA binding provisions in its own regulations in order for it to be applicable at national level (see CAS 2008/A/1576 & 1628, par. 74 et seq.)”
116. In view of the above, Al-Dhara’s argument insofar as it seeks the direct application of 19 (2) FDC is to be rejected.
117. It can therefore be concluded that, at national level, where ineligible players are fielded in a match, no automatic forfeit is provided for by the LFF Regulations. As the present dispute is a purely domestic matter, there is no reason to replace this approach with the one provided for in Article 19 (2) FDC.
118. In short, and in the absence of any provisions of the LFF Regulations providing otherwise, the mere fact that Al-Khums may have fielded potentially ineligible players during the

Match played on 11 April 2025 does not, in itself, automatically justify a reversal of the match result in favor of Al-Dhara. Consequently, Al-Dhara cannot derive from this circumstance any automatic or vested right to a modification of the result. The decision of the LFF Competition Organizing Committee and of the LFF Appeals Committee to uphold the result of the match played on 11 April 2025 does not violate a mandatory provision of the LFF Regulations.

B. Which regulations are applicable to the Protest lodged by Al-Dhara and what are the legal consequences thereof?

119. As an initial matter, the Sole Arbitrator notes that Al-Dhara complains that both the LFF Competition Organizing Committee and the LFF Appeals Committee failed to comply with the deadlines imposed by the LFF regulations. According to Al-Dhara, their respective decisions were rendered late and in breach of the applicable procedural deadlines, resulting in a violation of its right to be heard and causing irreparable harm.
120. Pursuant to Article R57 of the Code, the Sole Arbitrator is vested with the power to review the facts and the law of the matter at stake *de novo*. As such and in accordance with well-established CAS jurisprudence, any procedural flaws that may have occurred in the previous instance may be remedied before the CAS (CAS 2024/A/10325 para. 123; CAS 2020/A/7567 para. 64; CAS 2016/A/4704; cf. Mavromati/Reeb, *The Code of the Court of Arbitration for Sport, Commentary Cases and Materials*, Second Edition 2015, comment under Article R57, paras. 22-29, pp. 563-566).
121. On this basis, the Sole Arbitrator can only conclude that the alleged violation of Al-Dhara's right to be heard at the level of the LFF has been cured by these arbitration proceedings. Al-Dhara was given the opportunity to file its submissions and respond to the questions posed by the Sole Arbitrator. As a consequence, the Sole Arbitrator determines that any potential infringement of Al-Dhara's procedural rights in the previous instance is rectified within these arbitration proceedings.
122. It is recalled that according to Article R57 of the Code, a CAS panel has full power to review the facts and the law. The mandate of the CAS panel, however, is limited to the matter in dispute before the previous instance. Furthermore, the mandate of the CAS panel cannot exceed the authority of the previous instance. Thus, if the first instance was not authorized to adjudicate all of one party's claims, also the powers of the CAS panel are limited in that respect (CAS 2021/A/8321).
123. In the present arbitration proceedings and at the request of the Sole Arbitrator, Al-Dhara confirmed that the Protest filed in support of its Appeal Brief (Exhibit C-7) was complete and that its content had not been supplemented by any subsequent submissions or additional requests for relief before the LFF Competition Organizing Committee.
124. In its Protest lodged with the "*Head of Competitions Committee at the [LFF]*", Al-Dhara exclusively a) "*submit this complaint against the participation of [five players whose first and last names as well as jersey number was identified]* and b) stated "*This is because their registration was not valid during the period in which Al-Khums Club was banned from registration by FIFA.*"

125. In its Protest, Al-Dhara does not rely on any regulatory provision, draws no conclusions as to the consequences sought and, in particular, does not request either that sanctions be imposed on Al-Khums or its players or that the result of the Match played on 11 April 2025 be reversed in its favour. In the present arbitration proceedings, Al-Dhara did not file a copy of the appeal it lodged before the LFF Appeals Committee, thereby preventing any assessment of the claims and arguments it submitted before that body.
126. However, in both the decision issued on 16 April 2025 by the LFF Competition Organizing Committee and in the Appealed Decision, the LFF judicial bodies exclusively confirmed that the result of the Match played on 11 April 2025 was upheld. It can therefore be inferred that, at the level of the LFF, the disputed issue was whether the result of the Match played on 11 April 2025 was to be awarded to Al-Dhara. At no time before the judicial bodies of the LFF did Al-Dhara seek the disciplinary sanctioning of Al-Khums or any of its players. Moreover, the disciplinary aspect was neither examined nor taken into account by the LFF Competition Organizing Committee, nor by the LFF Appeals Committee.
127. Al-Dhara is correct when it claims that Article 28 of the LFF Player Status Regulations and Article 73 of the LFF Competitions Organizing List provide that disciplinary sanctions must be imposed on both the player and the club involved in the fielding of ineligible players.
128. The proceedings initiated before the LFF Competition Organizing Committee were strictly and exclusively limited to the Protest lodged by Al-Dhara. As such, they were governed solely by the procedural framework set out in the LFF Protests and Appeals Regulations.
129. This procedural avenue is clearly distinct from any disciplinary proceedings that might arise from the same factual circumstances. Disciplinary proceedings are governed by the Regulations on Disciplinary Penalties and fall within the exclusive jurisdiction of the Disciplinary and Ethics Committee, pursuant to Article 63 of the LFF Statutes.
130. In light of the Protest, the matter before the LFF Competition Organizing Committee and the LFF Appeals Committee was strictly limited to determining whether the result of the Match played on 11 April 2025 should be overturned in favour of Al-Dhara. It did not extend to the imposition of any disciplinary sanctions on Al-Khums or its players. Furthermore, the LFF Competition Organizing Committee which dealt with the Protest was neither competent nor empowered to impose disciplinary sanctions, nor to substitute itself for the Disciplinary and Ethics Committee in assessing or enforcing such penalties.
131. Accordingly, the existence, absence, or potential outcome of any disciplinary proceedings against Al-Khums or any of its players lay outside the scope of the Protest and was irrelevant to the matters submitted to the LFF Competition Organizing Committee by Al-Dhara. The Protest was strictly limited to the alleged sporting consequences arising from the match in question and did not include any request for disciplinary sanctions or for the annulment of the registration of any of Al-Khums' players.

132. In this context, it is well established that an appellate or arbitral body may not review issues that were neither raised nor decided at first instance. The power or review of the Sole Arbitrator is therefore circumscribed by the subject matter of the proceedings as defined before the LFF Competition Organizing Committee and Appeals Committee.
133. The arguments and requests for relief submitted by Al-Dhara regarding the imposition of disciplinary sanctions on Al-Khums or its players, or the invalidation of certain players' registrations, are rejected in their entirety without further consideration.
134. The same conclusion applies to Al-Dhara's allegations directed against the LFF concerning its alleged failure to comply with the transfer ban imposed by FIFA and, by extension, the claim that the LFF should be sanctioned for non-compliance with FIFA's decisions pursuant to Article 21 FDC.

C. *What relief did Al-Dhara actually seek through its Protest?*

135. According to CAS constant case law, in appeal arbitration procedures, a reasonable legal interest is a condition for access to justice. A court shall only be bothered to decide the merits of a request, if the appellant has a sufficient legal interest in the outcome of the decision (CAS 2022/A/8737, para. 80; CAS 2021/A/8427 para. 118; CAS 2016/A/4602 para. 48). This is deemed to be the case if the appellant is factually and directly affected by the appealed decision in a fashion that can be eliminated by its annulment (CAS 2024/A/10449 para. 131). According to CAS case law, "*an appellant has to demonstrate that he or she is sufficiently affected by the appealed decision and has a tangible interest, of financial or sporting nature, at stake*" (CAS 2013/A/3140). The legal interest must already exist at the time an appeal is filed and must still exist when the judgment is issued (CAS 2022/A/8737).
136. The Sole Arbitrator reaffirms the principle established by CAS constant case law, according to which "[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. [...] The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence." (CAS 2021/A/7694; para. 112; CAS 2016/A/4441).
137. The chronology of the relevant events is as follows:
- 11 April 2025, the match between Al-Dhara and Al-Khums took place;
 - 12 April 2025, the Protest was filed;
 - 16 April 2025, the LFF Competition Organizing Committee issued its decision in relation to the Protest;
 - 17 April 2025, Al-Dhara filed its appeal before the LFF Appeals Committee;
 - 11 May 2025, Al-Dhara disputed its first out of six matches in the relegation "play-out" stage, in an attempt to retain its place in the LFF Premiere League;

- 5 July 2025, Al-Dhara was notified of the Appealed Decision;
 - 6 July 2025, Al-Dhara disputed and lost its last match played in the relegation “play-out” stage and finished last in its group and failed to avoid relegation;
 - 26 July 2025, Al-Dhara lodged its Statement of Appeal with the CAS;
 - 11 October 2025, the LFF Board of Directors decided to reinstate Al-Dhara in the LFF 2025/2026 Premiere League.
138. At the time it lodged its Protest on 12 April 2025 and its appeal on 17 April 2025 before the LFF Appeals Committee, Al-Dhara had not yet been formally relegated. Likewise, when it filed its Statement of Appeal before the CAS, the LFF Board of Directors had not yet taken its decision of 11 October 2025 whereby it held that *“Al-Dhahra Sports, Cultural and Social Club shall continue to participate in the Premier League for the 2025/2026 season, maintaining its right as confirmed by the legal correspondence received regarding the administrative violations in player registration and the consequent match results and league standings.”*
139. In other words, at the time it initiated the present arbitration proceedings, Al-Dhara’s sole and concrete legal interest was to obtain the annulment or reversal of the Match played on 11 April 2025, as this was the only means of recovering the three points lost and thereby avoiding relegation.
140. The procedural conduct of Al-Dhara throughout the present arbitration proceedings unequivocally demonstrates that its sole purpose was to secure reinstatement in the LFF Premier League for the 2025/2026 season. To that end, Al-Dhara repeatedly sought to accelerate the proceedings and to obtain interim relief aimed exclusively at preserving or restoring its participation in the LFF Premier League. In particular, it applied for expedited proceedings under Article R52 (4) of the Code, requested provisional and conservatory measures seeking both the stay of the Appealed Decision and its provisional reinstatement in the LFF Premier League, and proposed several “ultra-compressed” procedural timetables designed to ensure that a decision would be rendered before the start of the LFF 2025/2026 Premier League season. Al-Dhara further pressed for the immediate appointment of a sole arbitrator, filed repeated urgent submissions requesting the prompt granting of provisional measures, exerted pressure on the CAS Court Office to advance the payment of costs required for the Sole Arbitrator’s appointment. Taken together, these steps leave no doubt that Al-Dhara’s exclusive objective in pursuing the present arbitration proceedings was to obtain reinstatement in the LFF Premier League and not to pursue confirmation of a victory in the Match played on 11 April 2025 as such. Al-Dhara has not submitted any evidence demonstrating that the loss of the match in question had any financial consequences, reputational harm, or any other adverse impact. In particular, Al-Dhara has failed to demonstrate any legitimate interest in having the match result decided in its favour for reasons other than avoiding relegation.
141. In light of the foregoing, and considering that on 11 October 2025 the LFF Board of Directors decided to reinstate Al-Dhara in the LFF 2025/2026 Premier League, Al-Dhara lost any remaining legal interest in maintaining the present appeal, having obtained the very relief it sought through these arbitration proceedings. Al-Dhara has failed to

demonstrate that it continues to be sufficiently affected by the Appealed Decision or that it retains any tangible legal interest of a sporting or financial nature, which would justify the continuation of the appeal. In the absence of a current, concrete, and practical interest, the appeal has become devoid of purpose and must therefore be dismissed.

D. Conclusion

142. In light of the foregoing and following its reinstatement in the LFF Premier League for the 2025/2026 season, Al-Dhara lost any current and concrete legal interest in pursuing the appeal, which has therefore become moot and must be dismissed.
143. All other claims and further conclusions of the Parties are dismissed.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 26 July 2025 by Al-Dhara Club against the decision rendered on 5 July 2025 by the LFF Appeals Committee is dismissed.
2. The decision rendered on 5 July 2025 by the LFF Appeals Committee is confirmed.
3. (...).
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 13 April 2026

THE COURT OF ARBITRATION FOR SPORT

Patrick Grandjean
Sole Arbitrator