

**CAS 2025/A/11761 Mahamadou Kouyate v. Malian Football Association & AS Real de Bamako**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Dr Vanja Smokvina, Professor of Law in Rijeka, Croatia

**in the arbitration between**

**Mahamadou Kouyate, Bamako, Mali**

Represented by Ms Ariadna Mendoza and Ms Maike Herrlei, Fédération Internationale des Associations de Footballeurs Professionnels (“FIFPRO”), Hoofddorp, The Netherlands

**Appelant**

**and**

**Malian Football Federation (FEMAFOOT), Bamako, Mali**

Represented by Ms. Joëlle Monlouis, Attorney-at-law in Paris, France, and Mr. Jean-Samuel Leuba, Attorney-at-Law in Lausanne, Switzerland

**First Respondent**

**&**

**AS Real de Bamako, Bamako, Mali**

**Second Respondent**

## **I. PARTIES**

1. Mr. Mahamadou Kouyate (the “Appellant”) is Malian professional football player.
2. The Malian Football Federation (“FEMAFOOT”, the “Federation” or the “First Respondent”) is the governing body of football in Mali and is affiliated with the *Confédération Africaine de Football* (“CAF”) and the *Fédération Internationale de Football Association* (“FIFA”).
3. AS Real de Bamako (the “Club” or the “Second Respondent”) is a football club in Mali, which is affiliated with the First Respondent.
4. The First and Second Respondent are collectively referred to as the “Respondents”. The Appellant, the First Respondent and the Second Respondent are hereinafter collectively designated as the “Parties”.

## **II. FACTUAL BACKGROUND**

5. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the hearing held on 26 March 2026. Additional facts and allegations may be set out, where appropriate, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 6 August 2024, the Appellant and the Second Respondent concluded a two-year employment contract valid from 1 September 2024 until the end of the 2025-2026 sports season, i.e. 31 May 2026 (the “Employment Contract”).
7. Pursuant to Article 4 of the Employment Contract, the Player and the Second Respondent agreed that the Second Respondent would pay to the Appellant:
  - CFA 2,200,000 as signing bonus;
  - CFA 200,000 as monthly salary;
  - victory bonuses, in the not specified amount.
8. Pursuant to Article 12 of the Employment Contract:

*“Any dispute relating to the interpretation and execution of this Contract will be settled amicably within ten (10) calendar days and, failing that, will be submitted to the competent bodies governed by the FEMAFOOT regulations and/or, by default, to FIFA.”*

9. On 20 January 2025, in an official letter the Second Respondent informed the Appellant that he had been excluded from the professional squad and was instead instructed to train with the reserve team (the youth team).
10. On 3 February 2025, the Appellant issued a formal notice to the Second Respondent, requesting reinstatement into the professional squad within five (5) days. In his communication, the Appellant claimed that his exclusion was not in accordance with the terms of the Employment Contract and his professional status, called the Second Respondent to respect the Employment Contract obligations and requested a written clarification of the Second Respondent regarding his status.
11. On 4 February 2025, the Second Respondent unilaterally terminated the Employment Contract without any reason and issued an official Certificate of Release.
12. On 5 March 2025, the Appellant contested the unilateral termination of the Employment Contract as abusive and without just cause, called the Second Respondent to pay financial compensation within the next ten (10) days, failing which he would initiate legal proceedings before the competent body of the First Respondent.
13. On the same day, via e-mail the Second Respondent acknowledged receipt of the Appellant's letter and declined the Appellant's demands.
14. On 21 March 2025, the Appellant concluded an employment agreement with the club Gbohloe – Su des Lacs, valid until the end of the 2024/2025 football season.
15. On 14 April 2025, the Appellant lodged a claim against the Club before the FEMAFOOT Dispute Resolution Chamber (*Chambre de Résolution des Litiges de la Fédération Malienne de Football*) in relation to the Club's unilateral termination the Employment Contract without just cause, seeking financial compensation.
16. Due to the First Respondent's lack of response, on 15 May 2025 the Appellant requested an update on the status of the complaint.
17. On 30 June 2025 that First Respondent replied with a letter signed by the Secretary General (the "30 June Letter"), and stated the following:

*"We acknowledge receipt of your correspondence regarding the dispute between Mr Mahamadou Kouyaté, Mali (the 'Player') and Association Sportive Réal de Bamako, Mali (the 'Club').*

*We regret to inform you that this matter does not concern the Malian Football Federation in any way. This case is a contractual dispute between a player and a club. The Malian Football Federation was not involved in any way, either directly or indirectly, in the conclusion of the said contract.*

*We are informing you that you have come to the wrong place, as our Federation has nothing to do with this dispute. As you pointed out in your last email, you are free to bring the case before the CAS or any other court of your choice.*

*In conclusion, we kindly request that you pursue the matter further and leave FEMAFoot out of it.”*

18. On 8 July 2025, the Appellant acknowledged the First Respondent’s position and recalled that under both the Employment Contract and the First Respondent’s Statutes, the Central Players’ Status Committee (*Commission Centrale du Statut du Joueur*, “CCSJ”) has jurisdiction over such disputes. Therefore, the First Respondent was invited, within 15 days, to process the claim, while indicating that in case of refusal or silence, the matter would be brought before CAS, including claims for denial of justice and financial compensation.
19. The First Respondent did not reply to the Appellant’s letter.
20. On 6 August 2025, the Appellant sent a final notice to the First Respondent calling it to process the file and render a decision within 15 days. It was indicated that failure to do so would result in legal action against the First Respondent before CAS for denial of justice, including a claim for financial compensation for harm caused to the Player.
21. The First Respondent did not reply to the Appellant’s letter.
22. The Sole Arbitrator notes that the factual situation is limited to the above. No further documentation has been received from the Parties in the present proceedings.

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

23. On 9 September 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Respondents, pursuant to Article R47 and R48 of the CAS Code of Sports-related Arbitration (2025 edition) (the “CAS Code”). In the Statement of Appeal, the Appellant requested CAS to appoint a Sole Arbitrator and requested that the proceedings be bilingual, in English and French. In case of denial of that request, the Appellant asked the proceedings to be conducted in English with the possibility to provide documents in French without any translation obligations in the interest of cost efficiency.
24. On 11 September 2025, the CAS Court Office acknowledged receipt of the Appellant’s Statement of Appeal and provided a copy to the Respondents.
25. On 24 September 2025, since the Respondents did not accept a bilingual procedure (English and French) within the prescribed time limit, pursuant of the Article R29 of the CAS Code, the CAS Court Office confirmed that all written submissions shall be filed in English, and all exhibits submitted in any other language shall be accompanied with a translation into English.
26. On 25 September 2025, the CAS Court Office informed the Parties that pursuant of the Article R50 of the CAS Code, the President of the CAS Appeals Arbitration Division (the “Division President”) had decided to submit the present case to a sole arbitrator.

27. On 2 October 2025, the Appellant filed the Appeal Brief, and on the same day the CAS Court Office acknowledged receipt of the Appellant's Appeal Brief and invited the Respondents to file the Answer within 20 days.
28. On 22 October 2025, the Division President issued an Order on Language, confirming that the present proceedings shall be conducted in English.
29. On 13 November 2025, the CAS Court Office informed the Parties that the Athletes' Commission of the International Council of Arbitration for Sport (ICAS) has granted the Appellant's application for legal aid with respect to the CAS administrative costs, meaning that the present procedure will be free of charge. In line with the Article R55 of the CAS Code, the Respondents were invited to file their respective Answers within 20 days.
30. On 26 November 2025, the First Respondent filed a request for production of documents.
31. On 27 November 2025, the Appellant filed the employment contract signed by the Appellant in March 2025 for the remainder of the season 2024-2025 in French language.
32. On 3 December 2025, the First Respondent filed its Answer in which it objected to CAS jurisdiction. The Second Respondent did not file its Answer within the prescribed time limit.
33. On 4 December 2025, pursuant of the Article R55(5) of the CAS Code, the Appellant and the Second Respondent were invited to file written submission on jurisdiction by 15 December 2025.
34. On 10 December 2025, on behalf of the Division President, and pursuant to Article R54 of the CAS Code, the CAS Court Office informed the Parties that the Panel was constituted as follows:  
  
Sole Arbitrator: Prof. Dr Vanja Smokvina, Professor of Law in Rijeka in Croatia.
35. On 22 December 2025, the Appellant file his written submission on jurisdiction. The Second Respondent did not file any written submission on jurisdiction or any communication in that regard.
36. On 7 January 2025, both Respondents were to submit written submissions strictly limited to the issue of jurisdiction.
37. On 13 January 2026, the First Respondent submitted its Reply on jurisdiction. The Second Respondent did not file a written submission on jurisdiction within the prescribed time limit.
38. On 14 January 2026, the Appellant was invited to submit his Rejoinder on jurisdiction by 22 January 2026.
39. On 22 January 2026, the Appellant submitted his Rejoinder on jurisdiction.

40. On 20 February 2026, in view of the Parties' availabilities, the Sole Arbitrator decided to hold a hearing via videoconference on 26 March 2026.
41. On 9 March 2026, the CAS Court Office provided an Order of Procedure to the Parties and invited them to sign and return such Order of Procedure by 16 March 2026.
42. On 16 March 2026, the Appellant and the First Respondent each returned a signed copy of the Order of Procedure. The Second Respondent did not return a signed copy of the Order of Procedure within the prescribed time limit.
43. A hearing was held on 26 March 2026 by video link. The Sole Arbitrator was assisted at the hearing by Ms Delphine Deschenaux-Rochat, Counsel to the CAS.
44. The Sole Arbitrator was joined at the hearing:
  - i. for the Appellant: Ms. Ariadna Mendoza, FIFPRO;
  - ii. for the First Respondent: Ms. Joëlle Monlouis and Mr. Jean-Samuel Leuba, counsels;
45. The Second Respondent did not attend the hearing, although it was duly informed about the hearing via CAS Court Office letter dated 20 February 2026, delivered by courier to its address.
46. At the hearing, preliminarily, the Parties confirmed that they had no objection as to the appointment of the Sole Arbitrator and the holding of the hearing by video conference. After their preliminary submissions both parties had their final submissions.
47. Before the conclusion of the hearing, the Parties confirmed that they had no objections in respect of their right to be heard and to be treated equally in the arbitration proceedings.

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

48. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

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

49. In his Appeal Brief, the Appellant submitted the following prayers for relief:
  - "1. To declare that the Federation's refusal to process the Appellant's claim constitutes a denial of justice.*
  - 2. To rule on the merits of the dispute and to declare that the Club has terminated the Employment Contract without just cause and, consequently, to order the Club to*

*pay compensation in the amount of CFA 2,600,000 net plus 5% interest p.a. from the date of the termination of the Employment Contract, i.e. 3 February 2025.*

*In the alternative,*

3. *To order the Federation to admit the Appellant's claim and to issue a reasonable decision within a maximum time period of three months from the date of the CAS Award.*

*In any case,*

4. *To rule that the Federation must financially compensate the Appellant for the harm caused by the denial of justice in the amount of CFA 6,900,000 plus 5% interest p.a., from the date on which the denial of justice arose until the date of effective payment.*
5. *To condemn the Federation and the Club to pay the entire CAS administration costs and to reimburse the Appellant of any and all expenses he incurred in connection with this procedure.*
6. *To rule that that Federation and the Club have to pay the Appellant a contribution towards his legal costs."*

50. In summary, the Appellant submitted the following arguments in support of his claim:

- With regard to CAS jurisdiction, the Appellant contends that "*cases amounting to denial of justice (whether due to the absence or undue delay of a decision) are treated as decisions subject to appeal*". The 30 June Letter, signed by the General Secretary, stating that the dispute was purely contractual between the Appellant and the Club and expressly refusing to intervene, constitutes an express denial of justice.
- As regards the time limit for appeal, the Appellant submits that an appeal for denial of justice could be submitted at any time (CAS 2021/A/8444, para. 92). Moreover, the Appellant issued a final notice to the Federation on 6 August 2025, setting a 15-day deadline expiring on 21 August 2025. The Appellant expressly warned the Federation that failure to respond would be treated as a refusal to render a decision, amounting to a manifest denial of justice. The Federation remained entirely silent. The Statement of Appeal was filed on 9 September 2025, well within the applicable time limit calculated from 21 August 2025.
- The 30 June Letter cannot be regarded as a decision as it "*neither intended to nor did it actually affect the Appellant's legal position*": "*If a body lacks the authority to adjudicate a matter, any act or correspondence issued by it cannot be considered as having Animus Decidendi and thus cannot be regarded as a decision*". The 30 June Letter corresponds merely to an administrative communication.
- The 30 June Letter expressly denied the existence of any alternative federation channel through which the claim could be addressed by stating that all FEMAFOOT bodies would refrain from considering the Appellant's claim. Accordingly, internal

channels were not, in practice, available, compelling the Appellant to seek recourse before CAS.

- The Federation “*has committed a manifest denial of justice and, in doing so, has infringed its regulations and, above all, violated the Appellant’s fundamental rights*”. A formal denial of justice occurs when the competent body unjustifiably fails to do so or does so with undue delay, effectively preventing the individual from exercising their right to an effective appeal. In the present case, the FEMAFoot regulations “*establish a mandatory internal dispute resolution system, with the [CCSJ] having exclusive competence over disputes related to players and a prohibition on resorting to ordinary courts*”. The Player was thus deprived of any forum in which to assert his rights.
- On the merits, the Appellant submits that the denial of justice deprived him of the opportunity to obtain compensation for the unlawful termination of his Employment Contract. He claims CFA 3,200,000 corresponding to the full residual value of the Employment Contract.
- Additionally, the Appellant claims that he “*lost the opportunity to secure a materially improved employment contract [...] with a 50% salary increase*”, amounting to a total lost opportunity of CFA 2,700,000.
- The Appellant further claims CFA 1,000,000 as fair and reasonable compensation for moral damages, an amount said to be “*proportionate to the seriousness of the Federation’s misconduct and consistent with the principle enshrined in Article 114*” of Malian law.
- The Appellant asks, by virtue of its *de novo* power under Article R57 of the CAS Code, to review both the facts and the merits of a case.
- The Appellant submits that the Club terminated the Employment Contract “*without any just cause whatsoever*” and that he is entitled to full compensation. The total compensation amounts to CFA 3,200,000 net, corresponding to 16 months of residual salary at CFA 200,000 per month from February 2025 through May 2026. This amount is to be mitigated by the salaries received under a new employment contract signed by the Player for the remainder of the 2024-2025 football season, totalling CFA 600,000. The mitigated compensation thus amounts to CFA 2,600,000 net, with interest at 5% per annum from 3 February 2025 until the date of effective payment.

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

51. In the Answer, the First Respondent submitted the following prayers for relief:

“*Prayer 1: The Appeal shall be declared inadmissible for failure to exhaust the internal remedies available within FEMAFoot and, consequently, the proceedings shall be dismissed for lack of jurisdiction.*”

*Prayer 2: Subsidiarily, in the alternative, should the Appeal be considered admissible, it shall be rejected as no valid first-instance proceedings were ever initiated within FEMAFoot.*

*Prayer 3: Very subsidiarily, in the alternative, all claims for compensation directed against First Respondent shall be dismissed.*

*Prayer 4: In any event, the Appellant shall be ordered to bear the costs of the arbitration and he shall be ordered to contribute to the legal fees incurred by First Respondent.”*

52. In summary, the First Respondent submitted the following arguments in support of its position:

- The Respondent first submits that CAS lacks jurisdiction because internal remedies have not been exhausted. Indeed, the Appellant did not appeal the 30 June Letter before the Central Appeals Commission (*Commission centrale de recours*; “CAC”). By relying upon the 30 June Letter as the factual basis for bringing the appeal before CAS, the Appellant himself acknowledges that this letter constitutes a decision within the meaning of Article R47 of the CAS Code, which should therefore have been appealed internally. Instead, he appealed directly to CAS.
- FEMAFoot’s Regulations for the Application of the Statutes (“RAS”) establish a specific appeal mechanism before the CAC. Article 42 RAS provides that the CAC hears appeals against decisions of the CCSJ, the Central Disciplinary Committee, the Central Ethics Committee, bodies of FEMAFoot’s Members, and the Executive Committee, and must be seized within eight (8) days from notification of the decision.
- The 30 June Letter falls within the category of “*decisions of FEMAFoot bodies*” under Article 42 RAS, and any challenge should have been brought before the CAC within eight (8) days from notification. The Appellant did not lodge any such internal appeal. Furthermore, even assuming a direct appeal to CAS had been available (which FEMAFoot denies), the 21-day time limit under Article R49 of the CAS Code began to run upon notification of the decision on 30 June 2025. The Appellant filed his appeal on 9 September 2025, rendering the appeal time-barred in any event.
- Since the Appellant has not exhausted all legal remedies in front of the First Respondent, the present appeal before CAS should be declared inadmissible, or subsidiarily, rejected since no valid first-instance procedure was initiated before the First Respondent.
- Subsidiarily, FEMAFoot argues that no valid first-instance proceedings were ever initiated. The Appellant’s claim was addressed to the “*Dispute Resolution Chamber of FEMAFoot*”, which does not exist. FEMAFoot had no obligation re redirect the petition to the competent body. The Appellant had “*full capacity to identify and*

*seize the competent body, and the misidentification of the organ is imputable solely to the Appellant”.*

- Despite the absence of a valid petition, FEMAFOOT responded in writing on 30 June 2025, which “*demonstrates transparency and good administrative practice*” and a lack of delay.
- Very subsidiarily, FEMAFOOT argues that it is not liable for employment disputes between a club and a player. It is “*not a party to that contract and cannot be held responsible*” for the Club’s contractual obligations. There is no causal link between FEMAFOOT’s conduct and the alleged damage. The Appellant cannot claim from FEMAFOOT the same amounts he claims from his former club as this “*would result in a prohibited form of double recovery*”.

### **C. The Second Respondent’s submissions**

53. The Second Respondent has not submitted any Answer or any other communication in the due course of the case. During the procedure, it only made two submissions: first, it requested that the case to be conducted in French, and second, that the time limit to file its Answer be suspended. All correspondence from the CAS Court Office has been duly delivered to the Second Respondent by email and, in case of the Statement of Appeal, the Appeal Brief and the hearing summons, also by courier.

### **V. JURISDICTION**

54. As Switzerland is the seat of the arbitration (see Article R28 of the CAS Code) and neither of the Parties is domiciled in Switzerland, the provisions of the Swiss Private International Law Act (PILA) on international arbitration apply (see Article 176 para. 1 PILA). In accordance with Article 186 PILA, CAS has the power to decide upon its jurisdiction.

55. Article R47 of the CAS Code provides *inter alia*, 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.”*

56. Pursuant to Article 97.1 of the FEMAFOOT Statutes:

*“Conformément aux statuts de la FIFA et/ou de la CAF, tout appel interjeté contre une décision définitive et contraignante de la FEMAFOOT, de la FIFA ou de la CAF sera entendu par le Tribunal Arbitral du Sport (TAS) en Lausanne (Suisse). Le TAS ne traite pas des recours relatifs à la violation des Lois du Jeu, à une suspension inférieure ou égale à quatre matches ou trois mois à l’exception des décisions relatives au dopage.”*

Free translation:

*“In accordance with the statutes of FIFA and/or CAF, any appeal lodged against a final and binding decision of FEMAFOOT, FIFA, or CAF shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland. The CAS does not deal with appeals concerning violations of the Laws of the Game, or suspensions of four matches or less, or three months or less, except for decisions relating to doping.”*

57. Pursuant to Articles 95.1 and 95.2 of the FEMAFOOT Statutes:

*“95.1 En cas de litiges nationaux internes entre la FEMAFOOT, ses Membres, les Ligues, les Clubs, les Joueurs, les Officiels, les agents organisateurs de matches et les intermédiaires, il est interdit de recourir à des tribunaux ordinaires dans la mesure où la réglementation de la FIFA, les présents statuts ainsi que les dispositions juridiques contraignantes ne le prévoient pas expressément.*

*95.2 Les litiges mentionnés à l'alinéa 1 du présent article devront être adressés au Tribunal Arbitral du Football (TAF), ou au Tribunal Arbitral du Sport (TAS) à Lausanne en Suisse.”*

Free translation:

*“95.1 In the event of internal national disputes between FEMAFOOT, its Members, the Leagues, the Clubs, the Players, the Officials, match agents, and intermediaries, recourse to ordinary courts is prohibited, unless expressly provided for by the FIFA Regulations, these Statutes, or mandatory legal provisions.*

*95.2 The disputes referred to in paragraph 1 of this article shall be submitted to the Football Arbitration Tribunal (TAF) or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.”*

58. Finally, pursuant to Articles 93.3 and 93.4 of the FEMAFOOT Statutes:

*“93.3 La Commission Centrale de Recours connaît des recours interjetés contre les décisions des Commissions Centrales de Discipline et d'Ethique, de la Commission Centrale du Statut du Joueur, des organes des Membres de la FEMAFOOT ainsi que celles des bureaux des ligues et du Comité Exécutif.*

*93.4 Les décisions rendues par la Commission Centrale de Recours peuvent faire objets [sic] de recours devant le TAS.”*

Free translation:

*“93.3 The Central Appeals Committee hears appeals against decisions made by the Central Disciplinary and Ethics Committees, the Central Player Status Committee, the bodies of FEMAFOOT members, as well as those of the league offices and the Executive Committee.*

*93.4- Decisions rendered by the Central Appeals Commission may be appealed before the CAS.”*

59. According to Article 97.1 of the FEMAFOOT Statutes, CAS is competent to hear and adjudicate appeals against final decisions passed by FEMAFOOT, which should be lodged with CAS within 21 days of receipt of the final decision.
60. The Sole Arbitrator is satisfied that the above clause contains all the necessary elements for its validity. This is also not disputed by the Parties.
61. The First Respondent objected to CAS jurisdiction on the grounds that the Appellant did not exhaust internal remedies and in particular did not appeal the 30 June Letter before the CAC. The Appellant contends that the 30 June Letter is not an appealable decision but a mere administrative communication, such that it could not have been appealed internally.
62. In order to determine whether internal remedies were available, the Sole Arbitrator must first decide whether the 30 June Letter qualifies as a decision. The question of how to characterise this threshold issue – as one of jurisdiction or admissibility – is unsettled in CAS jurisprudence. Some CAS panels have treated it as an admissibility matter (CAS 2008/A/1633; CAS 2022/A/8865-8868; CAS 2023/A/10055), while others have analysed it as a jurisdictional question (CAS 2007/A/1633; CAS 2015/A/4174).
63. The Sole Arbitrator finds that the better arguments favour treating this as an admissibility matter (see CAS 2021/A/8034, para. 74). Accordingly, the question whether the 30 June Letter constitutes a decision within the meaning of Article R47 of the CAS Code will be addressed in Chapter VII below.
64. A related question is how to characterise the prerequisite in Article R47 of the CAS Code requiring the Appellant to have exhausted the available legal remedies. Here too, CAS jurisprudence is divided. Some awards treat the exhaustion requirement as a jurisdictional matter (CAS 2019/A/6274, para. 58), while others characterise it as an admissibility issue (CAS 2023/A/10055, para. 54; CAS 2021/A/8034, para. 74; CAS 2019/A/6298, para. 78). The Sole Arbitrator finds that the better arguments again favour the admissibility characterisation. The clear intent of the parties to an arbitration agreement is to exclude the jurisdiction of state courts, including in circumstances where the internal remedies of an association or sports body have not been exhausted. On that basis, the exhaustion of legal remedies goes to admissibility rather than jurisdiction. This question will accordingly be addressed below.
65. Since none of the Respondents disputes the applicability of Articles 93, 95 and 97 of the FEMAFOOT Statutes, and therefore the competence of CAS to hear “*any appeal lodged against a final and binding decision of FEMAFOOT*” and “*internal national disputes between FEMAFOOT, [...] the Clubs, the Players*” – which is the nature of the present dispute – the Sole Arbitrator is satisfied that CAS has jurisdiction to hear and decide this case.

## **VI. APPLICABLE LAW**

66. The Sole Arbitrator observes that by signing the Order of Procedure, the Parties accepted to apply the CAS Code (2025 edition).

67. Article R58 of the CAS 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.”*

68. Article 1 of the Employment Contract states *“This Contract is governed by the statutes of FIFA, in particular the statutes of professional players, of FEMAFOOT and by the statutes and general regulations of AS REAL”*, while Article 12 of the same contract states that *“Any dispute relating to the interpretation and execution of this Contract will be settled amicably within ten (10) calendar days and, failing that, will be submitted to the competent bodies governed by the FEMAFOOT regulations and/or, by default, to FIFA.”* Consequently, pursuant to Article R58 of the CAS Code, the present dispute shall be decided in accordance with FEMAFOOT Statutes, and subsequently by FIFA Statutes and regulations, which the Parties did not contest.

## **VII. ADMISSIBILITY**

69. Article R49 of the CAS Code provide as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties.”*

70. In order to determine the admissibility of the appeal, it is important to define the legal nature of the 30 June Letter.

71. On 14 April 2025, the Appellant transmitted to the First Respondent a petition relating to his contractual dispute with the Second Respondent, addressed to the *“Dispute Resolution Chamber of FEMAFOOT”*.

72. Due to the First Respondent’s lack of response, on 15 May 2025 the Appellant requested a status of the complaint update.

73. On 30 June 2025 that First Respondent replied with a letter signed by the Secretary General, declining jurisdiction in the present case on the grounds that it was a contractual dispute between the Appellant and the Second Respondent and calling the Appellant to seek legal protection elsewhere.
74. The 30 June Letter was written on a First Respondent's memorandum and was signed by the Secretary General, on behalf of the Executive Committee.
75. According to Article 44.1 of the FEMAFOOT Statutes the Executive Committee has the following powers:
- “a) *ensuring the smooth running of football activities in Mali, in particular through its bodies, members and committees;*
- b) *to decide on all matters that do not fall within the remit of the General Assembly or that are not reserved for other bodies by law or these statutes [...]*”;
76. In the present case it is undisputed that the 30 June Letter was a document issued by the Executive Committee and signed on behalf of the Executive Committee by the Secretary General.
77. When the Sole Arbitrator asked the First Respondent at the hearing who typically signs decisions of the Executive Committee, the First Respondent confirmed that it is the Secretary General.
78. In the Appellant's written submissions from the Appeal Brief until the hearing, the Appellant constantly called the 30 June Letter as a “Letter” contesting its possibility to be defined as a decision. Furthermore, because of this standpoint, the Appellant initiated the appeal procedure before CAS due to the case of denial of justice, since the First Respondent did not issue any decision regarding the Appellant's claim. The Appellant holds that the 30 June Letter should not be regarded as a decision due to the fact that it lacks the essential elements of a decision in line with settled CAS case law since it is devoid of any *Animus Decidendi*, was not issued by any competent judicial or decisional body of the First Respondent, it did not intend to nor it affected the Appellant's legal position and, finally, is a compelling evidence of a refusal to decide. In the end, until the hearing, the Appellant holds that the absence of any decision precluded the requirement to exhaust legal remedies, and allows the Appellant to file an appeal before CAS. The First Respondent contested the Appellant's arguments, consistently holding that the 30 June Letter is a decision made by a First Respondent's body, i.e. the Executive Committee and as such was able to be appealed internally before the CAC, which the Appellant did not, meaning that the present appeal is inadmissible.
79. The Sole Arbitrator stresses that CAS jurisprudence is clear that the form of the communication has no relevance to determine whether there exists a decision or not (CAS 2024/A/10414, paras. 94-101). In CAS 2015/A/4162 *Liga Deportiva Alajuelense v. FIFA* it was held at para. 49 as follows: “*The Panel, firstly, refers to the CAS case-law (CAS 2005/A/899, confirmed in CAS 2007/A/1251) according to which “the form of the communication has no relevance ... [for the determination] whether there exists*

*a decision or not. In particular, the fact that the communication is made in the form of a letter does not rule out the possibility that it constitutes a decision subject to appeal". Furthermore, in para. 50 the panel indicated that "[w]hether or not a letter qualifies as a "decision" depends on its contents. This is undisputed in CAS jurisprudence" (see also, CAS 2015/A/4162, para. 53; CAS 2008/A/1633, para. 31; CAS 2007/A/1251, para. 4; CAS 2005/A/899, para. 14; CAS 2004/A/748, para. 90). Accordingly, the Sole Arbitrator concludes that neither the title nor the form of a communication precludes it from constituting a decision subject to appeal if the party in question is not satisfied with its contents.*

80. Furthermore, the Sole Arbitrator stresses that in CAS 2007/A/1251 at para. 11, it was stated that *"by inviting Aris FC to turn to a different authority, FIFA was making it clear that it deemed there was no other recourse for Aris FC within FIFA, i.e. that its decision on lack of jurisdiction was final"*. In the present case, the First Respondent acted in precisely the same manner in the 30 June Letter, stating: *"[...] We are informing you that you have come to a wrong place, as our Federation has nothing to do with the dispute. As you pointed out in your last email, you are free to bring the case before CAS or any other court of your choice. In conclusion, we kindly request that you pursue the matter further and leave FEMAFOOT out of it [...]"*.

81. In CAS 2015/A/4203, *CBF v. FIFA & CONMEBOL*, at paras. 67 and 68 it is stated:

*"67. At the same time, CAS panels have interpreted and attempted to define the term 'decision' within the meaning of Article R47 of the Code on numerous occasions, as follows:*

- 'A decision is thus a unilateral act, sent to one or more recipients and is intended to produce legal effects' (CAS 2004/A/659 para 36; CAS 2004/A/748, para 89);*
- 'In principle, for a communication to be a decision, this communication must contain a ruling, whereby the body issuing the decision intends to affect the legal situation of the addressee of the decision or other parties. However, there can also be a decision where the body issues a ruling as to the admissibility or inadmissibility or a request, without addressing the merits of such request' (CAS 2008/A/1705, para 5.2.1; CAS 2005/A/899, para 61; CAS 2004/A/748, para 89).*

*68. Additionally, legal doctrine provides that an appealable decision of a sport association or federation 'is normally a communication of the association directed to a party and based on an 'animus decidendi', i.e. an intention of a body of the association to decide on a matter [...]. A simple information, which does not contain any 'ruling', cannot be considered a decision' (BERNASCONI M., When is a „decision" an appealable decision?, in: RIGOZZI/BERNASCONI (eds.), The Proceedings before the CAS, Bern 2007, p. 273)."*

82. Furthermore, in CAS 2014/A/3744 & 3766, *Nigerian Football Federation v. FIFA*, it is stated at para 191:

*"Therefore, according to CAS jurisprudence, a decision is a communication of a federation, association or sports-related body that is not just of a mere informative*

*nature but also contains, in substance, an actual ruling or resolution which affects in a binding manner the legal situation of the addressee. In other words, it is a communication that contains an animus decidendi, i.e. by its objective content (and irrespective of its form), it conveys to the addressee(s) the will of the sports body to decide on a matter.”*

83. Finally, according to the settled CAS case law taking in consideration that the document dated 30 June 2025 was issued by a competent body of the First Respondent, i.e. the Executive Committee, in which the Executive Committee declined the jurisdiction of its bodies in the dispute between the Appellant and the Second Respondent and directly advised the Appellant to seek legal protection elsewhere, i.e. making a decision of the inadmissibility of the Appellant’s claim of 14 April 2025, it is obvious that the 30 June Letter does have an *animus decidendi*. By that, it affected the legal position of the Appellant since it declined its jurisdiction in the present case. To conclude, the 30 June Letter does have all the elements to be regarded as a decision in line with the CAS case law.
84. On the other hand, it is true that the Appellant, as a disappointed party, could legally challenge such a decision of the Executive Committee, but if challenged, that should be done according to the First Respondent’s Statutes and its regulations, in particular the RAS.
85. The Sole Arbitrator stresses that Article 93.3 of the FEMAFOOT Statutes provides that: *“The Central Appeals Committee hears appeals against decisions made by the Central Disciplinary and Ethics Committees, the Central Player Status Committee, the bodies of FEMAFOOT members, as well as those of the league offices and the Executive Committee.”* Article 93.4 further provides that *“Decisions rendered by the Central Appeals Commission may be appealed before the CAS.”*
86. Article 42(1) RAS mirrors the wording of Article 93.3 of the Statutes, providing that *“The Appeals Committee hears appeals lodged against the decisions of the Central Players’ Status Committee, the Central Disciplinary Committee, the Central Ethics Committee, the bodies of FEMAFOOT’s Members, as well as the decisions of the league bureaux and the Executive Committee”*. Article 42(2) RAS further provides that *“[i]t must be seized within eight (8) days from the notification of the decision of the committees or other bodies”*.
87. To conclude, if the Appellant was not satisfied with the wording, contents and finally, the decision taken by the FEMAFOOT Executive Committee in the 30 June Letter, which could even be wrong since it is obvious that for the settlement of the dispute between the Appellant and the Second Respondent a competent body should be the CCSJ, the Appellant was obliged firstly to exhaust all legal remedies before the First Respondent’s bodies before going to CAS, i.e. to file an appeal before the CAC within eight (8) days.
88. That being said, in his letter dated 8 July 2025, the Appellant rightly named the competent body, the CCSJ, claiming that it has jurisdiction over such disputes, but it

was after the First Respondent delivered the 30 June Letter, which the Appellant did not contested internally, before the CAC, as previously explained.

89. At the hearing, the Appellant, for the first time claimed that the letter dated 8 July 2025 should be regarded as an appeal against the 30 June Letter, meaning that the Appellant in the end accepted that such Letter was a decision. The First Respondent objected to that Appellant's legal submission that the letter dated 8 July 2025 should be considered as an appeal.
90. The Sole Arbitrator notes that the title of the letter dated 8 July 2025 is "*Response to your letter dated 30 June 2025*", that from the contents of the letter the Sole Arbitrator could not read it as an appeal, since it refers back to the Appellant's request of 14 April 2025, where he maintains its position that the, now rightly named body (CCSJ) has jurisdiction in the present case, and asks again the First Respondent "*one last time to kindly investigate the request through [its] competent bodies within the next 15 days*".
91. Finally, even in case the letter dated 8 July 2025 should be regarded as an appeal before the First Respondent's bodies, the Appellant initiated the CAS appeal procedure on 9 September 2025, 62 days after the letter dated 8 July 2025. In the meantime, since the First Respondent did not reply to the letter dated 8 July 2025, on 6 August 2025, the Appellant sent another notice to the First Respondent calling it to process the file and render a decision within 15 days, to which the Respondent did not reply. Even the Appellant's letter dated 6 August 2025 shows that in reality the Appellant's letter dated 8 July 2025 was just another letter sent to the First Respondent in line to seek feedback from it in the present case, with the sole difference being the Appellant's correct identification of the competent body of the first Respondent.
92. In the very end, the Sole Arbitrator must highlight that the Appellant was legally represented throughout the proceedings before the First Respondent by FIFPro Africa, a legal entity – a trade union, specialized in safeguarding, protecting and seeking legal protection for professional football players in Africa.
93. In conclusion, the appeal is inadmissible. For this reason, the Sole Arbitrator will not examine the merits of the case.

## VIII. COSTS

(...)

## **ON THESE GROUNDS**

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

1. The appeal filed on 9 September 2025 by Mahamadou Kouyate against the Malian Football Federation (FEMAFOOT) and AS Real de Bamako is inadmissible.
2. (...).
3. (...).
4. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 16 September 2026

**THE COURT OF ARBITRATION FOR SPORT**

Vanja Smokvina  
Sole Arbitrator