



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2025/A/11492 Club Deportivo Leganés, S.A.D. v. Cheman des Parcelles Assainies,
Fédération Sénégalaise de Football and FIFA**

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole arbitrator: Mr Olivier Carrard, Attorney-at-Law, Geneva, Switzerland

in the arbitration between

Club Deportivo Leganés, Spain

Represented by Mr Martín César García Ortega, Attorney-at-Law in Madrid, Spain

- Appellant -

and

Cheman des Parcelles Assainies, Senegal

- First Respondent -

Fédération Sénégalaise de Football, Senegal

- Second Respondent -

Fédération Internationale de Football Association, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Litigation Sub-Division, United States
of America

- Third Respondent -

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I. FACTS

1. Club Deportivo Leganés, S.A.D. (the “Appellant” or “Leganés”) is a professional football club affiliated to the *Real Federación Española de Fútbol* (“the Royal Spanish Football Federation” or “RFEF”).
2. Cheman des Parcelles Assainies (the “First Respondent” or “CPA”) is a Senegalese football club affiliated to the *Fédération Sénégalaise de Football* (“the Senegalese Football Federation”, the “Second Respondent” or “FSF”).
3. The *Fédération Internationale de Football Association* (the “Third Respondent” or “FIFA”) is the world governing body for football, who also acts as the legislator in all kinds of football activities.
4. The CPA, FSF and FIFA are jointly referred to as the “Respondents”.
5. The Appellant and the Respondents are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts, as established based on the written submissions of the Parties and the evidence examined during the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion. 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 this Award only to the submissions and evidence considered necessary to explain his reasoning.
7. The Senegalese player Modou Alpha NDIAYE (the “Player”), born on 3 March 2005, who trained at CPA and then with the Senegalese club Noliane Football Club (“Noliane”), was transferred to the Appellant on 23 February 2024.
8. In accordance with Article 6 of the FIFA Clearing House Regulations (FCHR) and Article 20 of the Regulations on the Status and Transfer of Players (RSTP) the international transfer to the Appellant triggered training rewards for the clubs that contributed to the Player’s development. Pursuant to Article 8.1 FCHR, when a training reward is triggered, a provisional Electronic Player Passport (EPP) for the relevant player will be generated by the Transfer Matching System (TMS).
9. On 17 November 2023, the Appellant requested the RFEF to obtain the Player's passport from the FSF. This request was reiterated on 21 December 2023 and 10 January 2024, to no avail.
10. On 10 January 2024 and 30 January 2024, the Appellant tried to reach the official contacts of the FSF listed in the FIFA TMS, without success.



11. On 10 January 2024, the Appellant also reached the FIFA's Clearing House (FCH) to request answers from the FSF. The FIFA replied that they had no competence.
12. On 30 January 2024, the official TMS contact of Noliane: [...]@gmail.com, confirmed that the Player's Senegalese passport was valid and up to date.
13. On 23 February 2024, the Player's provisional EPP was generated: EPP ID 39143.
14. On 6 March 2024, the EPP was released for review and the Appellant, RFEF, Noliane and the FSF were added as participants.
15. On 11 March 2024, the Appellant contacted Noliane after being informed by the FIFA that the Player had also been registered with CPA, requesting a waiver of training compensation rights. Mr Sidy Ba answered that the Club Noliane and CPA were both his clubs.
16. On 12, 14 and 19 March 2024, the Appellant requested Mr Sidy Ba to confirm that CPA and Noliane were the same club, with no answer.
17. On 27 March 2024, CPA was added as a participant for the EPP review process.
18. On 16 May 2025, the FIFA general secretariat ordered, through the Allocation Statement TC-21849 ("AS TC-21849"), the Appellant to pay EUR 144,986.30 of training compensation to CPA.
19. On 28 May 2025, Ms Ndeye Gueye, CPA's authorised legal representative, signed a document which the Appellant alleges to be a waiver of rights to the training compensation which reads as follows:

[...] *"Que, suite au transfert international du joueur au Club Deportivo Leganés S.A.D. (RFEF, Espagne), des droits de formation pourraient être exigibles, conformément à l'article 20 et à l'annexe 4 du Règlement du Statut et du Transfert des Joueurs (édition juin 2024), ainsi qu'aux articles 9 et 10 du Règlement sur le FIFA Clearing House (édition octobre 2022), cette compensation étant couverte par l'ordre d'allocation FIFA AS TC-21849.*

En conséquence, et aux fins de présentation formelle devant le Tribunal Arbitral du Sport (CAS) ou toute autre instance compétente, le club CHEMAN DES PARCELLES ASSAINIES RENONCE DE MANIÈRE EXPRESSE, VOLONTAIRE ET IRRÉVOCABLE à toute réclamation actuelle ou future, y compris toute demande de somme d'argent, à l'encontre du CLUB DEPORTIVO LEGANÉS, S.A.D., en lien avec les droits de formation découlant du passeport EPP-39143 et de l'ordre d'allocation AS TC-21849".

Freely translated:

[...] *"That, following the international transfer of the player to Club Deportivo Leganés S.A.D. (RFEF, SPAIN), training compensation may be payable in accordance with Article 20 and Appendix 4 of the Regulations on the Status and Transfer of Players (June 2024 edition), as well as Articles 9 and 10 of the Regulations on the FIFA Clearing House*



(October 2022 edition), with this compensation being covered by FIFA allocation order AS TC-21849.

Consequently, and for the purposes of formal presentation before the Court of Arbitration for Sport (CAS) or any other competent authority, the club CHEMAN DES PARCELLES AISSAINIES EXPRESSLY, VOLUNTARILY AND IRREVOCABLY waives any current or future claim, including any claim for money, against CLUB DEPORTIVO LEGANES, S.A.D., in relation to the training compensation rights arising from passport EPP-39143 and allocation order AS TC-21849”.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 5 June 2025, the Appellant filed a Statement of Appeal with the CAS, with the following requests for relief:

- “1. That this statement of appeal be considered formulated in due time and form.*
- 2. That the competence of the CAS to hear the appeal be recognized.*
- 3. That the decision identified as assignment order AS TC 21849 be considered challenged; EPP 39143.*
- 4. That the appellant be granted a period of ten (10) days from the expiration of the appeal period to file his appeal memorandum, in accordance with Article R51 of the CAS Code.*
- 5. That it be indicated how to proceed with the opening of the electronic file of the procedure through the e-filing platform, and that the appellant be authorized to upload the corresponding documentation on said platform as of the business day following this presentation.*
- 6. That, in accordance with Article R29, the language of the proceedings is authorized to be Spanish, both for written submissions and for procedural communications.*
- 7. That the procedure be conducted before a sole arbitrator, in accordance with Article R50, because it is a simple matter, with undisputed facts and that does not require additional technical or legal complexity.*
- 8. That the effects of the appealed decision be suspended, by virtue of the provisions of Article 10.5 d) of the FIFA Clearing House Regulations, while the present arbitration proceedings are resolved, since the payment ordered has subsequently been expressly waived by the beneficiary club and, therefore, executing the decision would entail an unjustified and irreparable financial damage to the appellant”.*

21. On 11 June 2025, the Appellant filed its Appeal Brief.
22. During the proceedings, the First and Second Respondents, despite having been served by courier with the proceedings, have never filed any communication with the CAS.



23. On 27 August 2025, the CAS Court Office informed the Parties, in accordance with Article R54 of the Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the arbitral tribunal appointed to decide the present matter was constituted as follows:

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

24. On 19 September 2025, the Third Respondent filed its Answer to the Appeal Brief (the “Answer”).
25. On 24 September 2025, the Appellant filed a letter in response to the Third Respondent's Answer, by which it offered additional evidence pursuant to Article R56 of the Code. Said additional evidence was subsequently accepted by the Sole Arbitrator and the Appellant was invited to file an additional submission in this regard by 20 October 2025.
26. On 16 October 2025, the Appellant filed its Additional Submission.
27. On 21 October 2025, the Third Respondent filed their Response (the “Response”) to the Appellant's Additional Submission.
28. On 19 November 2025, the CAS issued an Order of Procedure in accordance with Article R56(2) CAS Code. The Appellant and the Third Respondent provided their signed copy of the Order of Procedure, agreeing to the main elements of the arbitration procedure. By signing the Order of Procedure, they confirmed their right to be heard had been respected.
29. On 25 November 2025, a hearing was held via video-conference. The following persons were in attendance:
- The Sole Arbitrator, Mr Olivier Carrard, who was assisted by Mr Francisco Mateo Pavía (CAS Counsel).
 - On behalf of the Appellant: Mr Martín César García Ortega.
 - The First and Second Respondents did not attend the hearing.
 - The FIFA did not attend the hearing and apologised for its absence, given that the dispute concerns the horizontal relationship between the clubs.
30. At the beginning of the hearing, the Sole Arbitrator addressed issues regarding the waiver of training compensation rights. The representative of the Appellant was given the chance to comment on the facts that led to the present proceedings and then gave his closing pleading.
31. Upon closing the hearing, the Appellant expressly stated that it had no objections in relation to its right to be heard.

A. The Appellant

32. The Appellant’s submissions, in essence, may be summarised as follows:



- The Appellant alleges that CPA waived its right to training compensation due to the document signed by Ms Ndeye Gueye on 28 May 2025.
 - The Appellant claims that the waiver complies with all requirements for it to be admissible and valid.
 - The Appellant took several actions to confirm the authenticity of the Player's passport. On 17 November 2023 the Appellant requested the RFEF to obtain the Player's passport from the FSF. This request was reiterated on 21 December 2023 and 10 January 2024, to no avail. On 10 January 2024 and 30 January 2024, the Appellant tried to reach the official contacts of the FSF listed in the FIFA TMS, without success. On 10 January 2024, the Appellant also reached the FIFA's Clearing House (FCH) to request answers from the FSF. The FIFA replied that they had no competence. On 30 January 2024, the official TMS contact of Noliane: [...]@gmail.com, confirmed that the Player's Senegalese passport was valid and up to date. On 11 March 2024, the Appellant contacted Noliane after being informed by the FIFA that the Player had also been registered with CPA, requesting a waiver of training compensation rights. Mr Sidy Ba answered that the Club Noliane and CPA were both his clubs. On 12, 14 and 19 March 2024, the Appellant requested Mr Sidy Ba to confirm that CPA and Noliane were the same club, with no answer.
33. On this basis, the Appellant filed the following requests of relief in its Appeal Brief:
- “1. That this appeal report be considered filed in due time and form.*
 - 2. declare that the assignment order AS TC 21849 (EPP 39143) has become ineffective and should be set aside;*
 - 3. That it be recognised that CD Leganés does not owe any amount to the club Cheman Des Parcelles Assainies for the training of the player Alpha Ndiaye Modou”.*
34. On 16 October 2025, the Appellant filed its Additional Submission, with the following requests of relief:
- “1. Accept the information and evidence attached to this submission.*
 - 2. Acknowledge the diligence and good faith of CD Leganés and the absence of any negligence on its part.*
 - 3. Hold FIFA, the Senegalese Football Federation, and Cheman des Parcelles Assainies responsible for their lack of cooperation, which caused this dispute to exist, and order them to bear the arbitration costs and legal expense, without any costs being imposed on CD Leganés.*
 - 4. Reduce the arbitration costs advanced by the parties, pursuant to Articles R64.2 and R64.4 of the CAS CODE, given the straightforward and documentary nature of the case”.*



B. The Respondents

35. The Third Respondent's submissions, in essence, may be summarised as follows:

- The Third Respondent does not dispute the issuance of the waiver of rights. It refers to the clubs to be in a better position to comment on the validity of the waiver of rights as it pertains to the "horizontal aspect" of the dispute.
- The Third Respondent disputes the amount to which the arbitration costs will incur. It claims that in past CAS cases, whenever the appellant was at fault for the occurrence of the arbitration, the Arbitral Tribunal reduced the procedural costs of the arbitration to the party non responsible.
- The Third Respondent claims that the Appellant's position during the EPP review process has been inconsistent and contradictory. The Third Respondent claims that the confirmation by the President of Noliene with regards to the Player's Senegalese passport was correct has no value. Pursuant to the FIFA Commentary on the RSTP, edition 2023 (p. 438), only the official player passport (EPP) issued by the relevant FIFA member association is pertinent regarding training compensation payments.

36. On this basis, the Third Respondent submits the following prayers for relief in its Answer:

- *"FIFA respectfully requests the Sole Arbitrator to issue an award:*
 - *(a) Rejecting the requests for relief sought by the Appellant;*
 - *(b) Confirming the Appealed Decision;*
- *Alternatively,*
 - *(c) Should the Appealed Decision need to be amended, referring the case back to FIFA so that any amendment may be implemented administratively by FIFA.*
- *In any event,*
 - *(d) Ordering the Appellant to bear the full costs of these arbitration proceedings.*
 - *(e) Ordering the Appellant to pay a contribution to FIFA's legal costs and expenses in an amount to be determined by the Panel".*

IV. JURISDICTION

37. Article R47(1) CAS Code provides the following:

"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the



legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body ”.

38. The jurisdiction of the CAS derives from Article 50(1) FIFA Statutes:

“[a]ppeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question”.

39. The jurisdiction of the CAS arises from the FIFA Statutes and is not disputed by the Parties.

40. Therefore, the Sole Arbitrator has jurisdiction to render this Arbitral Award.

V. ADMISSIBILITY

41. Article R49 of the CAS Code reads as follows:

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

42. The Decision AS TC-21849 notified on 16 May 2025 set a time limit of twenty-one days from notification to appeal, pursuant to Article 50(1) of the FIFA Statutes. The Statement of Appeal filed on 5 June 2025 was lodged within the 21-day period. The Statement of Appeal complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fees.

43. The Appeal Brief filed on 11 June 2025 was lodged within the 10-day period following the expiry of the time limit for the appeal and complied with all other requirements of Article R51 of the CAS Code.

44. It follows that the Appeal is admissible.

VI. APPLICABLE LAW

45. Article R58 of the CAS Code reads as follows:

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

46. Article 49(1) of the FIFA Statutes reads as follows:



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

47. The Sole Arbitrator finds that the applicable regulations are the FIFA Statutes, various regulations of FIFA - in particular the FCHR and the RSTP – and, additionally, Swiss law. The Sole Arbitrator also remarks that the applicable law is not disputed between the Parties.
48. In essence, this present dispute concerns the entitlement to training compensation, thus the following provisions of the RSTP are relevant:

Article 20 Training compensation

“Training compensation shall be paid to a player’s training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player’s contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations. The principles of training compensation shall not apply to women’s football.”

Article 3 of Annexe 4 to RSTP Responsibility to pay training compensation

“1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players’ career history as provided in the player passport) and that has contributed to his training starting from the season of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.

2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association”.

Article 5 of Annexe 4 to the FIFA Commentary of the RSTP, edition 2023, p. 391-392:

“A recurrent issue is whether a club may renounce its right to training compensation or sign a binding waiver of this right in favour of the new club. It is quite common, for example, for training clubs to give up their entitlement in exchange for a share of future transfer compensation generated by the player. The DRC has repeatedly confirmed that this is permitted. However, it has made any waiver subject to several conditions. First and foremost, the waiver must be explicit.



In this respect, CAS has affirmed that any statement by a club to the effect that one of its players is a “free player” should be taken to refer to the fact the player is out of contract, not to any entitlement to training compensation.

Secondly, only the party entitled to training compensation (i.e. the relevant training club) can waive it. In other words, if a player’s last training club waives its right to training compensation, this waiver is applicable to that training club only, and not to any other club that may have trained the player during their career. In this respect, the DRC has consistently held that a waiver issued by an employee of a club that may not explicitly have authority to issue the waiver based on the internal processes of the club is valid; the club that waived training compensation cannot avoid the legal consequences of the act, and the club that receives the waiver in good faith can presume the employee has the relevant authority to do so.

Finally, a unilateral declaration by a training club constitutes a valid waiver. CAS has confirmed the DRC approach in this regard.

CAS recently returned to the point and, while noting that there is no guidance in the Regulations on whether it is possible to waive a certain right, referred to Swiss law and CAS jurisprudence, noting that, in general, rights may be waived voluntarily unless the waiver is contrary to law, public policy or good morals. In addition, for a waiver to be valid, (i) the person renouncing a right must have the capacity/authority to do so; (ii) the waiver must be clear and unequivocal; and (iii) the person must have the right that they are renouncing”.

VII. MERITS

49. The main issue to be resolved by the Sole Arbitrator is:

- To what extent is the waiver of training compensation admissible and valid?

50. Pursuant to Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law of the case.

A. Is the waiver of training compensation admissible and valid?

51. For the waiver of training compensation to be admissible and valid, pursuant to CAS case law and Swiss law, four cumulative conditions must be met: the waiver must not be in contradiction to law, public policy or morality (i.); the entity making the waiver has the capacity to do so (ii.); the waiver is in a clear language (iii.); the club owns the right it is renouncing (iv.).

i. No contradiction with law, public policy or morality

52. Common to various jurisdictions and well known in Swiss law, waivers of rights are valid unless explicitly prohibited by mandatory provisions. A waiver would be invalid if in contradiction to law, public policy or good morals.



53. Regarding the law, the waiver of the right to training compensation is not expressly prohibited either by RSTP or Swiss law. It must be assumed that is permissible.
54. The Sole Arbitrator finds no allegations or indications by the Parties that the waiver of the right to training compensation contradicts the law, public policy or good morals.

ii. Authority of the person making the waiver

55. The written statement dated 28 May 2025 clearly indicates that Ms Ndeye Gueye was “*acting as the authorised representative of the club CHEMAN DES PARCELLES ASSAINIES [...] duly empowered for this purpose*” (translation).
56. In CAS 2017/A/5277, a waiver of training compensation had been signed by the general manager of the club. The Panel found that the person signing the waiver was duly “*authorised*”, and that “*the capacity of [the] general manager [...] was never an issue*” (CAS 2017/A/5277, paras. 77-78).
57. In the present case, no party has contested the waiver nor the quality of the person who signed the waiver, despite the opportunity given by the Sole Arbitrator via the hearing. The First Respondent did not participate to the hearing, convened *inter alia* to respect its right to be heard to the highest extent possible.
58. Therefore, the Sole Arbitrator finds that the written statement of Ms. Ndeye Gueye dated 28 May 2025 has been duly authorised and constitutes a legal, valid and binding obligation of the First Respondent enforceable against it. Ms Gueye had the authority and capacity to execute and deliver the waiver and to renounce the rights specified in the waiver.

iii. Clear language of the waiver

59. Pursuant to the DRC jurisprudence, a waiver can only be granted if it is “*unmistakeable that the renouncing club had indeed intended to waive its right to training compensation*” (FIFA DRC decision No. 67516 of 8 June 2007). The wording of the waiver must be “*clear and unambiguous*” (FIFA DRC decision No. 412107 of 26 April 2012).
60. In the matter at hand, the relevant waiver clause is:

“En conséquence, et aux fins de présentation formelle devant le Tribunal Arbitral du Sport (CAS) ou toute autre instance compétente, le club CHEMAN DES PARCELLES ASSAINIES RENONCE DE MANIÈRE EXPRESSE, VOLONTAIRE ET IRRÉVOCABLE à toute réclamation actuelle ou future, y compris toute demande de somme d’argent, à l’encontre du CLUB DEPORTIVO LEGANÉS, S.A.D., en lien avec les droits de formation découlant du passeport EPP-39143 et de l’ordre d’allocation AS TC-21849”.

Freely translated:

“Consequently, and for the purposes of formal presentation before the Court of Arbitration for Sport (CAS) or any other competent authority, the club CHEMAN DES PARCELLES AISSAINIES EXPRESSLY, VOLUNTARILY AND IRREVOCABLY waives



any current or future claim, including any claim for money, against CLUB DEPORTIVO LEGANES, S.A.D., in relation to the training compensation rights arising from passport EPP-39143 and allocation order AS TC-21849”.

61. It is the Sole Arbitrator’s opinion that the waiver is an express one clearly defining the nature and scope of the rights of the Appellant.

iv. The club must be the holder of the right it is waiving

62. Only the club entitled to training compensation can waive its right. CPA is the Player's training club and is thus entitled to training compensation.
63. Therefore, CPA has the right it is waiving.
64. To conclude, CPA validly waived their right to training compensation with the waiver of 28 May 2025 and thus no amount should be paid by the Appellant to the First Respondent for training compensation.

B. Conclusion

65. Based on the foregoing analysis and after due consideration of all the specific circumstances of the case, the evidence produced and the arguments submitted by the Parties, the appeal is confirmed, with the Sole Arbitrator concluding that:
- a. the waiver of training compensation rights is admissible and valid;
 - b. the First Respondent has no right to training compensation.
66. All other and further motions or prayers for relief are dismissed.

VIII. COSTS

(...)



ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 11 June 2025 by Club Deportivo Leganés, S.A.D. against the decision rendered by the FIFA Clearing House (EPP 39143) on 16 May 2025 is upheld.
2. The case is referred back to FIFA so that the decision rendered by the FIFA Clearing House (EPP 39143) on 16 May 2025 is amended to reflect that Club Deportivo Leganés, S.A.D. does not owe any monetary amount to Cheman des Parcelles Assainies.
3. (...).
4. (...).
5. All other or further requests or motions for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 12 August 2026

THE COURT OF ARBITRATION FOR SPORT

Olivier Carrard
Sole Arbitrator