



TAS / CAS

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

CAS 2025/A/11587 Al-Ittihad Sports Club v. Libya Football Federation (LFF) & Al Ahli Tripoli

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Nicolas Cottier, Attorney-at-Law, Saint-Prex, Switzerland

Clerk: Dr Alexandra Veuthey, Attorney-at-Law, Lausanne, Switzerland

in the arbitration between

Al-Ittihad Sports Club, Libya

Represented by Mr Lamjed Belkahia and Mr Khaled Ben Mohamed Boughrara, Attorneys-at-Law in Bizerte, Tunisia

Appellant

and

Libyan Football Federation (LFF), Libya,

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

First Respondent

Al Ahli Sports Club, Libya,

Represented by Mr Ali Abbes and Mr Mohamed Rokbani, Attorneys-at-Law in Monastir, Tunisia

Second Respondent

I. INTRODUCTION

1. This appeal is brought by Al-Ittihad Sports Club against the LFF and Al Ahli Tripoli. It aims to challenge the decision of the LFF Board of Directors of 26 June 2025, notified with grounds on 28 June 2025, following incidents of violence during a Libyan Premier League match.

II. PARTIES

2. Al-Ittihad Sports Club (“Al-Ittihad” or the “Appellant”) is a Libyan football club based in Tripoli and affiliated to the Libyan Football Federation (“LFF” or the “First Respondent”).
3. Al Ahli Tripoli (“Al Ahli” or the “Second Respondent”) is also a Libyan football club based in Tripoli and affiliated to the LFF.
4. Al-Ittihad and Al Ahli both share the same stadium and are referred to as the “Clubs”.¹ LFF and Al Ahli are collectively referred to as the “Respondents”. The Appellant and the Respondents together are referred to as the “Parties”.

III. FACTUAL BACKGROUND

5. Below is a short summary of the relevant facts and allegations based on the Parties’ written and oral submissions and evidence. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 18 June 2025, the match of the 4th week of the first hexagonal stage of the 2024/2025 Libyan Premier League competition (return leg, zone II) opposed Al Ahli Tripoli to Al-Ittihad at the Tripoli International Stadium (the “Match”). Pursuant to an earlier resolution by the LFF Board of Directors, the Match was played behind closed doors.
7. The Match was stopped in the 21st minute due to an assault by a player from Al Ahli Tripoli on a player from Al-Ittihad, resulting in the expulsion of the offending player by the main referee, Mr Fabio Verissimo. This led to a conflict and pitch invasion by substitutes and officials whose identities are contested, which was resolved after the intervention of sports security members.
8. The Match was marred by another incident in the 40th minute. After Al-Ittihad scored the

¹ The names of the Clubs are also transliterated as “Al Ittihad”, “Al-Ahli”, “Al Ahly” or “Al-Ahly”. The English spelling used herein is that used in their submissions.

first goal, the main referee deemed that one of its players had made an inappropriate gesture towards the Al Ahli bench and cautioned him. Substitutes and officials, whose identities are disputed, entered the pitch and a mass confrontation ensued, requiring the intervention of security members again.

9. The Match had to be suspended and could not be resumed, as the refereeing team considered that safety conditions were not met. Simultaneously, various brawls between supporters broke out in and outside the stadium, causing chaos, minor injuries among stakeholders and substantial material damage, including the burning and destruction of the Al-Ittihad team bus.
10. On the same date, the main referee recorded a short video, recounting these incidents. He also wrote an official report with his assistants, which states as follows:

“REPORT

Minute 12 - player number 24 of the home team was cautioned for tripping an oponente in reckless way

Minute 21 - a member of the home team’s coaching staff (NAME????) was sent off for running, shouting, gesticulating and protesting an offside situation. against the refereeing team

Minute 23 - Player number 10 of the home team was sent off for violent conduct for punching an opponent in the back when he wasn’t playing for the ball. After player number 10 was shown the red card, he stepped on his opponent (number 22) who was on the ground, with excessive force and purpose, making him guilty of violent conduct again

Minute 23 - Player number 22 of the away team was cautioned for provoking a conflict with an opponent when he wasn’t playing for the ball

Minute 38 - Player number 5 of the home team was cautioned for unsporting behaviour for stop a promising attack by tripping an opponent

Minute 39 - Goal for the away team by player number 10

On the 40th minute of the first half the game was suspended by the refereeing team. After the away team’s goal, player number 10, who scored the goal, provoked the opposing bench by putting his index finger in front of his mouth in a sign of provocation. He was immediately cautioned, but the substitute players and bench members of both teams immediately ran onto the pitch, resulting in a mass and generalised confrontation with mutual aggression and throwing objects between the players, substitutes players and technical staff of both teams, and it was not possible to identify all the offenders involved. For safety reasons, the refereeing team immediately had to leave the pitch, and the confrontation and aggression continued on the pitch. After returning to the dressing room the refereeing team decided not to continue the game because it was not possible to identify all the players,

coaches and other people involved in the aggressions and mass confrontation that took place on the pitch, as well as for security reasons.

*Referee : Fabio Verissimo
Assistant Referee 1: Paulo Bras
Assistant Referee 2: Néelson Pereira
4th oficial: Miguel Nogueira”.*

11. On 19 June 2025, the Match Commissioner, Mr Mohamed El Jallani, drafted his official report, which states as follows:

“General notes:

When Al-Ittihad scored in the 39th minute of the first half, player No.3, Sabhi Al Mabrouk Al-Dhavi,² made an unsportsmanlike gesture toward the Al-Ahli Tripoli substitutes’ bench, prompting substitute players and team officials from both sides to enter the field. This led to a mass confrontation and clashes between the two teams, forcing security personnel to intervene to break up the clashes. Meanwhile, the referees decided to enter the referees’ room, and after we entered the referees’ room, the referees refused to return to the field to continue the match on the grounds that they could not enforce administrative decisions on the players and it was not possible to identify any of the players and officials. While we were inside the referees’ room, we could hear the voices of the fans outside, and because we were inside the room, we could not determine any external events. We could hear the voices of the fans outside, but because we were inside the room, we could not determine what was happening outside. While we were inside the referees’ room, after about 30 minutes, the Minister of the Interior entered and tried to talk to the referees to convince them to continue the match, but the referee refused and asked the minister to secure his exit from the stadium in a safe manner.

Notes:

The match: *Al-Ittihad Vs. Al-Ahli Tripoli*

Name of the observer: *Mohamed El Jallani*

While we were in the room, there was a phone call between the referee and the Portuguese Football Federation to check on the refereeing team. They were asked to leave immediately and return to their country as soon as possible. After 45 minutes, it was decided to remove them from the stadium. After we left under heavy security, we noticed that there were riots outside the stadium between some of the crowd and security personnel. We left safely without being attacked until we reached our accommodation. It should be noted that the match was

² This player is also referred to as “Sobhi Al Mabrouk Ali-Al-Dhawi”, “Sobhi Al-Mabrouk Ghalala”, or “Subhi Al-Mabrouk Al Dawai” in the subsequent letters quoted, because of different transliterations and nicknames.

stopped after Al-Ittihad scored a goal in the 39th minute of the first half.

Match observer: *Mohamed El Jallani*” (emphasis in original version).

12. Still on 19 June 2025, the Appellant’s legal department hand-delivered a memorandum to the LFF secretariat for the attention of the Chairman of the Competitions Organizing Committee, accompanied by hyperlinks to the match broadcast, CCTV images showing the pitch invasion and police certificates confirming the total destruction of its team’s bus. It requested (i) the ratification of a 3-0 defeat by forfeit against Al Ahli and prohibition to play in its stadium, and (ii) the imposition of provisional suspensions on the invading substitutes.
13. Simultaneously, a protest from Al Ahli reached the LFF Secretariat. It portrayed the red card against its player as a “*manifest referee error*” and requested that “*the match be replayed from the minute of interruption*”.
14. On the same date, the LFF Board of Directors adopted a circular, by which it created a three-member Fact-Finding Committee to further investigate incidents that occurred during the Match and issue recommendations “*within 72 hours*”. It decided to suspend all sporting consequences – match result, point attribution, individual sanctions and scheduling – “*pending the Committee’s final report and recommendations*”.
15. On 22 June 2025, the LFF’s Competitions Organising Committee sent a letter to the LFF Chairman and Board of Directors. After reviewing the reports of the referee and Match Commissioner, it underlined that “*given the complexity of the incidents and their deviation from the usual technical and sporting framework, it was unable to make a final decision regarding the fate of the match or its result*”. It thus referred the case back to the Board of Directors.
16. On the same date, the President of Al-Ittihad, Mr Mohamed Binismail, informed the CAF Head of Security Department and FIFA Disciplinary Committee about the incidents, which he claimed were solely the fault of Al Ahli, and invited them to intervene in order to restore “*the values and ethics of football*” and to remedy the alleged inaction of the Libyan sports authorities.
17. On 24 June 2025, the LFF Board of Directors invited the Ministry of the Interior to provide a security report as promptly as possible.
18. Still on 24 June 2025, the Ministry of the Interior drafted a report, which identified Al Ahli’s substitutes and supporters as the initiators of the second pitch invasion, and its supporters as being responsible for committing acts of vandalism on public roads. It also reported minor injuries among members of the administration and assaults on officials who came to inspect and photograph the burnt bus.
19. On the same date, the LFF informed Al-Ittihad that one of its players, Mr Sobhi Al Mabrouk

Ali Al-Dhawi, was subject to disciplinary measures and provisionally suspended until further notice.

20. On 26 June 2025, the LFF Board of Directors rendered the Appealed Decision, the operative part of which reads in its pertinent parts as follows:

“Decision of the Board of Directors of the Libyan Football Federation No.(103) for the year 2025 regarding the incidents of the match (AI-Ahly Tripoli x At-Ittihad), held in the fourth week (second leg) of the matches of the first hexagonal round for the qualified teams from Zone Two for the Libyan Premier League competition for the 2024/2025 sports season.

Board of Directors:

- *Having reviewed [(...) all relevant documents listed]*

PREAMBLE

Based on the reports of the referee and match observer, regarding the stoppage of the match before the end of its legal time due to a mass brawl involving several players and substitutes from both teams, which forced the match officiating crew to leave the field and head to the changing rooms, refusing to return and resume play on the grounds that they could not identify the instigators of the mass brawl and were unable to maintain order on the field. Based on the overall ranking table of the stage, which shows the qualification of the two concerned teams to the next stage (the second hexagonal round of the competition), and thus the competitive impact of the match result in question is nullified, and in accordance with Article (84) of the eleventh chapter of the final provisions of the basic system, and Article (1 10) of the penalties regulation, which grants the Board of Directors of the Union the authority to take whatever action it deems appropriate in cotes not specified in the applicable regulations.

Having reviewed the relevant official reports and deliberating among the board members, it has been decided to adjudicate the events and incidents of the match as follows.

It was decided as follows:

Article (1)

This preamble shall be considered an integral part of this decision.

Article (2) - Match Result

Pursuant to the provisions of Article (66), sequence (3), paragraph (f), Chapter Six (Disciplinary Procedures) of the Basic Statute of the Libyan Football Federation, it was decided

to annul the result of the match between the teams of Al-Ahly Tripoli x Al-Ittihad held during the fourth week (second leg) of the first hexagonal round matches for the Libyan Premier League competition for the 2024/2025 season, and not to adopt its result for either team, due to the absence of a competitive impact on the general ranking, and to avoid the effects of disciplinary consequences determined only in accordance with the referee's decision and the match observer's report.

Article (3) - Suspension and Sanctions

The yellow cards issued during the match are adopted as follows:

# Player Name	Affiliated Team	ID Number	Card	Reason for Warning
1. Murad bin Abdelqader Al-Mahmoudi	Al-Ahly Tripoli	1991 378	24	Rough play
2. Sanad Mansour Mohamed Al Zarouqi	Al-Ahly Tripoli	1992013	05	Rough play
3. Sanad Mostafa Abd Al-Hafith	Al-Ittihad	2000795	22	Rough play
4. Nawfel Al-Zarrouq	Al-Ittihad	1995726	10	Unsporting Behavior

1. The player Hamda Al-Masri (license number 10), ID number (1994259), is suspended for **five (5)** consecutive official matches, and fined a monetary penalty of 15,000 LYD, pursuant to Article (19), paragraph (5), of the sanctions list.

2. The player Subhi Al-Masri Al-Nasri (license number 3), ID number (2000082), is suspended for **three (3)** consecutive official matches, and fined a monetary penalty of 15,000 LYD, pursuant to Article (19), paragraph (4), of the sanctions list.

Article (4) - Spectator Sanctions

In accordance with the provisions of Article (114), general provisions from the effective sanctions list of the Libyan Football Federation, and based on Article (17), paragraph (a)(2) "Safety and Security of Matches" and Annex (1) "List of Disciplinary Measures", paragraph (b) "Responsibilities of Member Associations and Clubs for Misconduct by Their Spectators" of FIFA's Disciplinary Code;

The fans of Al-Ahly Tripoli Club are sanctioned with a monetary fine of (10,000 LYD) ten thousand Libyan dinars.

Article (5)

This decision shall enter into force from the date of its issuance, and all relevant parties are obligated to implement it” (emphasis in original version).

21. On 28 June 2025, the LFF notified the grounds of the Appealed Decision to the Parties. They can be summarised as follows:
- The Competitions Organising Committee rightly decided to refer the matter to the Board of Directors, since it found no explicit LFF provisions to rely upon, amid agitation of the public opinion, media and sports community. Furthermore, the decision required a broader perspective. Thus, the Match became a case of force majeure requiring a decision from the Board of Directors.
 - The case was referred to the LFF Board of Directors pursuant to Article 40 of the LFF Competitions Regulations that stipulates: *“Without prejudice to the Laws of the Game, if the match ended without completing its regular time due to reasons not stipulated in these regulations, the competent body in charge of organizing the competition shall study the issue and submit the recommendations to the Board of Directors to take the appropriate decision regarding it”*.
 - Although the Board of Directors attempted to form a Fact-Finding Committee based on Article 107 of the LFF Competitions Regulations, limited time and the absence of certain assigned members prevented the committee from completing its task on schedule. Similarly, the Ministry of Interior was invited to provide an urgent report concerning the events that occurred during and after the Match, the security challenges faced by security forces, and any breaches or violations identified thereof. However, *“no response was received”*.
 - The outcome of the Match has no impact on the overall group ranking or the qualification of any team, rendering its completion or replay futile from a sporting perspective. Its partial result must be annulled for reasons of social interest and public harmony, in compliance with Article 66 of the LFF Statutes and other precedents.
 - Furthermore, the inability to ensure regular conduct inside the stadium due to the mass altercation and the impossibility to precisely identify the offenders, as documented in the referee’s video and report, amount to an event of force majeure within the meaning of the LFF regulations. They constitute an obstacle to completing or replaying the game from security, regulatory and administrative viewpoints.
 - The disciplinary sanctions (yellow cards, expulsions and suspensions) mentioned in the referees’ and Commissioner’s reports must be confirmed, in accordance with Article 80 of the LFF Disciplinary Penalties Regulations.

- A monetary fine must be imposed on Al Ahli due to invasion of the pitch by some of its supporters after the referees announced the discontinuation of the Match, pursuant to Article 17 of the FIFA Disciplinary Code, which is applicable on a supplementary basis.
22. On an undetermined date, the Fact-Finding Committee allegedly issued a report to the Board of Directors, chronologically describing the incidents that occurred during the Match, with an emphasis on the two successive pitch invasions and riots, for which it attributed primary responsibility to the players, staff and supporters of Al Ahli. It recommended the following sanctions based on the LFF Disciplinary Penalties Regulations:
- Player Hamdou Al-Honi Gholala (Al Ahli) is sanctioned with a three-game suspension and fine of 1,500 LYD for assaulting an opposing team player during the Match, and a two-game suspension and fine of 1,000 LYD for refusing to leave the field after being sent off by the referee.
 - Players Ayman Al-Tihhar, Imran Salem, Murad Al-Hadli, Abdullah Al-Sharif, Hamdou Al-Houni and Marwan Al-Habishi (Al Ahli) are sanctioned with a three-game suspension and fined 1,500 LYD for their participation in a collective assault on some players of the opposing team (with a possible increase depending on the acts of violence in question and their consequences on the stoppage of the Match).
 - Player Sobhi Al-Mabrouk Ghalala (Al-Ittihad) is sanctioned with a three-game suspension for making unethical gestures towards the opposing team after the goal.
 - Players Sand Al-Warfali, Murad Al-Hadli (Al Ahli), Sand Ben Ali and Nawfal Al-Zarhoni (Al-Ittihad) have their yellow cards confirmed.
 - Accompanying persons Adel Al-Bashari, Mansour Ahabab and Walid Al-Shibli (Al Ahli) are sanctioned with a one year-suspension and fined 5000 LYD for their participation in a collective assault on the players of the opposing team.
 - Coach Hossam Al-Badri (Al Ahli) is suspended for six matches and fined 3,000 LYD for publicly inciting violence in the stadium during the Match, which led to riots, chaos, and violence. His assistant Hassam Al-Badri is suspended for five matches and fined 2,000 LYD for expressing doubts about the integrity of the match referee inside the stadium.
 - Al-Ahli is fined 10,000 LYD, required to play three upcoming matches at a neutral venue behind closed doors, and considered to have lost the match (0-2) due to its fans storming the pitch and causing the stoppage of the Match, along with a deduction of two points. It is also obliged to pay compensation for all losses and damages incurred at the stadium and its facilities or to the equipment or transportation means of the opposing team due to the riots and vandalism carried out by its supporters.
23. Thereafter, the second hexagonal stage of the 2024/2025 Libyan Premier League competition

ended, with Al Ahli and Al-Ittihad both qualifying for the Play-Offs. Al Ahli finished 1st and Al-Ittihad 3rd of the Eastern group (five points ahead of the 4th placed club).

24. From 25 July to 10 August 2025, the Libyan Premier League Championship Play-offs (“Hexagonal Cup”) were held in Milan, Italy, for security reasons, and opposed the first three clubs of the Western and Eastern groups. Al Ahli won the championship and Al-Ittihad ranked 4th, securing a spot for African competitions.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 9 July 2025, the Appellant filed a Statement of Appeal with the CAS against the LFF and Al Ahli Tripoli, by which it challenged the Appealed Decision, in accordance with Article R48 of the Code of Sports-Related Arbitration (the “CAS Code”). In its Statement of Appeal, which was drafted in English, it also sought the payment of financial compensation intended to remedy its alleged moral and material damages.
26. On 14 July 2025, the Appellant submitted a Request for Provisional Measures. It sought the stay of the Appealed Decision pursuant to Article R37 of the CAS Code, arguing that it would be “*indispensable*” for the integrity of the competition to preserve its 1-0 sporting result and lift the three-game suspension imposed on its key player.
27. On the same date, the CAS Court Office acknowledged receipt of the Statement of Appeal and Request for Provisional Measures. It invited, *inter alia*, the Respondents to comment on said request and the language of the proceedings.
28. On 15 July 2025, the CAS Court Office invited the Appellant to clarify whether it was entitled to take part in the “Hexagonal Cup Final”, which it confirmed in the affirmative without delay.
29. On 16 July 2025, the Appellant filed its Appeal Brief within the prescribed time limit, previously extended, in accordance with Article R51 of the CAS Code.
30. On the same date, the Second Respondent expressed its preference for bilingual proceedings (French/English).
31. On 17 July 2025, the First and Second Respondents duly filed their comments on the Appellant’s request for provisional measures, and concluded that it should be rejected. They pointed out that the Appellant had already qualified for the Libyan Premier League play-offs, that three additional points would have had no impact on its ranking, and that its player had already served his three-match suspension.
32. On 18 July 2025, the Appellant objected to proceedings being conducted in two languages. It also amended its previous submissions to include a request to implement an expedited

procedure.

33. On 19 July 2025, the CAS Court Office sent the operative part of the Order on the Request for Provisional Measures rendered by the Deputy President of the Appeals Arbitration Division to the Parties. It underlined that the request had been denied for the following reasons:

“ a) according to established CAS jurisprudence, sporting results, which are inherently uncertain, cannot depend on the presence or absence of individual players (which appears to be eligible to be fielded) or on the potential opponent in a tournament;

b) the assumption that, without the suspension, the Appellant would have a better standing is based on flawed premises, as the final result of the suspended match could have changed; and

c) the Appellant failed to provide any evidence in support of its submissions”.

34. On 19 August 2025, the CAS Court Office noted that the Hexagonal Cup had been held and concluded, with the final rankings and clubs qualifying of continental cups confirmed. It invited the Appellant to clarify whether it intended to maintain its Appeal, as the matter may have become moot.
35. On 21 August 2025, the Appellant stated that it intended to maintain its Appeal. It emphasised that while the “Hexagonal Cup” had concluded, the Appealed Decision still entailed disciplinary and financial consequences requiring adjudication by the CAS, including fines, venue bans, suspensions and damages.
36. On 22 August 2025, the CAS Court Office sent the Order on Language issued by the Deputy Division President to the Parties, indicating that the procedure would be bilingual, with each Party authorised to file submissions in either English or French, without the need to file translations, unless a document is drafted in another language.
37. On 22 September 2025, the First Respondent filed its Answer within the prescribed time limit, previously suspended and extended, in accordance with Article R55 of the CAS Code. It submitted an English-Arabic translation of a previous exhibit ten days later.
38. On 2 October 2025, the Second Respondent filed its Answer within the prescribed time limit, previously suspended and extended, in accordance with Article R55 of the CAS Code.
39. On 3 October 2025, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Panel appointed to decide on the present matter was constituted as follows:

Sole Arbitrator: Mr Nicolas Cottier, Attorney-at-law, Saint-Prex, Switzerland.

In the same letter, the CAS Court Office invited the Parties to indicate whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions. It also enquired about the need to organise a Case Management Conference (CMC).

40. On the same date, the First Respondent requested that a hearing be held in this matter, if possible, by videoconference. He deferred to the Sole Arbitrator regarding the necessity of organising a CMC.
41. On 11 October 2025, the Appellant requested that a hearing be held in this matter. The Second Respondent expressed the same position.
42. On 5 November 2025, the CAS Court Office provided the Parties with the reasoned Order on Request for Provisional Measures rendered by the Deputy President of the Court of Arbitration for Sport.
43. On 7 November 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in this matter, by videoconference, and invited them to indicate their respective availabilities, which triggered various exchanges of letters. It also stated that there would be no CMC.
44. On 2 December 2025, the CAS Court Office indicated that the Sole Arbitrator, in view of the Parties' availabilities, had decided to hold a hearing by video conference on 20 January 2026. It invited the Parties to provide a list of their hearing attendees.
45. On 11 December 2025, the CAS Court Office issued an order of procedure (the "Order of Procedure") on behalf of the Sole Arbitrator and invited the Parties to return a signed copy of it, which they did. It also announced that the Sole Arbitrator would be assisted by Dr Alexandra Veuthey, Clerk with the CAS.
46. On 6 January 2026, the Appellant provided the CAS Court Office with a list of its hearing attendees.
47. On the same date, the Second Respondent did likewise, while inviting the Appellant to clarify in which capacity the persons listed in its letter would attend the hearing.
48. On 9 January 2026, the CAS Court Office made the following enquiries towards the Appellant, on behalf of the Sole Arbitrator:
 - Specify in which capacity the persons listed in its previous letter would be heard.
 - Clarify if the evidentiary requests included in the Appeal Brief are maintained and confirm that the other witnesses originally announced in this document would not be heard.

- Provide a clear and complete list of all the appendices to the Statement of Appeal and Appeal Brief, duly numerated and, with an electronic file comprising all these documents and their translations.
 - Confirm that missing Annex 16 was not produced with the Appeal Brief and that it simply does not exist, it being recalled that new appendices cannot be filed anymore after the exchange of written submissions in accordance with Article R56 of the CAS Code.
49. In the same letter, the CAS Court Office invited the Parties to produce the initial memorandums sent by the Clubs to the LFF, pursuant to Article R44(4) of the CAS Code. It enjoined them to focus on five issues at the hearing, namely the Appellant's request for relief no 3; its standing and legal interest; CAS' scope and power of review; the interaction between the LFF provisions related to disciplinary sanctions; and the initiation of disciplinary proceedings before the LFF and the jurisdiction of its respective bodies.
50. On 13 January 2026, the Appellant clarified that it renounced hearing the three members of the Fact-Finding Committee listed in its Appeal Brief as witnesses, but maintained its request regarding the Match Commissioner. It also specified in which quality the other persons would attend the hearing.
51. On the same date, the First Respondent provided, *inter alia*, the CAS Court Office with a list of its hearing attendees.
52. On 14 January, the CAS Court Office informed the Appellant, *inter alia*, that the other evidentiary requests listed in its Appeal Brief that may not have been fulfilled by the Respondents would be deemed withdrawn in the absence of answer within three days.
53. On 16 January 2026, the Appellant provided the complete list of all the appendices to its submissions, duly numerated, both in their original and translated versions.
54. On 19 January 2026, the CAS Court Office invited, again, the Appellant and First Respondent to produce a copy of their initial memorandums to the LFF. It indicated that the Appellant's remaining evidentiary requests were considered as withdrawn, due to lack of reply within the prescribed deadline.
55. On 19 January 2026, the Second Respondent produced the memorandum requested by the CAS Court Office.
56. On 20 January 2026, the Appellant produced the memorandum requested by the CAS Court Office. It confirmed that it renounced hearing three of its four witnesses, but maintained its full request for production of documents. It clarified that its Annex 16 had been filed on time, but included in Annex 15.
57. Still on 20 January 2026, the Appellant announced that one of its legal representatives, Mr

Lamjed Belkahia, would not be able to attend the hearing due to “*extreme weather conditions*” in Tunisia, and that “*its partner*”, Mr Khaled Ben Mohamed Boughrara, would proceed alone.

58. On the same date, the hearing took place by videoconference.
59. The Sole Arbitrator was assisted at the hearing by Ms Pauline Pellaux, CAS Counsel, and Dr Alexandra Veuthey, CAS Clerk.
60. In addition, the following persons attended the hearing:

For the Appellant:

- Mr Khaled Ben Mohamed Boughrara (Counsel for the Appellant)
- Mr Salah Al Ajili (In-House Counsel)
- Mr Omar Jawad Atwair (Director of recruitment)
- Mr Mohamed Samir Ben Said (Interpreter)

For the First Respondent:

- Mr Fahmi Mohamed Belhadj (Counsel for the First Respondent)

For the Second Respondent:

- Mr Ali Abbes (Counsel for the Second Respondent)
- Mr Mohamed Rokbani (Counsel for the Second Respondent)

61. At the outset of the hearing, the Parties declared that they had no objections as to the constitution of the Panel and the hearing being conducted in French. They provided various clarifications regarding their factual and legal submissions. The Second Respondent’s counsel requested that the representation powers of Mr Boughrara, who he claimed was not Mr Belkahia’s partner, be attested by a duly signed power of attorney without undue delay.
62. The Sole Arbitrator heard evidence from the Appellant’s In-House Counsel, Mr Al Ajili, as a party. Mr Al Ajili stated that he had received the undated report of the Fact-Finding Committee “*through a football supporter on social media, a few days prior to the issuance of the Appealed Decision, maybe on or around 20 June 2025*”. He underlined that the supporters of Al Ahli were in greater number than those of his club on the Match Day. He confirmed that he had not sought financial compensation in his initial memorandum to the LFF.
63. The Sole Arbitrator could not hear the Match Commissioner, Mr El Jallani as a witness, as he renounced appearing at the hearing due to purported fears of reprisals.
64. The Parties thereafter were given a full opportunity to present their respective case, develop their arguments and submissions and answer the questions posed by the Sole Arbitrator.

65. At the end of the hearing, the Parties confirmed that they were satisfied with the hearing and that their right to be heard had been fully respected.
66. Shortly afterwards, the Appellant sent a power of attorney to the CAS Court Office, confirming that Mr Boughrara was entitled to act as counsel in these proceedings.
67. On 23 January 2026, the CAS Court Office informed the Parties that the evidentiary proceedings were closed, and that the Arbitral Award would be issued within a maximum of four months in accordance with Article R59 of the CAS Code.

V. SUBMISSIONS OF THE PARTIES

A. The Appellant

68. In its Appeal Brief, the Appellant submitted the following prayers for relief (in the event that the provisional measures are refused):

*“1. **Annul** Decision 103/2025 in full as ultra vires, procedurally void and substantively contrary to Articles 42-43 COR (automatic 0-2 forfeit), Articles 74-78 & 96 PR (mandatory fine, venue ban, compensation), Article 103 COR + Article 98 PR (strict club liability), and Articles 62-63 Statutes (exclusive competence of the DEC).*

*2. **Register** the fixture as a 0-2 forfeit against Al-Ahly Tripoli and restore the three points to Al-Ittihad, as the lex-specialis rules require.*

*3. **Remit** the disciplinary file to the DEC with binding instructions to apply the Article 76 PR tariff, namely LYD 10 000 fine; three-match neutral-venue order (or one-year home-ground ban); individual bans: Coach El-Badry (18 months) and nine bench invaders (5–8 matches each); LYD 1 454 500 restitution (LYD 1 120 000 burned bus + LYD 48 000 road repair + LYD 31 500 emergency logistics + LYD 180 000 lost broadcast share + LYD 75 000 sponsor rebate) plus 5 % interest p.a. from 18 June 2025 under Article 54 FDC 2025.*

*4. **Order** the Respondents, jointly and severally, to bear all CAS arbitration costs and to reimburse Al-Ittihad a lump-sum CHF 20 000 for legal, expert and translation expenses.*

*5. **Grant** any further or alternative relief the Panel deems just”. (emphasis in original version).*

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

- (i) Jurisdiction of the LFF Board of Directors:
 - The LFF Board of Directors did not have jurisdiction to render the Appealed Decision.

- The LFF Board of Directors only has jurisdiction to make decisions regarding “force majeure/emergency” cases and matters that are not expressly assigned to another body, in accordance with Article 84 of the LFF Statutes.
 - These conditions are not met in the present case, since there was no force majeure or emergency within the narrow meaning of CAS jurisprudence and applicable regulations.
 - Disciplinary measures must be taken by the Disciplinary and Ethics Committee (DEC), in accordance with Articles 62ff of the LFF Statutes.
- (ii) Alleged procedural breaches in the first instance:
- No decision should have been made before the delivery of the reports of the Fact-Find Committee and the Ministry of the Interior.
 - These reports were essential for establishing the facts, as evidenced by the correspondence of the LFF and its Competitions Organising Committee. They are also mandatory, pursuant to the spirit of Article 107 of the LFF Competitions Regulations.
 - Such oversight constitutes a breach of the procedural roadmap and stand-still order. As stems from the LFF Circular, *“If the Fact-Finding Committee cannot submit its report within seventy-two (72) hours, the Board shall extend the period or re-constitute the committee”*.
 - The wrong date of the Match indicated in the LFF Circular (19 June 2025) further distorted the procedural calendar. Furthermore, it is surprising that the LFF Board states in its decision that it did not receive the report from the Ministry of the Interior, which was issued two days earlier.
 - The LFF Competitions Organising Committee wrongly concluded that there were no explicit provisions establishing the automatic forfeiture of the Match. It should have identified those provisions and referred the case file to the DEC.
- (iii) Establishment of relevant facts:
- The primary responsibility of the two successive pitch invasions and riots lies with the players, staff and supporters of Al Ahli, as evidenced by the reports of the Fact-Finding Committee and Ministry of the Interior, as well as by the video recordings and pictures on file.
 - It is impossible for Al-Ittihad supporters to have participated in the pitch invasions, given that the Match was played behind closed doors, with the exception of officials

accredited by Al Ahli.

(iv) Result of the Match:

- The LFF Board of Directors should not have annulled the result of the Match, which was frozen by its Circular until the Fact-Finding Committee delivered its conclusions.
- The Match should be considered as lost by forfeit by Al Ahli and the three points for the victory returned to Al-Ittihad pursuant to Article 27 of the LFF Competitions Regulations, which sets out such solution against the team that causes the abandonment.
- The same conclusion would be reached based on Articles 42 and 43 of the LFF Competitions Regulations, which constitute a *lex specialis*. This is also confirmed by Articles 74 to 76 of the LFF Penalties Regulations, which provide for the automatic defeat of a host team in case of pitch invasions.
- The cancellation, loss or replay of a match must be decided irrespective of their potential impact on the competition or speculative security concerns, pursuant to Article 66 of the LFF Statutes and CAS jurisprudence. Exceptions are not applicable here, as they are only relevant when neither team is directly responsible for the incidents.
- Sports governing bodies must exhaust all rulebook safeguards before cancelling sporting results and refraining from rescheduling a match, in accordance with CAS jurisprudence. Yet, it would have been possible at the very least to replay the Match behind closed doors to address the LFF's speculative security concerns.
- In spite of the Appellant's qualification for the Hexagonal Cup and subsequent African competitions, the appeal retains practical relevance in view of the other reliefs sought in relation to sanctions and financial compensation.

(v) Suspension of individuals, fines and venue bans:

- Al Ahli is strictly liable for the behaviour of its supporters and officials in accordance with the LFF regulations (Article 66 of the Statutes; Article 98 of the Penalties Regulations; Article 103 of the Competition Regulations; Article 9 of the LFF Disciplinary Code; Article 16 of the FIFA Disciplinary Code). Such strict liability renders individual identification irrelevant.
- Al Ahli should be imposed a 10,000 LYD fine and neutral stadium order or home-ground suspension pursuant to Articles 74ff of the Penalties Regulations.
- Coach El-Badry should be sanctioned with an 18-month suspension for provocative

behaviour and incitement to collective assault (Article 18 of the LFF Disciplinary Code; Article 17 of the FIFA Disciplinary Code).

- The nine-bench invaders should be sanctioned with a suspension of 5 to 8 matches each (Articles 19 and 77 of the LFF Penalties Regulations).
- The Appealed decision misapplied the regulatory framework in many ways. Thus, the yellow and red cards did not need to be reconfirmed, and several provisions of a subsidiary nature did not need to be invoked (in particular, Article 114 of the Penalties Regulations and Article 17 of the FIFA Disciplinary Code should have given way to Articles 74ff of the Penalties Regulations, which expressly govern pitch invasions).

(vi) Financial compensation:

- Al Ahli must compensate the damage caused by its supporters and officials pursuant to LFF and FIFA regulations (Articles 62-63 of the LFF Statutes; Articles 74-78, 96 and 98 of the LFF Penalties Regulations; Article 103 of the LFF Competitions Regulations; Articles 8, 16-17 and 53-54 of the FIFA Disciplinary Code).
- Al Ahli must pay financial compensation to Al-Ittihad for the burnt bus, road repairs, emergency logistics expenses, loss of broadcast revenues and sponsors pursuant to Article 96 of the Penalties Regulations.
- Al Ahli's bus damage is evidenced by the pictures taken on the Match Day and the quotation provided for this purpose.
- Default interest is due pursuant to Articles 53 and 54 of the FIFA Disciplinary Code, which are applicable on a supplementary basis.

(vii) Consequences:

- The Appeal is admissible and well-founded.
- The Appealed Decision is null and void.
- The case file must be referred to the DEC for a new decision in accordance with the preceding considerations.

B. The First Respondent

70. In its Answer, the First Respondent requested relief as follows:

“1. Déclarer l'appel irrecevable en raison de la perte d'objet après la fin de la compétition et la fixation du classement;

2. Subsidairement, rejeter l'appel au fond et confirmer la Décision n°103/2025 dans toutes ses dispositions et motifs;

3. Mettre les frais de la procédure et les honoraires de défense à la charge de l'appelant, conformément à l'art. R64.5 du Code de l'arbitrage en matière de sport”.

71. The First Respondent's submissions, in essence, may be summarised as follows:

(i) Jurisdiction of the LFF Board of Directors:

- The LFF Board of Directors had jurisdiction to render the Appealed Decision.
- The LFF Board of Directors can adopt exceptional decisions under Article 66 of its Statutes in the event of impossibility of continuing a match or force majeure, which did, in fact, occur due to the loss of security control.
- The DEC did not need to be referred to in the circumstances of this case.

(ii) Alleged procedural breaches in the first instance:

- The LFF Board of Directors was in a position to make a decision, as it had in its possession the reports of the referee, the Match Commissioner and possibly the Ministry of the Interior.
- The reports of the referee and Match Commissioner confirm that it was impossible to resume the Match and identify those responsible. The LFF thus found itself faced with a regulatory lacuna and exercised its discretionary power to make an exceptional and balanced decision.

(iii) Establishment of relevant facts:

- The reports of the referee and Match Commissioner confirm that the Match was abandoned as a result of a general brawl involving players, officials and supporters from both clubs.
- In accordance with established disciplinary principles and CAS jurisprudence, official reports such as those of referees or match commissioners are presumed to be correct.
- The LFF never received the report of the Fact-Finding Committee, the origin and authenticity of which are doubtful.

(iv) Result of the Match:

- The possible awarding of points requested by Al-Ittihad would not have changed the

ranking or its qualification for the play-offs, which are now over. As a result, there was no sporting prejudice and no legitimate interest in filing the Appeal.

- This lack of interest was observed by the Deputy President of the CAS Appeals Arbitration Division, who rejected the request for provisional measures filed by Al-Ittihad, and then, at the end of the play-offs, by the CAS Court Office, which pointed out that the appeal was likely to have become moot.
- Such findings render the appeal inadmissible in light of CAS longstanding jurisprudence.

(v) Suspension of individuals, fines and venue bans:

(This issue was not specifically addressed in the First Respondent's submissions).

(vi) Financial compensation:

- The Appellant's request for financial compensation had never been formulated before and was not part of the first instance proceedings.

(vii) Consequences:

- The Appeal is inadmissible and, subsidiarily, groundless.
- The Appealed Decision is valid and must, at the very least, be upheld.
- The case file must not be referred to the DEC for a new decision.

C. The Second Respondent

72. In its Answer, the Second Respondent requested the following relief:

“Principalement :

1- Déclarer l'appel irrecevable pour défaut d'intérêt à agir et perte d'objet.

Subsidiairement

2- Rejeter l'appel et Confirmer la décision N 103 rendue par le Conseil d'administration de la Fédération Libyenne de Football (LFF) le 26 juin 2025.

3- Mettre les frais de procédure à la charge du Club Appellant.

4- Ordonner à l'appelant de payer au premier intime 10000 CHF au titre de frais d'Avocats”.

73. The Second Respondent's submissions, in essence, may be summarised as follows:

(i) Jurisdiction of the LFF Board of Directors:

- The LFF Board of Directors had jurisdiction to render the Appealed Decision.
- The LFF Board of Directors has jurisdiction to make decisions regarding “force majeure/emergency” cases and matters that are not expressly assigned to another body, in accordance with Article 84 of the LFF Statutes.
- These conditions are met in the present case, in the presence of serious and exceptional circumstances involving public order and security.
- The Appellant never addressed the DEC in any of its correspondences. In fact, this body has never been operational, even though it is provided for in the LFF statutes.

(ii) Alleged procedural breaches in the first instance:

- The LFF Board of Directors was in a position to make a decision, as it had in its possession the reports of the referee and the Match Commissioner.
- The reports of the referee and Match Commissioner confirm that it was impossible to resume the Match and identify those responsible. The provisions invoked by the Appellant are thus irrelevant.

(iii) Establishment of relevant facts:

- The reports of the referee and Match Commissioner confirm that the Match was abandoned as a result of players, officials and supporters from both clubs invading the pitch.
- The Appellant's attempts to present a partial version of events by arguing that the invasion of the pitch and the acts of violence were solely attributable to Al Ahli. However, such a claim is based on a clear distortion of reality and does not stand up to scrutiny of the objective evidence available.
- In accordance with established disciplinary principles and CAS jurisprudence, official reports such as those of referees or match commissioners are presumed to be correct. It is, moreover, impossible to hold a club solely responsible in the absence of clear evidence to that effect.
- The report of the Fact-Finding Committee and is not dated or signed. Likewise, the pictures and videos supplied by the Appellant authenticated and may be related to the revolution in Libya. They do not in any way prove the existence of exclusive responsibility.

(iv) Result of the Match:

- The possible awarding of points requested by Al-Ittihad would not have changed the ranking or its qualification for the play-offs, which are now over. As a result, there is no sporting prejudice and no legitimate interest in maintaining the Appeal.
- The concept of legitimate interest implies a personal, direct interest that exists at the time the appeal is lodged and throughout the proceedings.
- Failing that, and in these circumstances, the appeal must be declared moot and inadmissible in light of CAS longstanding jurisprudence.
- In the alternative, even if the merits of the case were to be examined, it would be unfair to award victory to Al-Ittihad and declare it the winner by forfeit when it shares responsibility for the events that led to the match being abandoned.
- The LFF Board of Directors decided to annul the Match due to the lack of competitive effect, circumstances of force majeure and the impossibility of accurately determining who was at fault. Furthermore, the security situation in the country made it impossible to envisage rescheduling under normal conditions, making the annulment of the result the most reasonable and proportionate solution.
- Sports governing bodies have discretionary power in organisation and safety matters. Their decisions can only be reviewed if they are arbitrary or discriminatory, in accordance with the principle of autonomy of associations recognised by CAS jurisprudence.

(v) Suspension of individuals, fines and venue bans:

- The Appellant's request for additional sanctions exceeds the jurisdictional powers of the CAS, which is not a court of first instance and cannot refer a case to a lower court with binding instructions.
- In any event, no further sanctions should be imposed, whether against Al Ahli, its players, its coach or its supporters.
- The Appealed Decision is based on a correct establishment of the relevant facts and an adequate understanding of the LFF regulatory framework.

(vi) Financial compensation:

- The Appellant's request for financial compensation exceeds the jurisdictional powers of the CAS, which is not a court of first instance and cannot refer a case to a lower court with binding instructions.

– Furthermore, the Appellant’s request is irrelevant in the context of a disciplinary procedure and “vertical dispute”. It had never been formulated before and is outside the scope of these proceedings.

– This prayer for relief must therefore be declared inadmissible.

(vii) Consequences:

– The Appeal is inadmissible and, subsidiarily, groundless.

– The Appealed Decision is valid and must, at the very least, be upheld.

– The case file must not be referred to the DEC for a new decision.

VI. JURISDICTION

74. Article R47 of the CAS Code (2025) states 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”.

75. The Appellant bases the jurisdiction of the CAS on Article 67 of the Statutes of the LFF, which reads as follows:

“Disputes arising within the Federation or disputes affecting its members, leagues, clubs, clubs members, players and officials may be referred at the final stage (i.e. after exhausting all internal channels within the Federation) to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, which shall settle the dispute definitively, outside the reach of regular courts, unless expressly prohibited by Libyan law”.

76. The Respondents did not object to the jurisdiction of the CAS in their submissions and expressly confirmed its jurisdiction by signing the Order of Procedure. It follows from the above that CAS has jurisdiction to decide on the present dispute.

VI. The Sole Arbitrator’s mandate

77. The Sole Arbitrator notes that the scope of his mandate is contentious. He thus undertakes to examine it in more detail below.

78. The Appellant brings various claims seeking financial compensation for damages allegedly

suffered as a result of the stoppage of the Match and riots, including the burnt bus, road repairs, emergency logistics expenses, as well as loss of broadcast revenues and sponsors.

79. The Respondents emphasise that the scope of the previous proceedings was limited to disciplinary matters, excluding financial compensation. The Second Respondent argues that CAS proceedings are limited to the same subject matter and cannot result in the case being referred to a lower authority with binding instructions. Consequently, the form of relief sought by the Appellant (namely that CAS should “remit the file” to the DEC with directions to award financial compensation) is inadmissible.
80. Pursuant to Article R57(1) of the CAS Code, “[t]he Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance”. As much as this provision grants CAS panels a *de novo* power of review in respect of the appealed decision, this power is not without limits. According to legal writing and well-established CAS jurisprudence, CAS panels’ *de novo* power of review cannot be construed as being wider than that of the previous instance (CAS 2016/A/4727, para 186; CAS 2014/A/3855, para 93; MAVROMATI/REEB, *The Code of the Court of Arbitration for Sport, Commentary, cases and materials*, 2nd ed., N 52-53 p. 574-575). The power of review of CAS panels is also determined by the relevant statutory legal basis and is limited with regard to the appeal against, and the review of, the contested decision, both objectively and subjectively. Thus, financial compensation issues cannot, in principle, be dealt with in disciplinary proceedings, nor can they suddenly be introduced in appeal proceedings. Ultimately, if a motion was neither object of the proceedings before the previous authorities, nor in any way dealt with in the contested decision, the panel is precluded from deciding on it (CAS 2015/A/4095, with further references; CAS 2021/A/8312, para 82; CAS 2023/A/9497 & 9523, paras 97ff; CAS 2024/A/10456, para 86; TAS 2024/A/10528, paras 121ss).
81. In this instance, the Sole Arbitrator recalls that the Appellant did not claim compensation for this damage during the LFF Board proceedings, which were strictly disciplinary in nature, and that the Appealed Decision did not address this matter in any way. The Appellant cannot in good faith submit for the first time on appeal a relief that it never sought before the previous instance (*supra* para.12). The fact that Articles 76(3) and 96 of the LFF Penalty Regulations provide – somewhat surprisingly – for the payment of “compensation” in case of damages to the stadium, other facilities and means of transport, does not undermine such finding. Furthermore, these provisions do not match the sanctions provided for in the LFF Statutes and should be disregarded by virtue of the principle of the hierarchy of norms. Lastly, their hybrid nature and means of implementation could not be fully clarified at the hearing.
82. As a consequence, the Sole Arbitrator deems that the Appellant’s prayers for relief related to its alleged financial damage are outside the scope of his mandate.
83. Coming now to the Appellant’s request that the case be referred back to the DEC, the Sole Arbitrator stresses that if CAS panels may either issue a new decision or refer the case back

to the lower instance that issued the appealed decision, they however do not have the power to refer the case to another lower instance than the one which issued the appealed decision. *A fortiori*, they cannot “refer back” the case to an instance that has never been seized (for more details on this point, see e.g. TAS 2022/A/8662, para 146; MAVROMATI/REEB, *The Code of the Court of Arbitration for Sport, Commentary, cases and materials*, 2nd ed., N 16-21, p. 561-563).

84. Accordingly, the Appellant’s request that the Sole Arbitrator refer the case to the DEC would be practically impossible, given that this entity, if it exists at all, was not the decision-maker nor seized in the case under appeal.

VII. ADMISSIBILITY

85. Article R49 of the CAS 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”.

86. The LFF Statutes are silent regarding the deadline to appeal the federation’s decisions to the CAS.
87. The Appealed Decision was notified with grounds to the Appellant by post on 28 June 2025.
88. The Appellant timely lodged its Statement of Appeal with the CAS Court Office on 9 July 2025, *i.e.* within the twenty-one days allotted by the CAS Code. The Statement of Appeal complies with the formal requirements set by Article R49 of the CAS Code.
89. Notwithstanding this, serious doubts have been raised more broadly as to the admissibility of the appeal.
90. The Appellant considers that the LFF Board of Directors did not have jurisdiction to render the Appealed Decision and complains about various procedural violations at first instance. It requests a forfeit victory in the Match against Al Ahli and its corresponding three points, as well as the issuance of various sanctions against that club and its employees. It thus alleges that its appeal retains practical relevance.
91. The Respondents maintain that the Appealed Decision was made in accordance with the regulations in force and that the issue of awarding additional points to the Appellant has become moot, in that it no longer has any practical, actual or concrete interest. The Second Respondent reiterates that the case cannot be referred to the DEC with binding instructions regarding possible sanctions against Al Ahli.
92. The Sole Arbitrator first notes that the main issue at stake here is that of legal interest. This

issue must be examined at the admissibility stage and differs from the standing to sue, which is a substantive issue (RADOUX J., Review of Procedural Case Law, CAS Bulletin, 2020, Budapest Seminar 2019, p. 97). According to CAS jurisprudence, a party appealing against a decision must have a sufficient legal interest in relation to the decision sought (see, for example, CAS 2019/A/6086, para 47; CAS 2016/A/4602, para 48; CAS 2016/A/4784, para 107; CAS 2015/A/3880, para 46; CAS 2008/A/1674, para 11; CAS 2017/A/5147, paras 51ff). Although the concept of “legal interest” must be determined on a case-by-case basis, CAS jurisprudence has clarified that an interest worthy of protection exists if the appellant (i) is sufficiently affected by the contested decision and (ii) has a specific and tangible interest in the case, whether of a sporting or financial nature (see amongst others CAS 2018/A/5888, para 4; CAS 2016/A/4903, para 77; CAS 2015/A/3880, para 46).

93. As the CAS has confirmed in several recent decisions, *“an interest worthy of protection presupposes an actual interest in obtaining the annulment or modification of the contested decision. This interest must exist both at the time the appeal is filed and at the time the judgment is rendered. The jurisprudence exceptionally disregards the requirement of an actual interest when the dispute may recur at any time in similar circumstances, when its short duration would systematically prevent the authority from verifying the legality of the solution, and when, because of its fundamental importance, there is a sufficiently significant public interest in deciding the disputed issue [...]”* (CAS 2022/A/9325, para 72; CAS 2024/A/10528, para 136; free translation). However, a purely abstract and theoretical interest in clarifying uncertainties regarding jurisdiction or interpretation of the statutes is not sufficient to create such a question of principle (CAS 2011/O/2574, paras 46ff, with further references to SFT 137 II 199, para 6.5 and SFT 131 III 319, para 3.1; CAS 2019/A/6132, paras 73ff).
94. In the case at stake, the Sole Arbitrator doubts that the Appellant had, at the time of filing the appeal and provisional measures, a concrete and actual interest in claiming the attribution of three additional points. Even though the Parties were unable to provide a precise chronology of the three phases of the LFF competition, the Appellant confirmed, in a letter dated 15 July 2025, that it had already qualified for the play-offs, namely the Hexagonal Cup, scheduled to take place shortly thereafter. Its squad was no longer affected either, since its player Al-Dhavi had, according to information provided by the LFF on 17 July 2025, already served his three-match suspension.
95. In any event, it is clear from the case file that, to date, the Appellant no longer has a legal interest in obtaining three additional points. According to the final ranking shared at the hearing, the Appellant finished third in the qualifying groups, three points behind the second-placed team and five points ahead of the team directly behind it, and finished fourth in the Hexagonal Cup in August 2025, securing a spot for African competitions. Overall, the result of the Match had no impact on its qualification for the play-offs, its opponents and subsequent results, nor did it cause any tangible financial losses.

96. The same conclusion applies to the request for a declaration of nullity of the Appealed Decision on the grounds of the alleged lack of jurisdiction of the LFF Board of Directors or any other alleged procedural defects that may have vitiated the proceedings and led to an inaccurate establishment of relevant facts. These pleas are once again primarily aimed at challenging the result of the Match and would not facilitate a legal claim for compensation, given that only the operative part of the Appealed Decision would have *res judicata* effect and that said part does not rule on any question of civil liability. For the sake of completeness, they do not give rise to a question of principle under the above-mentioned restrictive jurisprudence given their abstract and theoretical nature.
97. Finally, in the Sole Arbitrator's view, the Appellant has no legal interest in requesting the imposition of sanctions against third parties before any authority whatsoever (in the same vein, see CAS 2025/A/11047, para 64, and the references cited, which, however, consider this issue from the broader perspective of standing).
98. Considering all the above, the Sole Arbitrator concludes that the appeal is inadmissible.

VIII. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 9 July 2026 by Al-Ittihad Sports Club against the decision rendered by the LFF Board of Directors on 26 June 2025 is inadmissible.
2. (...).
3. (...).

Seat of arbitration: Lausanne, Switzerland

Date: 26 May 2026

THE COURT OF ARBITRATION FOR SPORT

Nicolas Cottier
Sole Arbitrator

Alexandra Veuthey
Clerk