



TAS / CAS

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

CAS 2025/A/11887 KSC Lokeren Temse v. FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Lars Hilliger, Attorney-at-law in Copenhagen, Denmark

in the arbitration between

KSC Lokeren Temse, Belgium

Represented by Mr Kristof De Saedeleer, Attorney-at-law in Aalst, Belgium

vs

Fédération Internationale de Football Association, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Director of Litigation, and Mr Rodrigo Morais, Senior Legal Counsel, FIFA Litigation Department, Coral Gables, USA

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I. THE PARTIES

1. KSC Lokeren Temse (“Lokeren Temse” or the “Appellant”) is a Belgian professional football club affiliated with the Royal Belgian Football Association (the “RBFA”), which in turn is a member of Fédération Internationale de Football Association.
2. The Fédération Internationale de Football Association (“FIFA” or the “Respondent”) is the world governing body of football, whose headquarters are in Zurich, Switzerland. FIFA is the governing body of international football and is recognised as such by the International Olympic Committee. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.

II. FACTUAL BACKGROUND

3. The elements set out below are a summary of the main relevant facts as established by the Sole Arbitrator on the basis of the decision rendered by the FIFA Disciplinary Committee (the “FIFA DC”) on 17 July 2025 (the “Appealed Decision”) and on the basis of the Parties’ respective written submissions, pleadings and evidence adduced at the hearing on 5 May 2026. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence 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 his Award only to the submissions and evidence he considers necessary to explain his reasoning.
4. On 3 June 2021, the FIFA Dispute Resolution Chamber (the “FIFA DRC”) rendered a decision regarding an employment-related dispute between the Appellant and the professional football player Mr Francisco José Navarro Aliaga (the “Player”), finding the Appellant as the sporting successor of the Belgian football club KSC Lokeren Oost-VL and, thus, responsible for paying to the Player the amount of EUR 72,600.77 as compensation for breach of contract without just cause plus interest (the “DRC Decision”).
5. The DRC Decision specified in point 7 of the operative part that if payment was not made by the Appellant within 45 days from the notification thereof, the Appellant would be banned from registering any new players, either nationally or internationally, up until the due amount was paid and for the maximum duration of three entire and consecutive registration periods.
6. On 9 June 2021, the grounds of the DRC Decision were notified to the Parties, and on 29 June 2021, the Appellant appealed the DRC Decision to the CAS. However, on 28 September 2021, the CAS issued a Termination Order (the “CAS Termination Order”) by which it terminated the appeal and removed it from the CAS roll due to the Appellant’s failure to nominate an arbitrator within the granted deadline.

7. On 14 October 2021, the Player requested FIFA to impose a registration ban on the Appellant in accordance with point 7 of the DRC Decision since the Appellant had failed to pay the amounts ordered in the DRC Decision, and accordingly, on 27 October 2021, FIFA informed the Club and the RBFA that a ban from registering any new players, either nationally or internationally, was imposed on the Appellant for the maximum duration of three entire and consecutive registration periods (the “First Registration Ban”).
8. The First Registration Ban was to apply as follows:
 - First registration period: 04/01/2022 – 31/01/2022
 - Second registration period: 15/06/2022 – 06/09/2022
 - Third registration period: 04/01/2023 – 31/01/2023
9. On 4 January 2022, and following national summary procedural steps taken by the Appellant before the Brussels Business Court in order to have the First Registration Ban lifted, i.e. to obtain an order that the RBFA should validate each request for admission or transfer with the right to play and provisionally accept them in the Appellant’s favour within 24 hours, the judge of the said court granted the application, however, making such injunction subject to the Appellant lodging a claim on the merits within one month of the injunction (the “First Provisional National Court Decision”).
10. The judge of the Brussels Business Court decided, *inter alia*, that the Appellant had no genuine and effective legal remedies against the DRC Decision “*on the one hand because of [the Appellant’s] limited financial resources as an amateur club and, on the other hand, because of the position of the CAS.*” Thus, the Appellant’s right to a fair trial had been violated.
11. Furthermore, it was found that the concept of sporting successor and the order against the Appellant to settle the debt to the Player was in breach of Belgian law.
12. On 31 January 2022, the RBFA sent an email to FIFA providing, *inter alia*, the following information:

“Reference is made to the judgement that was pronounced on 4 January 2022 by the President of the Brussels Business Court, ordering the registration and qualification of the players that the club, KSC LOKEREN TEMSE wishes to affiliate. This decision was brought to your attention on the same day via your lawyer (The judgement is drafted in Dutch).

The Court notes on the one hand that the club was not able to defend itself properly, neither before the Dispute Resolution Chamber nor before CAS, and on the other hand that the rules applied by FIFA (“the sporting successor”) are contrary to several rules of Belgian law.

If the Court did not immediately impose penalty payments, we are well aware that it is easy to return to the Court to obtain them if there is no voluntary execution.

The RBFA has no choice but to implement this decision.

The club KSC LOKEREN-TEMSE has submitted yesterday an application for the affiliation of the player EKANGAMENE Charni to the RBFA with attribution to the above mentioned club (application for affiliation #1074948), and this in view of the international transfer of this player from the Gibraltar club ST.JOSEPH'S to KSC LOKEREN-TEMSE, where the player will obtain the status of amateur player.

Our services have therefore created a file in the digital platform "TMS (Amateurs)" of FIFA and tried to forward the request for the delivery of the International Transfer Certificate (ITC) for this player through the aforementioned digital platform to the Gibraltar Football Federation (TMS transaction with reference #476999).

However, this transaction is refused by the TMS platform with the explanation: "The new club is currently serving a transfer ban".

We can deduce that no adjustment has yet been made to the system.

However, the RBFA is obliged and compelled (in regard to the decision of the court) to register and qualify the player.

Proceedings on the merits will be initiated this week.

FIFA has the option of intervening voluntarily in this procedure (which might be appropriate in case FIFA wishes to maintain the principle of sporting successor.) [...]"

13. On 18 February 2022, the Player informed FIFA that the Appellant had failed to respect the First Registration Ban by registering and fielding on 4 January 2022 the player Mr Leo Njengo and on 23 January 2022 the player Mr Laurens Symons at national level, based on which information, FIFA requested the RBFA to provide its comments to the Player's allegations.

14. On 23 February 2022, the RBFA informed FIFA, *inter alia*, as follows:

"Reference is made to the judgement that was pronounced on 4 January 2022 by the President of the Brussels Business Court, ordering the registration and qualification of the players that the club, KSC LOKEREN TEMSE wishes to affiliate.

This decision was brought to your attention on the same day via your lawyer (The judgement is drafted in Dutch). This decision pronounced on 4 January 2022 was taken by the President of the Court, the competent judge for proceedings for interim relief.

This decision is valid until there is a judgment on the merits. The Court notes on the one hand that the club was not able to defend itself properly, neither before the Dispute Resolution Chamber nor before CAS, and on the other hand that the rules applied by FIFA ("the sporting successor") are contrary to several rules of Belgian law.

If the Court did not immediately impose penalty payments, we are well aware that it is easy to return to the Court to obtain them if there is no voluntary execution. The RBFA has no choice but to implement this decision. The RBFA is obliged and compelled (in regard to the decision of the court) to register and qualify new players, both nationally and internationally”.

15. On 2 March 2022, FIFA informed the Club and the RBFA that the First Registration Ban imposed would remain in place.
16. On 15 March 2022, the Player requested the FIFA DC to open disciplinary proceedings against the Appellant for potential breaches of Articles 15 and 22 of the FIFA Disciplinary Code (the “FDC”) (ed. 2019) together with Article 58 of the FIFA Statutes (ed. 2021). In support thereof, the Player claimed that the Appellant had registered and fielded four players while serving the First Registration Ban.
17. On 22 March 2022, the RBFA emailed FIFA in response to its communication of 2 March 2022 to reiterate that it was “*obliged to respect the Court Order and implement this decision. The RBA is obliged and compelled (in regard to the decision of the court) to register and qualify new players, both nationally and internationally. In the meantime, the Club Lokeren Temse has started a court procedure on the merits. In this procedure, not only the RBFA (and Voetbal Vlaanderen) but also FIFA was summoned... As mentioned, this decision pronounced on 4 January 2022 is valid until there is a judgement on the merits*”.
18. On 21 April 2022, the FIFA DC opened an investigation against the Appellant for potential breach of Article 15 of the FDC (ed. 2019) and sent a request for information to the RBFA.
19. On 27 April 2022, the RBFA informed FIFA that 23 players had been registered for the Appellant during the period from 27 October 2021 to 21 April 2022.
20. In the meantime, the Appellant had also instituted proceedings before the Court of First Instance in Brussels in order to counter the DRC Decision, claiming that the Appellant could not be deemed a “sporting successor” of the club KSC Lokeren Oost-VL and that it had not agreed to CAS arbitration. However, on 4 October 2024, the said court dismissed the Appellant’s claim for lack of jurisdiction (the “First Final National Court Decision”).
21. In summary, the Court of First Instance in Brussels found as follows:
 - (i) The Appellant, as a member of the RBFA, was bound by the FIFA arbitration rules, as the arbitration agreement contained therein was valid and exclusive and, therefore, determined that the CAS had exclusive jurisdiction.
 - (ii) The Court of First Instance in Brussels lacked jurisdiction to review the merits of the dispute.
 - (iii) The Appellant had waived any objections to CAS jurisdiction by participating in the proceedings without objecting, and the CAS Termination Order resulted from the Appellant’s failure to comply with the procedural requirements, such as appointing an arbitrator and paying the advance of costs.

- (iv) Any procedural concerns with the CAS proceedings should have been addressed before the Swiss Federal Tribunal.
- 22. On 13 December 2024, FIFA had the First Final National Court Decision served to the Appellant.
- 23. On 9 January 2025, the Appellant and the Player entered into a settlement agreement regarding the partial payment of the amount owed to the Player pursuant to the DRC Decision, and the agreed settlement amount was subsequently paid to the Player accordingly.

III. PROCEEDINGS before the FIFA Disciplinary Committee

- 24. On 29 May 2025, FIFA opened disciplinary proceedings (the “Disciplinary Proceedings”) against the Appellant for potential breach of Article 21 of the FDC (ed. 2023), equivalent to Article 15 of the FDC (ed. 2019). FIFA granted the Appellant six (6) days to present its position and also requested the RBFA to provide FIFA with the list of all players registered with the Appellant between 22 April 2022 and 14 June 2023.
- 25. On 4 June 2025, the RBFA provided FIFA with the requested list, while the Appellant failed to submit any position within the prescribed deadline.
- 26. On 17 July 2025, FIFA informed the Appellant that the matter would be referred to the FIFA DC for decision.
- 27. The FIFA DC initially noted that the Appellant at no point had contested its jurisdiction or the applicability of the FDC and further established that, pursuant to Articles 55 and 56 of the FDC, it was competent to hear the present dispute and to impose sanctions in case of corresponding violations.
- 28. Moreover, the FIFA DC found that the merits of the dispute as well as the procedural aspects thereof fell under the 2025 edition of the FDC, which, in Article 4 par. 2, states that “[the 2025 ed.] also applies to all disciplinary offences committee prior to the date on which it comes into force, subject to any milder sanction that would apply under previous rules”. Effectively, this provision allows for retroactive application of the current code to the extent that the sanctions under the new code are more favourable to the accused than those under the previous edition.
- 29. In this regard, the FIFA DC noted that Article 21 of the 2025 and 2023 editions of the FDC, as well as the comparable Article 15 of the 2019 edition, empowered FIFA’s judicial bodies to sanction parties failing to comply with decisions rendered by a body of FIFA. Notwithstanding the almost identical wording of both provisions, the FIFA DC established that the 2025 edition was more favourable to the Appellant, as the previous editions strictly imposed a penalty under Article 15 par. 1(a), (2019 ed.) or Article 21 par. 1(a), (2023 ed.), whereas Article 21 par. 1(a), of the 2025 edition merely lists the imposition of a penalty as a faculty.

30. With regard to the merits of the dispute, the FIFA DC initially observed that the present disciplinary proceedings referred to a potential failure by the Appellant to comply with the DRC Decision, which was communicated to the Appellant on 3 June 2021, under which the Appellant was banned from registering any new players, either nationally or internationally, up until payment of the amount due and for the maximum duration of three entire and consecutive registration periods.
31. In this context, the FIFA DC further noted that, on 27 October 2021, the Appellant was, clearly and with no room for interpretation, informed that the First Registration Ban had been implemented against it in accordance with the DRC Decision, and that the RBFA had been *“requested to immediately implement on the respondent the Club KSC Lokeren Temse, if not done yet, a ban from registering new players at national level”*.
32. Moreover, the FIFA DC took note of a subsequent communication from FIFA dated 2 March 2022, which confirmed that the First Registration Ban would remain in place notwithstanding the First Provisional National Court Decision.
33. In this respect, the FIFA DC was satisfied that the instructions provided to the Appellant – initially through the DRC Decision and subsequently through the communications of 27 October 2021 and 2 March 2022 – were unequivocal.
34. As such, the FIFA DC concluded that the Appellant was prevented from registering any new players at both national and international level from 27 October 2021 up until the start of the registration period following the 4 January 2023-31 January 2023 registration period, i.e., 14 June 2023.
35. Nevertheless, the FIFA DC observed that the Appellant had proceeded to register 12 players during the period in which the First Registration Ban was active.
36. Moving to the alleged violation of the registration ban, the FIFA DC recalled the content and scope of Article 21 of the FDC and noted that the clear and unequivocal purpose of the said provision was to ensure that financial and non-financial decisions passed delivered by a FIFA body or the CAS are duly complied with.
37. As such, considering that the aforementioned 12 players were registered while the First Registration Ban was active, the FIFA DC found that the Appellant had failed to comply with the DRC Decision and the First Registration Ban, in direct contravention of Article 21 of the FDC.
38. In this respect, the FIFA DC acknowledged that the First Provisional National Court Decision had provisionally ordered the RBFA to allow the Appellant to register players during the ban. However, the FIFA DC considered that this national ruling could not serve as a valid justification for the Appellant’s breach.
39. Relying upon Articles 14, 58, 59 and 60 of the 2021 edition of the FIFA Statutes, the FIFA DC established that the Appellant, acting as an affiliated club and indirect member of FIFA, was not entitled to seek such relief from a national court. In addition to the above, the FIFA

DC emphasised that such conduct was expressly prohibited under Article 58 of the FIFA Statutes, which bars recourse to ordinary courts and requires member associations to sanction any party that fails to respect this obligation.

40. Consequently, the FIFA DC found that the Appellant, by requesting a provisional measure before a national court, actively sought to undermine and circumvent the final and binding DRC Decision, which constituted a deliberate and serious violation of Article 21 of the FDC.
41. Having found that the Appellant breached art. 21 of the FDC, and thus had to be sanctioned accordingly, the FIFA DC recalled that Article 21 of the FDC constitutes a fundamental pillar of the disciplinary framework, ensuring that stakeholders respect and comply with FIFA regulations and decisions. In this respect, the FIFA DC emphasised that any failure to respect such decisions is considered a very serious infringement that compromises both the sport and the trust of stakeholders. Moreover, the FIFA DC relied upon established CAS jurisprudence to underline that circumventing FIFA decisions, even temporarily, warrants severe disciplinary measures. Specifically, by referencing the award in CAS 2024/A/10529, the FIFA DC noted that the illegal registration of players grants an unfair sporting advantage and undermines the credibility of the compliance mechanism, thus necessitating severe sanctions.
42. In addition to the above, the FIFA DC established that the Appellant, as a legal person, was subject to the sanctions described under Article 6 paras. 1 and 3 of the FDC and recalled its competence to determine the type and extent of the disciplinary measures to be imposed, taking into account both the objective and subjective elements of the offence, as well as any aggravating and mitigating circumstances, in accordance with Article 25 par. 1 of the FDC.
43. In this regard, the FIFA DC underlined the seriousness of the Appellant's failure to respect the DRC Decision and the First Registration Ban. In this respect, the FIFA DC considered the Appellant's conduct to be particularly severe, as it had violated its obligation to refrain from seeking recourse before ordinary courts by initiating proceedings before the Brussels Court of First Instance. Moreover, the FIFA DC noted that, although the Appellant had obtained a provisional order allowing the registration of players, the Brussels Court of First Instance subsequently declined jurisdiction, cf. First Final National Court Decision, correctly recognising that such disputes fall within the exclusive competence of FIFA and the CAS.
44. In addition to the above, the FIFA DC recalled that, pursuant to Article 21 par. 1(a) of the FDC, any party failing to comply with a decision may in principle "*be fined for failing to comply with a decision*" and "*receive any pertinent additional disciplinary measure*". In the case of clubs, a transfer ban will also be pronounced "*until the complete amount due is paid or the non-financial decision is complied with*". Additional measures may also be ordered.
45. The FIFA DC did not consider it appropriate to apply Article 21 par. 1(d) of the FDC, as this provision in the FIFA DC's point of view is generally designed as *lex specialis* for persistent failures to comply with financial or non-financial decisions of a horizontal nature (and not necessarily on the direct failure to implement or comply with a registration ban).

As such, the more suitable sanction from a legal standpoint was to observe those parameters set forth by Article 6 par. 3 of the FDC through Article 21 par. 1(a).

46. Finally, the FIFA DC concluded that, in the light of the seriousness of the breach and in accordance with Article 6 par. 3(a) of the FDC, a ban on registering new players at both the national and international level for two full and consecutive registration periods constituted an appropriate and proportionate sanction. In this respect, the FIFA DC determined that the ban would commence in the subsequent registration period and that the Appellant would be strictly precluded from invoking the exceptions or provisional measures set out in Article 6 of the FIFA Regulations on the Status and Transfer of Players.
47. The FIFA DC finally concluded that this sanction was in line with FIFA's case law and was satisfied that it was justified in view of the contextual elements of the present proceedings and would serve the necessary deterrent effect on the Appellant.
48. Thus, on 17 July 2025, and based on the above, the FIFA Disciplinary Committee rendered the Appealed Decision and decided that:

“1. The Respondent, KSC LOKEREN-TEMSE, is found responsible for failing to comply in full with the FIFA decision rendered on 27 October 2021 (Ref. FDD-8381).

2. The Respondent shall be banned from registering new players, either nationally or internationally, for the next two (2) entire and consecutive registration periods following the notification of the present decision. The ban shall not apply to the registration period already open at the time of the notification of the present decision.”
49. On 9 October 2025, the grounds of the Appealed Decision were notified to the Appellant.

IV. SUMMARY OF THE ARBITRAL PROCEEDINGS BEFORE THE CAS

50. On 29 October 2025, the Appellant filed its Statement of Appeal and the Request for Provisional Measures in accordance with Articles R37, R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”) against the Appealed Decision rendered by the FIFA Disciplinary Committee. The Appellant requested that the case be heard by a Sole Arbitrator.
51. On 12 November 2025, and in accordance with Article R37 of the CAS Code, the Respondent filed its Response to the Request for Provisional Measures.
52. On 5 December 2025, and following several granted extensions of its deadline, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code, in which it referred to and elaborated upon its Request for Provisional Measures. With a view to ensuring equal treatment of the Parties, FIFA was granted a short deadline to submit any further observations in this respect. FIFA submitted such observations by letter of 6 January 2026.

53. On 31 December 2025, the Parties were informed by the CAS Court Office that, pursuant to Article R54 of the CAS Code, the Panel had been constituted as follows:
- Sole Arbitrator: Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark.
54. On 9 January 2026, the Order on Request for a Stay was rendered, which dismissed the Appellant's Request for Provisional Measures.
55. On 26 January 2026, and following several granted extensions of its deadline, FIFA filed its Answer in accordance with Article R55 of the CAS Code.
56. On 24 February 2026, the CAS Court Office informed the Parties that, after having considered their respective positions in this regard, the Sole Arbitrator had decided to hold a hearing by videoconference, in accordance with Article R57 of the Code.
57. On 23 April 2026, the CAS Court Office received a Request for Intervention pursuant to Article R41.3 of the CAS Code from the football player Aboubacar Dindane, who apparently, on 17 April 2026, had signed a professional contract with the Appellant for a fixed term of one season (2026/2027), starting from 1 July 2026 and ending on 30 June 2027. Mr Dindane submitted, *inter alia*, that he had a genuine legal interest in the outcome of the present dispute, as his ability to be registered by the Appellant for the 2026/2027 football season would be directly impacted by the final decision.
58. While the Appellant informed the CAS Court Office, that it supported the requested intervention, FIFA objected to the Request and submitted, *inter alia*, that the Request for Intervention could be seen as an attempt to circumvent the procedural framework, since, *inter alia*, "Mr Dindane has raised various arguments and submitted evidence that had not previously been filed by the Appellant, including documents and information to which, *prima facie*, only the Appellant itself could have had access."
59. Pursuant to Article R41.4 of the CAS Code and in accordance with established CAS jurisprudence, Mr Dindane's Request was dismissed and his submission of 23 April 2026 was not admitted to the file. The decision was notified by the CAS Court Office to the Parties by letter of 1 May 2026, which also stated that the grounds for the decision would be set out in the final award.
60. The Sole Arbitrator found that intervention requires, *inter alia*, a direct and sufficient legal interest. However, based on the specific circumstances of this case, including the circumstances surrounding the timing of Mr Dindane's signing of his employment contract with the Appellant, the Sole Arbitrator found that it had not been proven to his comfortable satisfaction that this condition was met in the present case.
61. The Sole Arbitrator further found, in particular, that the Appealed Decision is addressed to the Appellant and that the Appealed Decision, which concerns a sanction imposed on the Appellant, imposes no direct obligation upon Mr Dindane, who, if the appeal is dismissed, will, *prima facie*, be free to find another employer for the season in question or in any case to await the expiry of the registration ban imposed on the Appellant.

- 62. Finally, the Sole Arbitrator stressed that there was no agreement between the Parties as to the requested intervention.
- 63. Both Parties signed and returned the Order of Procedure on 7 and 15 April 2026, respectively.
- 64. On 5 May 2026, a hearing was held by videoconference.
- 65. In addition to the Sole Arbitrator and Ms Shanaize H. Yahiaoui, CAS Counsel, the following persons attended the hearing:

For the Appellant:

Mr Kristof De Saedeleer – Counsel
Mr Hans Van Duysen – President of KSC Lokeren Temse
Mr Thomas Bernaert – CEO of KSC Lokeren Temse

For FIFA:

Mr Miguel Liétard – Director of Litigation
Mr Rodrigo Morais – Senior Legal Counsel

- 66. At the outset of the hearing, the Parties confirmed that they did not have any objections to the constitution of the Sole Arbitrator.
- 67. The Parties were afforded the opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.
- 68. After the Parties' final submissions, the Sole Arbitrator closed the hearing and reserved his final Award. Upon closure of the hearing, the Parties expressly stated that they had no objections in respect of their rights to be heard and to have been treated equally in these arbitration proceedings.

V. THE PARTIES' SUBMISSIONS AND REQUESTS FOR RELIEF

- 69. The following outline of the Parties' requests for relief and positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator has, however, carefully considered all the submissions and evidence filed by the Parties with the CAS, even if there is no specific reference to those submissions or evidence in the following summary.

The Appellant

- 70. In its Appeal Brief of 5 December 2025, the Appellant requested the CAS to:

- “1. Order a stay of execution of the decision issued by the FIFA Disciplinary Committee on 17 July 2025, pending the final determination of this appeal;*
- 2. Set aside the decision issued by the FIFA Disciplinary Committee on 17 July 2025;*
- 3. Lift or suspend any registration ban or other disciplinary measure imposed on the Appellant;*
- 4. Alternatively, should the Sole Arbitrator decide not to annul the decision in full, reduce or conditionally suspend any sanction imposed on the Appellant;*
- 5. Order FIFA to bear all costs related to this appeal and to reimburse the Appellant's legal fees and expenses;*
- 6. Preserve the Appellant's procedural rights, including the right to submit additional exhibits and to file further written submissions in response to any defence or additional material filed by FIFA, if necessary.”*

71. In support of its requests for relief, the Appellant submitted, *inter alia*, the following:

Violation of the Reasonable Time Requirement, the principle of “venire contra factum proprium” and the 6-day deadline

- It is a constant principle of the *lex sportiva* that disciplinary bodies must conduct and conclude proceedings within a reasonable time. This requirement follows from the general principles of law and is confirmed by CAS jurisprudence.
- Unjustified inactivity, excessive delay or failure to advance proceedings violates the reasonable-time obligation, especially where the delay impairs a party's procedural rights or the ability to mount a defence.
- The threshold applied by CAS is functional: an authority breaches due process not only when it exceeds a specific period, but whenever its inactivity renders the process unfair, unpredictable or ineffective (CAS 2017/A/5042).
- In the present case, it can be established that a disciplinary procedure was opened, that the last action taken by FIFA in this regard was on 27 April 2022 and that FIFA then waited until 29 May 2025 to grant the Appellant a period of merely six days to submit a “defence”, which period moreover included a national public holiday, a bridging day, and a weekend.
- During this entire period of inactivity, no communication was provided to the Appellant, nor were any investigative steps taken.
- CAS jurisprudence has provided a clear benchmark in CAS 2024/A/10878, where a delay of two years with no meaningful procedural activity was held to be far from reasonable and incompatible with the fundamental guarantees of procedural fairness.

- The delay in the present matter exceeds this threshold by one additional year and is therefore even more clearly unreasonable and the violation is aggravated by FIFA's complete absence of communication during this period of three years, which is a relevant factor in assessing whether a delay is unreasonable.
- Letting matters stagnate for years as a governing body is fundamentally inconsistent with the obligation to administer justice diligently and is a clear violation of due process.
- What is more, deadlines must be reasonable, proportionate and tailored to the circumstances of the case.
- However, after approximately 37 months of silence, FIFA granted the Appellant a mere six (6) days to prepare and file its defence.
- This deadline was manifestly impossible to comply with as the Appellant had to retrieve and review documents dating back years, consult internal decision-makers, obtain legal representation, reconstruct factual events, present a settlement agreement and prepare a comprehensive written defence.
- Deadlines must be assessed in the light of the authority's own conduct, and a governing body that has been inactive for years cannot credibly impose urgency on the other party.
- Accordingly, the granted deadline violated the Appellant's right to be heard and its right to a fair and effective opportunity to present its case.

Violation of Article 6 of the ECHR

- Although FIFA and the CAS are not state courts, the procedural standards applied before FIFA must align with the fundamental fair-trial guarantees reflected in Article 6 of the European Convention on Human Rights (ECHR). These standards form part of the general principles of law applicable to sports arbitration.
- In this context, Article 6 safeguards can be summarised as follows:
 - Equality of arms
 - By granting the Appellant only six days to present a defence after having waited for more than three years without any action in between, FIFA violated this principle.
 - Impartiality of the Panel
 - The short deadline granted to the Appellant does not inspire confidence in its neutrality and this principle is thus violated.
 - Reasonable time requirement

- By remaining entirely inactive for more than three years, FIFA indisputably exceeded the reasonable time requirement and this fundamental procedural guarantee was therefore manifestly disregarded.
- Moreover, the disciplinary proceedings against the Appellant were only requested initiated by the Player in March 2022, and, thus, FIFA should have contacted the Player to verify whether he still intended for FIFA to pursue the matter.
- Presumption of innocence
 - By providing only six days to submit the written defense, the presumption of innocence was violated.
- Minimum defence rights
 - Granting only six days (and not even business days) after more than three years of complete inactivity fell far short of providing adequate time and facilities to prepare the case. This principle was therefore also thoroughly violated.

Violation of the principle of legitimate expectations

- Given the prolonged and unexplained inaction of the disciplinary body, the Appellant developed, and was entitled to develop, a legitimate expectation that the proceedings would not be pursued any further.
- Swiss administrative and disciplinary principles recognise legitimate expectations when an authority's conduct – especially long-term inaction – induces a party to reasonably assume that no adverse decision will follow.
- This expectation is all the more justified because the underlying dispute that had triggered the disciplinary proceedings had, in the meantime, been resolved entirely.

Settlement agreement and compliance with the DRC Decision

- Following the DRC Decision, the Appellant and the Player entered after some time into amicable settlement negotiations with a view to fully complying with the DRC Decision and resolving all pending disputes.
- These negotiations culminated in a settlement agreement signed by the two parties on 9 January 2025, in which the Appellant agreed to pay to the Player the amount of EUR 70,000.
- Such payment was made by the Appellant in full and in accordance with the agreed terms, and the Appellant thus fully complied with the financial obligations established by the DRC Decision.

- The settlement agreement expressly confirms that, upon full payment, any pending enforcement proceedings must be terminated, all disputes between the Parties are considered fully and finally settled and the Parties waive any further procedural actions.
- Thus, the imposition of a transfer ban on the Appellant in the Appealed Decision was not justified as the underlying claim had already been satisfied.

Procedural irregularities and unjustified reopening of disciplinary proceedings

- The sudden reopening/continuation of the disciplinary proceedings violated basic principles of procedural fairness and the Appellant's right to be duly notified.
- Moreover, and pursuant to Article 21 para 2 of the 2019 edition of the FDC, disciplinary proceedings with regard to financial decisions may only be initiated at the request of the creditor or any other affected party entitled to be notified of the final outcome of the proceedings, including the motivated decision if so requested.
- In the present case, there was no new request from the Player or any other entitled party to justify reopening the proceedings in May 2025. And in any case, the Player himself was no longer in a position to take any initiative as the matter had already been settled.
- The reopening of the disciplinary proceedings was procedurally irregular, contrary to FIFA's own regulations, and entirely disproportionate given that the underlying claim had been fully settled.

Failure by the Player to submit claim in insolvency proceedings precludes sanctions against the successor club

- Pursuant to CAS jurisprudence (e.g. CAS 2011/A/2646), the fact that a former player did not claim his outstanding labour debt in the bankruptcy proceedings constitutes a "lack of diligence in recovering his credit" and, thus, such player is not entitled to request disciplinary sanctions against the successor on the mere grounds that the debt has not been paid.
- Thus, in accordance with this CAS jurisprudence on sporting succession, the successor club may not be held responsible for ensuring the fulfilment of prior financial obligations of the predecessor club in circumstances where a player has failed to submit a claim in the bankruptcy proceedings.
- At the time of the bankruptcy declaration of KSC LOKEREN OOST-VL. on 20 April 2020, the relevant Belgian legal framework regulating enterprise closures and support for employees was the act of 26 June 2002 governing the closure of enterprises, implemented through the Fonds Sluizing Ondernemingen (FSO).
- Under that legal framework, when an employer becomes insolvent or goes bankrupt and is unable to fulfil its financial obligations towards its employees, including unpaid wages, holiday pay, severance/termination indemnities and other contractual benefits,

the FSO is authorised to intervene and guarantee payment of such amounts – up to a certain maximum – to the affected employees.

- It is up to a player to do what is necessary to receive this sort of compensation and to do what is necessary to minimise the compensation to be claimed.
- However, the Player never did that and this shows a lack of good faith on the part of the Player, since he did not first exhaust the internal channels towards the initial debtor before even addressing the Appellant.
- The fact that no claim was lodged by the Player in the national bankruptcy (or insolvency) proceedings should bar any attempt to impose disciplinary sanctions on the Appellant, which was affirmed in the First Provisional National Court Decision.

Alleged prohibition against bringing the case before the national court

- On 29 May 2025, the FIFA Secretariat re-opened disciplinary proceedings against the Appellant for an alleged breach solely of Article 21 of the FIFA Disciplinary Code (2023 edition), corresponding to Article 15 of the FIFA Disciplinary Code (2021 edition).
- The scope of the re-opened proceedings is therefore strictly limited to an alleged failure to comply with a previous decision.
- As such, Article 58 of the FIFA Statutes (2021 edition), which seeks to restrict recourse to ordinary courts, was not invoked by FIFA as a basis for re-opening the disciplinary proceedings.
- Consequently, this provision does not form part of the object of the dispute, nor does it constitute grounds for the disciplinary action taken against the Appellant.
- The First Provisional National Court Decision expressly – and correctly – acknowledged that both the KBVB, Voetbal Vlaanderen and SC Lokeren Temse are, in principle, bound by the FIFA Regulations and by the decisions made within the FIFA and CAS frameworks.
- As the court correctly recalled, any party voluntarily joining an association accepts to be bound by its internal regulations and by the decisions taken pursuant thereto. Likewise, the court recognised that the right of access to justice does not automatically entail a right to have all disputes adjudicated by ordinary courts and that the establishment of a specialised arbitral body is justified by legitimate interests inherent in the nature of sport.
- However, the court also held – rightly so – that these principles cannot deprive the Appellant of its fundamental right to a fair trial under Article 6 of the European Convention on Human Rights. The judge emphasised that compliance with the FIFA

- regulatory framework does not exclude the possibility, in exceptional circumstances, of seeking provisional judicial protection before national courts where this is necessary to safeguard effective access to justice.
- In this context, the court granted a purely provisional suspension of the transfer ban imposed by FIFA. The measure was expressly limited in scope and duration and merely ensured that the Appellant would not suffer irreparable harm pending the proper and effective resolution of the dispute.
 - In this context, the Appellant had not been in default at any time.
 - Following the provisional suspension of the transfer ban and as soon as the final decision on the merits was known in October 2024, the Appellant contacted the Player to discuss the ongoing case before the DRC. Until that decision, the Appellant had always maintained its position that the Appellant was not the sporting successor to the previous club and therefore could not be held liable for alleged debts or obligations.
 - The Appellant had always acted in good faith and at no time had the Appellant failed to fulfil its alleged obligations under the FIFA regulations.
 - In any case, FIFA itself accepts recourse to national courts in similar situations, e.g. regarding the challenge of the FIFA Football Agent Regulations, where, in Germany, the Landgericht Dortmund issued an interim injunction prohibiting FIFA and the German Football Association from applying certain FFAR provisions on the grounds that they violated competition law and could not be justified under the applicable freedom-of-establishment and free-market rules of European law.
 - Following that decision, FIFA – via its Bureau of the Council – suspended worldwide application of the disputed FFAR provisions via Circular 1873, pending resolution by the competent courts.
 - Also in the case brought by Lassana Diarra against FIFA and the Belgian Football Association, the Court of Justice of the European Union (CJEU) held on 4 October 2024 that certain provisions of the FIFA RSTP – in particular those governing compensation and liability upon unilateral contract termination without just cause – were incompatible with EU law, notably with regard to the free movement of workers and competition rules.
 - In direct response to the CJEU’s ruling, FIFA initiated a “global dialogue” with its stakeholders and adopted an interim framework amending Article 17 of the RSTP. Under this interim framework, new definitions of “just cause” and revised mechanisms for compensation are introduced.
 - This regulatory change proves that FIFA itself acknowledges the legitimacy of judicial or quasi-judicial review when its regulations are in conflict with higher-ranking legal norms. The fact that an ordinary (national) court’s intervention triggered a global

amendment of FIFA's core transfer rules demonstrates that recourse to national jurisdictions is neither alien nor automatically incompatible with the autonomy of sport.

- On the contrary, it underscores that ordinary courts may play a corrective and safeguarding role – especially when fundamental rights (freedom of movement, competition, due process) are at stake.
- In the light of this precedent, the Appellant submits that the resort to national courts in the present case – to obtain provisional measures and safeguard access to justice – cannot be regarded as a violation of the FIFA regulations.
- Rather, it aligns with the evolving legal reality in which FIFA itself adapts its regulatory framework in response to court orders grounded in broader public-law and supranational law principles. The recourse of the Appellant to the Belgian civil courts for provisional relief (suspension of the transfer ban) falls squarely under that same rationale.
- The Appellant cannot be reproached for having relied upon available national legal remedies and for having complied with the binding decision rendered by the national court. The national court did not attempt to override the merits of FIFA's decision, but merely to preserve the club's access to justice pending a full arbitration on the merits. The Appellant acted in full good faith and within the framework provided by Belgian law.

FIFA

72. In its answer of 26 January 2026, FIFA requested the CAS as follows:

“a. To reject the Appellant's appeal in its entirety;

b. To confirm the Appealed Decision; and

c. To order the Appellant to bear all costs incurred with the present procedure and to cover all the legal expenses of FIFA related to the present procedure.”

73. In support of its requests for relief, FIFA submitted, *inter alia*, the following:

The alleged breach of the Appellant's right to due process due to the time taken by FIFA to render the Appealed Decision

- At the outset, it must be clarified that, while the disciplinary proceedings may have taken longer than usual to be formally opened, this was caused by the Appellant's own procedural conduct, namely its unacceptable decision to seek recourse before ordinary courts in matters connected to the DRC Decision and the First Registration Ban. This was despite the fact that such courts clearly lacked jurisdiction, as subsequently confirmed by the Court of First Instance in Brussels.

- As a precautionary measure, FIFA therefore decided to await the developments of the Belgian proceedings before formally opening the disciplinary proceedings, which justifies the longer-than-usual duration of the proceedings.
- In any case, it was in fact the Appellant who benefited from any delay as it could (unduly) prolong the consequences for the failure to comply with the DRC Decision and the effects of the First Registration Ban.
- The Appellant's right to due process was, in any event, not breached.
- *In casu*, irrespective of whether the time taken by the FIFA DC to formally open the disciplinary proceedings was excessive or not (*quod non*), such timing did not impact the Appellant's right to due process as the Appellant was fully granted the opportunity to present its position in such disciplinary proceedings, but deliberately chose not to do so.
- Moreover, this is not a case about whether failure to issue a decision within a reasonable time following a party's request may constitute denial of justice or whether such failure can be treated as an appealable decision before CAS. On the contrary, a decision was issued in the present case, and the Appellant duly exercised its right to appeal such decision before CAS.
- Furthermore, the Appellant (i) never requested the FIFA DC to issue a decision in the context of the disciplinary proceedings, (ii) faced no urgency whatsoever as no provisional measure or sanction was imposed during those proceedings and (iii) suffered no prejudice to its interests as a result of the timing of the decision (on the contrary, it could unduly prolong the consequences and effects of the DRC Decision and First Registration Ban).
- Against this background, it is entirely unclear what the Appellant seeks to achieve with its allegation that a "legitimate expectation" was supposedly created that the proceedings would not be pursued any further. And it must be recalled that FIFA never issued any correspondence or took any action that could have reasonably led the Appellant to believe that the investigation into its potential failure to comply with the First Registration Ban had been terminated or that the disciplinary proceedings in this regard would not be pursued.
- Also, the Appellant itself never requested any update or information from FIFA regarding the status of the investigation or the disciplinary proceedings.
- In any event, and assuming *arguendo* (but not admitting) that a legitimate expectation had been created at a certain point between the opening of the investigation (i.e., on 21 April 2022) and the rendering of the Appealed Decision (i.e., on 17 July 2025), such expectation would in any event be completely irrelevant as the Appellant had already breached the First Registration Ban prior to the opening of the investigation.

- As such, the Appellant's right to due process was not breached as a result of the alleged excessive duration of the disciplinary proceedings.
- In any case, in accordance with Article R57 of the CAS Code and as confirmed in well-established CAS jurisprudence, "[t]he *de novo* character of an appeals arbitration procedure before CAS in principle cures procedural violations that may have occurred in previous instances" and "procedural violations that occurred in the first instance fade to the periphery in *de novo* appeals proceedings, i.e., they are cured and need no longer be addressed before CAS."
- Accordingly, it is in any event unnecessary for the Sole Arbitrator to examine such allegations as any hypothetical procedural defect would, in any event, be deemed cured by the *de novo* nature of the present CAS proceedings.

FIFA's alleged violation of the Appellant's rights of defence and fair trial by having provided a 6-day deadline for the Appellant to present its position within the Second Disciplinary Proceedings

- The Appellant further argues that FIFA breached the Appellant's right to a fair trial – as enshrined in Article 6(1) of the ECHR – for having been granted only a 6-day deadline to present its position.
- First of all, FIFA rejects that the FIFA DC is bound by the ECHR given that "*CAS Panels have consistently held that the ECHR does not apply to an association's disciplinary bodies, which cannot be qualified as "Tribunals" within the meaning of the Convention (see e.g. CAS 2000/A/290)*" (CAS 2015/A/4095).
- In any event, the substantive requirements for the application of Article 6(1) of the ECHR are not met in the present case.
- In the present case, the disciplinary proceedings do not concern "civil rights" within the meaning of Article 6(1) of the ECHR. Therefore, given that there are no civil rights or obligations or any criminal charge at stake, Article 6(1) of the ECHR does not apply in the present case.
- Irrespective of this, FIFA does not agree with the Appellant that a 6-day deadline was manifestly impossible to comply with.
- The task of the Appellant was simple and far from requiring a "*settlement agreement*" or a "*comprehensive answer*": to confirm whether or not it had registered such new players during the First Registration Ban.
- This simple and straightforward task of verifying whether it had registered new players during the First Registration Ban could easily be made within the deadline granted by FIFA.

- Notwithstanding the above, had the Appellant considered that it needed more time to verify and confirm to the FIFA DC whether it had or not registered such new players during the First Registration Ban, it could (and indeed should) have requested extension of the deadline, which, if based on justified grounds, could be granted by the Secretariat.
- However, the Appellant simply remained silent, failing (i) to present its position or (ii) to request an extension of its deadline, and, accordingly, the Appellant cannot validly now argue that it needed more time to present its position when it never requested additional time. Such conduct is a clear breach of the principle of *venire contra factum proprium* and, therefore, inadmissible.
- Moreover, it is clear that none of the principles mentioned by the Appellant related to Article 6 of the ECHR being (i) the right to be heard, (ii) equality of arms, (iii) impartiality of the Panel, (iv) presumption of innocence and (vi) minimum defence rights were breached:
 - (i) As already stated, the Appellant was granted the right to present its position regarding the matter in question, as mandated by the principle of the right to be heard, but chose to remain silent.
 - (ii) The general principle of equality of arms basically requires that comparable situations must not be treated differently but that different situations must not be treated in the same way.

Logically, the Appellant cannot in good faith argue that the work of investigating, from ground zero, possible breaches made by the Appellant of the FDC, which requires a complex process of obtaining information from third parties, such as the RBFA, can be compared to the time necessary for the Appellant to simply present its position on whether it did or did not register new players during the First Registration Ban.

In any event, the time longer than usual taken by FIFA to investigate the matter was caused by the Appellant's own procedural conduct, namely its decision to seek recourse before ordinary courts in matters connected to the DRC Decision and the First Registration Ban, despite the fact that such courts clearly lacked jurisdiction.

- (iii) The Appellant argues that "*Arbitrators must only be free from actual bias but also from any appearance of bias. The composition of the FIFA Disciplinary Committee panel must inspire confidence in its neutrality and must allow each party to raise justified objections based on independence or impartiality concerns. In concreto: By providing only six days (including a national public holiday and a weekend) to present a defense after 3 years of silence does not inspire confidence in its neutrality and violates this principle.*"

The Appellant's argument is entirely unsubstantiated, illogical and legally unfounded; the 6-day deadline was not granted by the FIFA DC but by the

Secretariat, there is no such alleged connection between such deadline and the supposed lack of impartiality, just as the Appellant never challenged any member of the FIFA DC in accordance with Article 32 par. 4 of the FDC.

- (iv) The Appellant's allegation that FIFA breached its presumption of innocence by granting it only six days to present its position in the disciplinary proceedings is completely devoid of any sense whatsoever.

First, the principle of presumption of innocence applies to criminal proceedings only, and, in any event, FIFA did not presume that the Appellant had breached Article 21 of the FDC, quite the contrary. FIFA investigated the matter, requested information from the RBFA, invited the Appellant to present its position and, only thereafter, arrived at the conclusion that the Appellant had failed to comply with the First Registration Ban.

- (v) The Appellant argues that it had no minimum defence rights as the deadline granted by the Secretariat for it to present its position "falls far short of providing adequate time and facilities to prepare the case". However, as already set out, the Appellant was in fact granted adequate time and facilities to prepare the case.
- In the light of all the above, FIFA firmly rejects that the Appellant's rights of defence and fair trial have been breached in the present case. In any event, assuming but not admitting that the 6-day deadline granted by the Secretariat breached the Appellant's rights of defence and fair trial, such (alleged) breach would, in any event, be deemed cured by the *de novo* nature of the present CAS proceedings.

The alleged settlement agreement does not change the fact that the Appellant failed to comply with the First Registration Ban

- The Appellant contends that, under Article 21 par 2 of the FDC (2019 edition), disciplinary proceedings concerning financial decisions may only be initiated at the request of the creditor and that, since the Appellant and the Player allegedly entered into a settlement agreement in January 2025, the procedural prerequisites for issuing the Appealed Decision were not fulfilled, rendering the latter legally and materially unfounded.
- This argument is based on a fundamental misunderstanding of both the applicable regulatory framework and the object of the present dispute.
- First of all, pursuant to the Appealed Decision, the Appellant was sanctioned for failing to comply with the First Registration Ban and not for failing to pay outstanding amounts to the Player. The failure to pay the Player in due time had already resulted, on 27 October 2021, in the imposition of the First Registration Ban, which remained in force until 14 June 2023.
- Had the Appellant entered into a valid settlement agreement with the Player (and presented it to FIFA) during the relevant period, such registration ban could potentially

have been lifted as the obligation arising from the DRC Decision would have been considered fulfilled. However, this never happened and the First Registration Ban therefore remained fully in force until 14 June 2023.

- Consequently, the alleged settlement agreement is entirely irrelevant to the assessment of whether the Appellant complied with the First Registration Ban.
- Moreover, it must be stressed that the disciplinary proceedings that led to the Appealed Decision concerned a non-financial decision, namely the failure to comply with the First Registration Ban.
- Disciplinary proceedings concerning non-financial decisions do not require a request from a creditor, particularly where no “creditor” exists in such proceedings, which are of an exclusive vertical nature between FIFA and the affiliated club, as confirmed by Article 21(1) FDC (2025 edition).
- In any event, FIFA recalls that the Player did request the imposition of sporting sanctions for the Appellant’s failure to comply with the First Registration Ban.
- Accordingly, the alleged settlement agreement supposedly concluded in January 2025 is entirely irrelevant to the present dispute, which concerns the Appellant’s past failure to comply with the First Registration Ban by registering players during the period when the First Registration Ban was in force.

The Player’s alleged failure to claim the amount due to him in bankruptcy proceedings is irrelevant

- The Appellant further argues that it cannot be held liable for debts incurred by KSC Lokeren OOST-VL, claiming that the Player failed to lodge his claim in the relevant Belgian insolvency proceedings regarding the said club.
- However, such argument again disregards the object and scope of the present dispute.
- In this respect, the DRC Decision held the Appellant liable as sporting successor of KSC Lokeren OOST-VL. Although the Appellant appealed this decision to CAS, the proceedings were terminated on 28 September 2021 due to the Appellant’s failure to comply with procedural requirements, rendering the DRC Decision final and binding.
- As of that date, the Appellant’s liability under the DRC Decision as well as the potential imposition of a First Registration Ban were no longer subject to review.
- In this context, the Appealed Decision did not reassess the merits of the DRC Decision but merely examined whether the Appellant complied with the First Registration Ban.
- As confirmed by the vast CAS jurisprudence, the merits of a final and binding decision cannot be reviewed in subsequent disciplinary proceedings.

- Accordingly, any arguments aimed at challenging the DRC Decision or the imposition of the First Registration Ban, such as those related to the Player's alleged failure to claim the amount due to him in the relevant insolvency proceedings in Belgium, fall outside the scope of the present appeal proceedings and must be dismissed.

The scope of the Disciplinary Proceedings was strictly limited to the Appellant's failure to comply with the First Registration Ban

- FIFA notes that the Appellant itself acknowledges that the scope of the Disciplinary Proceedings was limited to an alleged breach of Article 21 of the FDC with respect to the failure to comply with the First Registration Ban.
- In this regard, the Appellant expressly submits that Article 58 of the FIFA Statutes (2021 edition) does not form part of the object of the present dispute.
- FIFA agrees that the Appealed Decision exclusively concerned the Appellant's failure to comply with the First Registration Ban and thus a breach of Article 21 of the FDC (2025 edition).

The proportionality of the sanction

- The FIFA DC rightly concluded that the Appellant had breached Article 21 of the FDC by failing to comply with the First Registration Ban and, pursuant to Article 21, par. 1 and Article 6 par. 3 of the FDC, imposed a ban on registering new players for the next two entire and consecutive registration periods.
- It is noted that the Appellant did not raise any argument challenging the proportionality of this sanction and that relevant CAS jurisprudence consistently holds that a panel cannot review the proportionality of a sanction where the party has not expressly sought such relief (CAS 2016/A/4384; CAS 2018/A/5635).
- As such, the Sole Arbitrator is estopped from reviewing the proportionality of the sanction imposed.
- In any event, and for the sake of completeness, FIFA submits that the sanction imposed is fully justified and also significantly below the maximum disciplinary measures available under Article 21 par. 1(a) and Article 6 paras. 1 and 3 of the FDC.
- Moreover, it must be noted that CAS jurisprudence has been consistent in establishing that the internal judicial bodies of all kinds of associations have sufficient and autonomous powers to determine the sanction to be applied in the event of an infringement, always respecting the regulatory range set forth in their rules.
- In this regard, the role of a CAS Panel in reviewing sanctions is exclusively to verify whether the factual elements justifying the application of the level of sanction were taken into account, and it should not review the sanctions imposed unless they were adopted in an unlawful manner – for example, if they involve arbitrariness,

discrimination, violation of principles or breach of applicable rules – considering that the body before which the disciplinary proceedings were conducted was in a better position to know firsthand the facts of the case in question.

- Moreover, CAS jurisprudence clarifies that CAS panels must exercise self-restraint when reviewing the level of a sanction imposed by a first-instance disciplinary body and should only reassess such sanctions if they are clearly and seriously disproportionate to the offence.
- Accordingly, even assuming *arguendo* that the Sole Arbitrator was entitled to review the proportionality of the sanction, there are no grounds whatsoever for amending or reducing the sanction imposed, especially when the Appealed Decision is not grossly or evidently disproportionate to the offence.

VI. CAS JURISDICTION

74. In accordance with Article 186 par. 1 of the Swiss Federal Act on Private International Law (“PILA”), the CAS has the power to decide on its own jurisdiction.

75. Article R47, paragraph 1, of the CAS Code states, *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.”

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

77. With respect to the Appealed Decision, the Appellant submits that the jurisdiction of the CAS derives, *inter alia*, from Article 52 of the FIFA Disciplinary Code, which reads, respectively, as follows:

“Decisions passed by the Disciplinary and Appeal Committees may be appealed against before CAS, subject to the provisions of this Code and articles 49 and 50 of the FIFA Statutes”

78. FIFA has not disputed the jurisdiction of the CAS pursuant to Article 50 par. 1 of the FIFA Statutes in accordance with the provisions of Article R47 of the CAS Code.

79. The jurisdiction of the CAS was furthermore confirmed by the Parties signing the Order of Procedure.

80. It follows that the CAS has jurisdiction to decide on the appeals brought against the Appealed Decision.

VII. ADMISSIBILITY OF THE APPEAL

81. Article R49 of the CAS Code provides in its relevant parts 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.”

82. The grounds of the Appealed Decision were notified to the Appellant on 9 October 2025, and the Appellant’s Statement of Appeal was lodged on 29 October 2025, *i.e.* within the statutory time limit of 21 days set forth in Article 50 para. 1 of the FIFA Statutes, which is not disputed.

83. What is more, the Statement of Appeal complied with all the requirements of Articles R47 and R48 of the CAS Code.

84. FIFA has not disputed the admissibility of the Appeal.

85. It follows that the appeal of the Appealed Decision is admissible.

VIII. APPLICABLE LAW

86. With respect to applicable law, Article R58 of the CAS Code states as follows:

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

87. The Sole Arbitrator further notes that Article 49 par. 2 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.”

88. Based on the foregoing and given that the Appealed Decision was rendered by FIFA DC, the Sole Arbitrator is satisfied to accept the application of the various regulations of FIFA, in particular the FIFA Disciplinary Code (2025 edition) and, subsidiarily, the application of Swiss law.

IX. MERITS

Standard of proof and burden of proof

89. Before identifying and discussing the main issue to be addressed in this award, the Sole Arbitrator finds it necessary to mention and establish the relevant aspects related to the standard and burden of proof.
90. In this sense, it must be established that the standard of proof is defined as the level of conviction that is necessary to conclude that a certain fact occurred (BGer 5C_37/2004, 3.2.3; “*Il s'agit du niveau de conviction nécessaire pour qu'une juridiction puisse conclure à la matérialité d'un fait*”). As the alleged violation and sanction appealed by the Appellant are governed by the FDC, the Sole Arbitrator finds that the standard of proof set out therein applies.
91. As established in Article 39 of the FDC, the competent judicial body has “*absolute discretion regarding the evaluation of evidence*”, and “[t]he standard of proof to be applied in FIFA disciplinary proceedings is that of a “comfortable satisfaction of the competent judicial body”. This is lower than the standard “beyond a reasonable doubt”, but higher than the standard “balance of probabilities”.
92. Moreover, the Sole Arbitrator notes that, as established in Article 41 paras. 1 and 2 of the FDC, “[t]he burden of proof regarding disciplinary infringements rests on the FIFA judicial bodies” and “any party claiming a right on an alleged fact shall carry the burden of this fact.”.
93. As an additional legal basis for the foregoing, the Sole Arbitrator adheres to Article 8 of the Swiss Civil Code (the “SCC”), which states that, unless the law provides otherwise, the burden of proving the existence of an alleged fact rests on the person who derives rights from that fact, as well as to CAS jurisprudence providing that:
- “in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence” (e.g. CAS 2003/A/506, para 54; CAS 2009/A/1810&1811, para 46; and CAS 2009/A/1975, paras 71ff).*
94. Accordingly, FIFA bears the burden of establishing the alleged violation of Article 21 of the FDC.
95. However, and despite FIFA’s initial burden of proof, the Appellant is conversely under an obligation to prove all the facts and assertions upon which it respectively intends to rely in these proceedings, also to the comfortable satisfaction of the Sole Arbitrator.

The main issue before the Sole Arbitrator

96. At the outset, the Sole Arbitrator notes that the factual circumstances pertaining to this matter are for the most part undisputed. Thus, the following elements of relevance to the Sole Arbitrator's reasons are undisputed:
- On 3 June 2021, the DRC Decision found the Appellant to be the sporting successor of the Belgian football club KSC Lokeren Oost-VL and, thus, liable to pay to the Player the amount of EUR 72,600.77 as compensation for breach of contract without just cause plus interest.
 - The DRC Decision specified that if payment was not made by the Appellant within 45 days from notification thereof, it would be banned from registering any new players, either nationally or internationally, up until payment of the amount due and for the maximum duration of three entire and consecutive registration periods.
 - The Appellant appealed the DRC Decision to the CAS. However, on 28 September 2021, the CAS issued the CAS Termination Order by which it terminated the appeal and removed it from the CAS roll due to the Appellant's failure to nominate an arbitrator within the granted deadline.
 - On 27 October 2021, and following a request by the Player, the First Registration Ban was imposed on the Appellant.
 - On 4 January 2022, the Brussels Business Court delivered the First Provisional National Court Decision, and on 2 March 2022, FIFA informed the Appellant and the RBFA that the First Registration Ban imposed would remain in force.
 - Also in March 2022, the Player requested the FIFA DC to open disciplinary proceedings against the Appellant for potential breaches of the FDC. In support thereof, the Player claimed that the Appellant had registered and fielded several players while serving the First Registration Ban.
 - On 21 April 2022, the FIFA DC opened an investigation against the Appellant for potential breach of Article 15 of the FDC (ed. 2019) and submitted a request for information to the RBFA.
 - On 27 April 2022, the RBFA informed FIFA that 23 players had been registered by the Appellant for the period between 27 October 2021 and 21 April 2022.
 - In the meantime, the Appellant had instituted proceedings before the Court of First Instance in Brussels, claiming that it could not be deemed a "sporting successor" of the football club KSC Lokeren Oost-VL and that it had not agreed to CAS arbitration. However, on 4 October 2024, the said court delivered the First Final National Court Decision and, *inter alia*, dismissed the Appellant's claim for lack of jurisdiction.

- On 9 January 2025, the Appellant and the Player entered into a settlement agreement regarding the partial payment of the amount due to the Player pursuant to the DRC Decision, and the agreed settlement amount was subsequently paid to the Player accordingly.
97. While FIFA is of the opinion that the Appellant breached Article 21 of the FDC and thus must be sanctioned accordingly, the Appellant is of the opinion that it was never in default of the said article and that, in any case, the proceedings before FIFA violated its procedural rights.
98. Thus, the main issue before the Sole Arbitrator is this: Did the Appellant infringe Article 21 of the FDC, and if so, should the sanction be amended?

Did the Appellant infringe Article 21 of the FDC?

99. Any decision rendered by a sports-related body, including a decision which imposes a sanction on somebody, must adhere to the principle of legality and thus necessitates a distinct and unequivocal regulatory foundation.
100. Formally, none of the Parties dispute that a finding that an individual subject to the FIFA FDC has breached Article 21 of the FDC constitutes sufficient legal basis for imposing a sanction pursuant to the said article and/or Articles 6 and 25 of the FDC.
101. Moreover, the Appellant does not dispute to be subject to FIFA regulations, including the FDC.
102. Article 21 of the FDC reads, *inter alia*, as follows:

“21. FAILURE TO RESPECT DECISIONS

1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS:

a) may be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:

b) will be granted a final deadline in which to pay the amount due or to comply with the non-financial decision;

c) [...]

d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation

to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason; [...]"

103. In the Appealed Decision, the Appellant was found in breach of the said article for failing to comply with the First Registration Ban imposed on it on 27 October 2021.
104. In this regard, the Sole Arbitrator initially notes that the present dispute concerns whether or not the Appellant breached the First Registration Ban in an unlawful manner and whether the sanction was rightfully imposed.
105. As such, and as a preliminary note, the Sole Arbitrator notes that the Appellant's submission regarding the Player's alleged lack of diligence in recovering the amount due to him by failing to file a claim in the bankruptcy proceedings is irrelevant at the current stage in the proceedings.
106. Such submission, aimed at challenging the DRC Decision, is outside the object and scope of the present dispute and is no longer subject to review. Instead, it should have been brought before the CAS in connection with the original appeal of the DRC Decision, which the Appellant failed to do.
107. The Sole Arbitrator further notes that the Appellant submits that, since the Appellant and the Player entered into the settlement agreement on 9 January 2025 following which the Appellant paid its debt to the Player well before the opening of the Disciplinary Proceedings in May 2025, the reopening/continuation of these proceedings were not justified.
108. The Appellant submits in this regard that, pursuant to Article 21 of the FDC, such proceedings "*concerning a financial decision*" can only be initiated at the request of the creditor or any other affected party. This never happened as the underlying claim had already been paid to the Player.
109. However, the Sole Arbitrator does not concur with the Appellant on these issues.
110. First of all, and as already set out, pursuant to the Appealed Decision, the Appellant was sanctioned for failing to comply with the First Registration Ban and not for failing to pay its debt to the Player, the latter being what actually led to the First Registration Ban imposed on it in October 2021. Thus, with regard to the Appealed Decision, it is not essential that the Appellant paid its debt to the Player in early 2025.
111. Moreover, and with regard to the submission regarding the alleged lack of request from the creditor pursuant to Article 21 of the FDC, the Sole Arbitrator agrees with FIFA that the Disciplinary Proceedings that led to the Appealed Decision concerned a non-financial decision, namely the failure to comply with a non-financial sanction (the First Registration Ban) imposed on the Appellant.

112. As such, and in accordance with Article 21 of the FDC, the initiation of disciplinary proceedings in this regard does not require a request for any “creditor”, not least since no creditor exists in this regard as the dispute concerns a non-financial sanction imposed by FIFA and is of an exclusive vertical nature between the latter and the Appellant.
113. Thus, the opening of the Disciplinary Proceedings is not considered to be legally unjustified.
114. Moreover, the Sole Arbitrator notes that the Appellant has advanced several arguments in arguing that its right to due process and its right to be heard were violated during the proceedings before FIFA, *inter alia*, the alleged breach of the principle that disciplinary bodies must conduct and conclude proceedings within a reasonable time and the granting of only a 6-day deadline to present a defence.
115. The Sole Arbitrator initially notes that he agrees with the Appellant that the period from April 2022 until May 2025 during which no information was shared by FIFA regarding the status of the matter appears to be particular long.
116. However, the Sole Arbitrator also notes that it appears to be undisputed that at no time during the same period, the Appellant reached out to FIFA in order to request information regarding the status of the matter or request confirmation that the investigations were closed.
117. Moreover, the Sole Arbitrator notes that FIFA submits that it was the Appellant’s own procedural conduct, namely its decision to seek recourse before ordinary courts, that caused FIFA to await the development of such national proceedings, which the Sole Arbitrator has no reason to doubt was the case.
118. Moreover, the Sole Arbitrator notes that the Appellant failed to submit any direct negative consequences of such prolonged process.
119. Based, *inter alia*, on these circumstances, the Sole Arbitrator is not comfortably satisfied that the Appellant’s right to due process was violated, nor that FIFA breached the principle of “*venire contra factum proprium*” when opening the Disciplinary Proceedings in May 2025.
120. With regard to the 6-day deadline granted to the Appellant to provide the Secretariat “*with its position*”, the Sole Arbitrator agrees with the Appellant that such deadline appears to be particularly short, not least based on the fact that the investigations were opened in April 2022.
121. However, the Sole Arbitrator also notes that it is not disputed that the Appellant was in fact duly informed of such short deadline, but failed either to object to such short deadline before its expiry or to request an extension.
122. However, notwithstanding the above, the Sole Arbitrator finds that the alleged violation of the Appellant’s right to be heard, just like any other of the alleged violations of the Appellant’s procedural rights, is to be considered cured by the present appeal arbitration proceedings.

123. Indeed, in the present proceedings, the Appellant had full opportunity to address all the evidence on file, to submit all the evidence it wished to submit and to extensively plead its case before the Sole Arbitrator during the hearing. In this regard, it must also be noted that both Parties expressly stated that they had no objections in respect of their rights to be heard and to have been treated equally in these arbitration proceedings.
124. As such, the Sole Arbitrator agrees with CAS jurisprudence (with reference to jurisprudence of the European Court of Human Rights (the “ECtHR”) and the SFT”) on this topic as set out in CAS 2024/A/10701, par. 94:
- “[I]f the hearing in a given case was insufficient in the first instance [...] the fact is that, as long as there is a possibility of full appeal to the Court of Arbitration for Sport, the deficiency may be cured’ (CAS 94/129 award of 23 May 1995, par. 59). Later the CAS has reaffirmed this principle, holding that ‘the virtue of an appeal system which allows for a rehearing before an appeal body is that issues relating to the fairness of the hearing before the Tribunal of First instance ‘fade to the periphery’” (CAS 98/211, award of 7 June 1999, par. 8). More recently, the CAS has further relied on the Swiss Federal Tribunal case law, which held that ‘any infringement of the right to be heard can be cured when the procedurally flawed decision is followed by a new decision, rendered by an appeal body which had the same power to review the facts and the law as the tribunal of first instance and in front of which the right to be heard had been properly exercised’ (CAS 2006/A/1177, award of May 2009, par. 7.3). For another recent case, see for instance, CAS 2008/A/1594 para. 109, ‘However, as CAS has complete power to review the facts and the law and to rule the case de novo, the procedural deficiencies which affected the procedures before FILA disciplinary bodies may be cured by virtue of the present arbitration proceedings (see e.g. CAS 2006/A/1175 paras. 61 and 62, CAS 2006/A/1153, para. 53, CAS 2003/O/486, para. 50)’. This CAS jurisprudence is actually in line with European Court of Human Rights decisions, which in par. 41 of the *Wickramsinghe Case* concluded that ‘even where an adjudicatory body determining disputes over civil rights and obligations does not comply with Article 6 (1) [ECHR] in some respect, no violation of the Convention will be found if the proceedings before that body are subject to subsequent control by a judicial body that has full jurisdiction and does provide the guarantees of Article 6 (1)’” (CAS 2022/A/8695, para. 85 of the abstract published on the CAS website, with reference to CAS 2009/A/1920, para. 87).”
125. With regard to the factual circumstances of the case, the Sole Arbitrator notes, as already set out above, that it is not disputed that a number of players were in fact registered by the Appellant during the period from 27 October 2021 to 21 April 2022.
126. Thus, the Sole Arbitrator finds it undisputed that the Appellant acted against the content of the First Registration Ban, which, on a *prima facie* basis, constitutes a sanctionable violation of Article 21 of the FDC.
127. However, the Appellant submits that, based on the First Provisional National Court Decision, the Appellant was never in default with regard to the First Registration Ban.

128. However, the Sole Arbitrator finds that the Appellant has failed to adequately discharge its burden of proof to establish that this was in fact the case.
129. The Panel initially notes that Article 58 of the FIFA Statutes (2021 edition) reads as follows:
- “Obligations relating to dispute resolution*
- 1. The confederations, member associations and leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated players and officials comply with the decisions passed by CAS. The same obligation shall apply to football agents and match agents that are licensed by FIFA.*
- 2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.*
- 3. The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the association or confederation or to CAS. The associations shall also ensure that this stipulation is implemented in the association, if necessary by imposing a binding obligation on its members. The associations shall impose sanctions on any party that fails to respect this obligation and ensure that any appeal against such sanctions shall likewise be strictly submitted to arbitration, and not to ordinary courts of law.”*
130. Even if this provision seeks to restrict recourse to ordinary courts, the Parties are in agreement that the Appellant’s recourse to the national courts in itself does not form part of the object of the present dispute, nor does the Appellant’s recourse to the national courts form part of a legal basis for the sanction imposed on the Appellant in the Appealed Decision.
131. The Sole Arbitrator further notes that the Appellant acknowledges that, in principle, it is bound by the regulations of FIFA and thus also by Article 58 of the FIFA Statutes and by any decision made within the FIFA and CAS frameworks.
132. However, the Appellant also submits that being bound by the regulations of FIFA does not deprive it of its fundamental right to a fair trial and does not rule out the possibility, in exceptional circumstances, of seeking provisional judicial protection before competent national courts where this is necessary to safeguard access to justice.
133. However, such right is not a general right to bring any and all disputes before national courts just because you do not like or agree with a FIFA or CAS decision.

134. The Sole Arbitrator finds that the Appellant has failed to adequately discharge its burden of proof to establish that this case contains such exceptional circumstances that grant the Appellant a right to seek judicial protection before competent national courts in a manner that is legally binding for FIFA.
135. Pursuant to the Seraing Judgement (CJEU, 1 August 2025, Case C-600/23 RFC Seraing v FIFA, UEFA and URBSFA), national courts within the EU are now under a duty to ensure an effective judicial review of CAS arbitral awards affecting EU law public order principles, thus granting, when EU public policy is at stake (as an exceptional circumstance), a party to a CAS award the possibility of seeking provisional measures aiming at suspending or neutralising the effect of an arbitral decision.
136. However, and without considering whether such principle is also applicable to decisions rendered the judicial bodies of FIFA, such as the DRC Decision, the Sole Arbitrator finds that Appellant has failed to substantiate why EU public policy should be at stake in this case. In fact, the Appellant only briefly mentioned the issue of EU public policy as a new (and inadmissible already due to untimely filing) argument only submitted during its closing statements, and in any case without substantiating such argument other than the First Registration Ban was supposedly in conflict with EU law.
137. Moreover, when instituting proceedings before the Court of First Instance in Brussels the Appellant claimed only that it could not be deemed a sporting successor of the football club KSC Lokeren Oost-VL pursuant to Belgium national law, but apparently never submitted any arguments regarding EU public policy being at stake.
138. Moreover, the Sole Arbitrator notes that even the First Final National Court Decision found, *inter alia*, that in the present case, the Appellant was bound by the valid and exclusive FIFA arbitration rules, thus granting CAS exclusive jurisdiction, and that any procedural concerns with the CAS proceedings (regarding the DRC Decision), including an alleged violation of the right to be heard, should have been addressed before the Swiss Federal Tribunal.
139. The Sole Arbitrator finds that such decision only makes it more difficult for the Appellant to establish that this case contains such exceptional circumstances that grant the Appellant a right to seek judicial protection before competent national courts in a manner that is legally binding for FIFA, not least since the Appellant failed to exhaust its legal remedies under the agreed arbitration agreement.
140. Moreover, the Sole Arbitrator notes that the risk of relying upon seeking judicial protection before an incompetent national court, as in the present case, fully lies with the party seeking such protection, not least in a case like the present one where the Appellant has not documented any urgent need for the registration of new players or in any other manner proven that it would potentially suffer irreparable harm. The Sole Arbitrator finds that the Appellant sought to obtain an unfair sporting advantage by registering players in an unjust manner.
141. Based, *inter alia*, on the above, and with due consideration to Article 58 of the FIFA Statutes, the Sole Arbitrator thus finds that the Appellant has failed to adequately discharge its burden of proof to establish to the comfortable satisfaction of the Sole Arbitrator that this case

contains such (exceptional) circumstances that grant the Appellant a right to seek judicial protection before competent national courts in a manner that is legally binding for FIFA, and which, based on the First Provisional National Court Decision, should have had the consequence that the Appellant was never in default with regard to the First Registration Ban, even when registering players during the registration periods between 4 January 2022 and 31 January 2023.

142. In other words, the Sole Arbitrator is not comfortably satisfied that the First Provisional National Court Decision constituted valid and legal justification for the registration of players during the First Registration Ban.
143. Thus, the Sole Arbitrator agrees with the Appealed Decision in its finding that the Appellant's breach of the First Registration Ban constituted a serious violation of Article 21 of the FDC.

The sanction imposed on the Appellant

144. The Sole Arbitrator initially notes that the FIFA DC's assessment of the evidence in this matter and application of the above-mentioned provisions resulted in a ban on the Appellant from registering new players, either nationally or internationally, for the next two entire and consecutive registration periods following the notification of the Appealed Decision.
145. In its alternative request for relief, the Appellant requested the CAS to "*reduce or conditionally suspend any sanction imposed on the Appellant*", however, without submitting any arguments in support thereof.
146. As a preliminary issue, the Sole Arbitrator emphasises that, according to CAS jurisprudence, the measure of the sanction imposed by a disciplinary body in the exercise of the discretion allowed by the relevant rules should be reviewed with care (e.g. CAS 2018/A/6038, para. 126; CAS 2016/A/4910, para. 54).
147. Moreover, according to other CAS jurisprudence, some CAS panels reassess first-instance disciplinary sanctions only if they are evidently and grossly disproportionate to the offence or if a different conclusion than that of the first-instance body is reached on the substantive merits of the case (cf. CAS 2017/A/5086 at para. 206, CAS 2009/A/1817 & 1844 at para. 174 with references to further CAS case law, CAS 2012/A/2762 at para. 122, CAS 2013/A/3256 at para. 572, CAS 2016/A/4643 at para. 100, CAS 2019/A/6344 at para. 501).
148. The above does not mean that the CAS powers are somehow formally limited. Rather, it means that – far from excluding or limiting the power of a CAS panel to review *de novo* the facts and the law of the dispute at hand (pursuant to Article R57 of the CAS Code) – a CAS Panel should tend to pay respect to a fully-reasoned decision and should not easily "tinker" with a well-reasoned sanction, not considering it proper to just slightly adjust the measure of the sanction (cf. CAS 2015/A/3875 at para. 109, CAS 2011/A/2645 at para. 94, CAS 2011/A/2515 at paras. 66-68; CAS 2011/A/2518 at para. 10.7, CAS 2010/A/2283 at para. 14.36).

149. In other words – according to one current of CAS precedent – CAS panels should defer to the sanction imposed by first-instance bodies where the same conclusion is reached on the substantive merits of case, so long as the sanction imposed is not evidently or grossly disproportionate.
150. The Sole Arbitrator appreciates, however, that some CAS Panels have applied a lower threshold of review: “[t]here is well-recognized CAS jurisprudence to the effect that whenever an association uses its discretion to impose a sanction, CAS will have regard to that association’s expertise but, if having done so, the CAS panel considers nonetheless that the sanction is disproportionate, it must, given its *de novo* powers of review, be free to say so and apply the appropriate sanction” (see CAS 2022/A/9053, para. 274). Similarly, in yet another CAS decision, the panel stated that the jurisprudence according to which the CAS should reassess sanctions only if they are evidently and grossly disproportionate to the offence “*should be interpreted (and applied) with care*” since the CAS’s “*powers to review the facts and the law of the case are neither excluded nor limited*” (cf. CAS 2018/A/5808).
151. In any event, and regardless of whether this Sole Arbitrator’s standard of review to justify amending the FIFA DC sanction set out in the Appealed Decision is that it was “*evidently and grossly disproportionate*” or “*disproportionate*”, the outcome would be the same as the Sole Arbitrator does find that the Appellant has failed to adequately discharge its burden of proof to establish that the sanction imposed on it was even disproportionate.
152. Thus, the Sole Arbitrator does not find any legal basis for amending the imposed sanction.

X. COSTS

(...)

DECISION

The Court of Arbitration for Sport rules that:

1. The appeal filed on 29 October 2025 by KSC Lokeren Temse against the decision FDD-11691 passed on 17 July 2025 by the Disciplinary Committee of the *Fédération Internationale de Football Association* is dismissed.
2. The decision FDD-11691 passed on 17 July 2025 by the Disciplinary Committee of the *Fédération Internationale de Football Association* is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Operative Part: 22 June 2026

Lausanne, 17 July 2026

THE COURT OF ARBITRATION FOR SPORT

Lars Hilliger
Sole Arbitrator