



**TAS / CAS**

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

**CAS 2024/A/10662 Udinese Football School Cartagena v. Watford FC & FCF & FIFA**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: **José Luis Andrade**, Attorney-at-Law, Porto, Portugal

in the arbitration between

**Udinese Football School Cartagena**, Colombia

Represented by Messrs Salavatore Civale, Francesco Casarola and Roberto Terenzio,  
Attorneys-at-law in Nocera Inferiore, Italy

**Appellant**

and

**Watford FC**, England

Represented by Messrs Alfredo Garzón and Juan Alfonso Prieto Huang and Ms Patricia Galán,  
Attorneys-at-law at Senn Ferrero, Madrid, Spain

**First Respondent**

and

**Colombian Football Federation**, Colombia

Represented by Mr Andrés Tamayo Iannini, Secretary General, Bogotá, Colombia

**Second Respondent**

and

**Fédération Internationale de Football Association**, Switzerland

Represented by Messrs Miguel Liétard and Rodrigo Morais, Attorneys-at-law, Florida, United  
States

**Third Respondent**

## **I. THE PARTIES**

1. Udinese Football School Cartagena (“Udinese Cartagena”, or the “Appellant”) is a Colombian amateur football club, which is affiliated to the Colombian Football Federation, which is itself member of FIFA.
2. Watford FC (“Watford”) is an English football club currently playing in the English Football League and is affiliated to The Football Association, which is itself member of FIFA.
3. The Colombian Football Federation (“FCF”) is the governing body of football in Colombia and is a member of FIFA.
4. The Fédération Internationale de Football Association (“FIFA”) is the world governing of football. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.

## **II. KEY FACTS**

### **A. Relevant Background**

5. On 19 December 2018, the Appellant registered the Colombian football player Mr. Ober Yesid Almanza Sehuanes, born on 10 May 2003 (“Player”).
6. In accordance with the Player’s passport, issued by the FCF on 3 February 2022, the Player was registered for the Appellant as an amateur, as follows:
  - from 19 December 2018 until 31 December 2018;
  - from 1 January 2019 until 31 December 2019;
  - from 1 January 2020 until 3 February 2020, and from 31 August 2020 until 31 December 2020; and
  - from 1 January 2021 until 6 July 2021.
7. On 1 July 2021, Watford and the Player entered into an employment agreement.
8. On 6 July 2021, the FCF delivered the Player’s ITC and the Player was registered as a professional for Watford in the FIFA Transfer Matching System (“TMS”).
9. On 10 June 2023, the Appellant sent a letter to Watford requesting the latter to pay the amount of €172,500 as training compensation.
10. On 10 July 2023, the Appellant requested the FCF to submit in TMS, on its behalf, a claim before the FIFA Dispute Resolution Chamber (“FIFA DRC”) against Watford, requesting that the latter be ordered to pay training compensation in the amount of €172,500.00, plus 5% interest.

11. On the same date, the FCF answered to the Appellant's request, requesting the Appellant to submit the following documents, in order to upload the claim in TMS:
  - A copy of the Appellant's sporting recognition certificate for the period between 2018 and 2021;
  - A copy of the Appellant's sporting recognition certificate; and
  - The Appellant's certificate of affiliation to the league.
12. On 11 July 2023, the Appellant submitted to the FCF a document issued by the *Instituto Distrital de Deporte y Recreación* on 27 April 2020, by means of which this entity granted "*Sports Recognition, and link the National Sports System to the UDINESE FOOTBALL SCHOOL CARTAGENA SPORTS CLUB, for five (5) years for having complied with all the legal requirements established in this regard, with the purpose of promoting and sponsoring the practice of FOOTBALL, in all its modalities, recreation and the use of free time in accordance with the statutory objectives of the club.*"
13. On the same date, the FCF replied to the Appellant stating as follows:

*"Dear Madam,  
We acknowledge receipt of your communication. In this regard, we reiterate the content of the previous request, therefore we invite you to send us the sporting recognition of the club for the years 2018 and 2019, as well as the certificate of affiliation to the corresponding league.  
Regards,"*
14. On 19 July 2023, the Appellant replied by e-mail to the FCF, stating as follows:

*"Dear Madam,  
While we are waiting to provide you with the affiliation document, we would like to point out that the document regarding the club's certificate of sporting recognition that was provided to you on 11 July 2023 states that the club applied in 2018 but was only confirmed in 2020, however the club has been active since 2018."*
15. On 23 July 2023, the Appellant submitted to the FCF a document issued by the President of the Liga de Fútbol de Bolívar, stating the following:

*"The undersigned President of the Bolívar Soccer League, CARLOS MARIO CORTES RODAS, Identified with C.C. No 70,117,862 of Medellín, Certifies that the UDINESE FOOTBALL CARTAGENA Club has been affiliated with our Institution since 2020 with affiliation number 014 and has current sports recognition with number 071 of April 2020, is Peace and Safe for all concepts and He does not present disciplinary sanctions, he has been participating in all the tournaments that the League organizes."*
16. On 25 July 2023, the FCF replied to the Appellant's abovementioned e-mail stating as follows:

*“Dear Madam,  
We acknowledge receipt of your communication. In this regard, we reiterate the content of previous communications in which we requested the remission of the Sporting Recognition of the club for the years 2018 and 2019, in case of not having this document for the reasons mentioned in your mail dated July 19, 2023, we request that you please send us a confirmation of the issue by IDER.  
Also, in the certification of affiliation sent, it is mentioned that the club is affiliated to the League from 2020, so it is from that date that the club is part of the associated football and entitled to claim compensation for training from that year onwards.  
Regards,”*

17. On 31 July 2023, the Appellant replied to the FCF and sent another document issued by the President of the LFB stating the following:

*“TO WHOM IT CONCERNS  
The undersigned President of the Bolívar Soccer League, CARLOS MARIO CORTES RODAS, Identified with C.C. No 70,117,862 of Medellín Certifies that the UDINESE FOOTBALL CARTAGENA Club has been participating in the tournaments that the League has organized since December 2018. [...]”*

18. On the same day, the FCF replied to the Appellant’s stating as follows:

*“Dear Sirs,  
We acknowledge receipt of your communication. In this regard, we reiterate the content of previous communications in which we requested the remission of the Sporting Recognition of the club for the years 2018 and 2019, in case of not having this document for the reasons mentioned in your mail dated 19 July 2023, we request that you please send us a confirmation of the issue by IDER.  
Likewise, we inform you that, taking into consideration the content of the League certifications sent by you, we will proceed to submit a query to the corresponding League Department in order to clarify the date on which the club was affiliated.  
Regards,”*

19. On 4 August 2023, the Appellant sent an e-mail to the FCF, with FIFA in copy, stating as follows:

*“Dear Madame,  
Dear Sirs,  
I write this email with the relevant departments of FIFA in copy, namely Disciplinary, Players’ Status, Legal and Litigation as well as the Help Desk of TMS FIFA.  
The FCF - Federación Colombiana de Fútbol is not authorised and/or entitled to conduct such kind of investigation.  
The task of FCF is to simply upload on TMS the claim.  
Our office has been patiently replying to your requests even if the documentation you were looking for was absolutely already at your disposal.  
Said that, FCF is kindly, respectfully and firmly required to immediately - without any delay - upload the claim of the Club Udinese Football School Cartagena on TMS.*

*FCF is also required to immediately stop, interrupt and refrain from performing further abusive conducts against the Claimant.*

*FCF has not right to do so and we will not tolerate it anymore.*

*Any damages to the Claimant's right will be referred to the competent body.*

*Finally, FCF is required according to the regulations of FIFA to immediately transfer any communication related to the case to the Claimant's representatives and without any delay.*

*The relevant FIFA departments in copy to this email are kindly requested to safeguard the Claimant's rights.*

*Kind regards"*

20. On 8 August 2023, the FCF responded to the Appellant by e-mail, stating as follows:

*"We acknowledge receipt of the email dated August 4, 2023, sent by Mr. Salvatore Civale (avvocato@studiocivale.it) to various FIFA departments and the Colombian Football Federation (FCF), in which he makes a series of unfortunate and defamatory remarks against this Federation, related to several communications exchanged between the FCF and Mrs. Elena Raccagni (e.raccagni@studiocivale.it). Mrs. Raccagni, representing the club UDINESE FOOTBALL SCHOOL CARTAGENA, a sports entity affiliated with the Bolívar Football League, has submitted incomplete documentation in an attempt to file a claim against Watford FC via TMS for the solidarity contribution of player Ober Yesid Almanza.*

*First and foremost, the Colombian Football Federation (FCF) strongly rejects the terms in which this entity is addressed, as, in addition to being false and defamatory, they are openly disrespectful and reprehensible.*

*We request that Mr. Salvatore Civale refrain from addressing the FCF or any of its officials in the derogatory, prejudicial, and even threatening terms used in his email, and even more so, from sending emails to FIFA or any of its divisions that contain content completely unrelated to the facts.*

*That said, this is an opportunity to clarify that since July 10, 2023, emails have been exchanged with Mrs. Elena Raccagni, as she, in her capacity as representative of UDINESE FOOTBALL SCHOOL CARTAGENA, has sent several documents for the FCF to load the above-mentioned claim via TMS. However, the documentation submitted is clearly incomplete, and the FCF, in the legitimate exercise of its statutory and regulatory duties, has requested that the required documents be sent in order for the claim to be properly processed in the System.*

*In several emails, and without any reproach, Mrs. Elena Raccagni has sent some of the documents that the FCF requested. However, on multiple occasions, the sporting recognition and affiliation certificate to the Bolívar Football League for the years 2018 and 2019 were requested, since these documents confirm that the club was part of organized football during the specified years.*

*Mrs. Elena Raccagni herself stated on July 19, 2023, that the club UDINESE FOOTBALL SCHOOL CARTAGENA was "active" from 2018, but subsequently, on July 23, 2023, she sent a certificate issued by the Bolívar Football League stating that the club was affiliated with the League since 2020.*

*For this reason, the FCF once again requested the sporting recognition for 2018 and 2019, or any kind of document issued by the appropriate local authority, to verify that*

*the club UDINESE FOOTBALL SCHOOL CARTAGENA was part of organized football in those seasons.*

*Subsequently, on July 31, 2023, Mrs. Elena Raccagni, ignoring the FCF's request, only sent a certification from the Bolívar Football League stating that the club "has been participating in the tournaments organized by the League since December 2018." Due to the repeated omissions by Mrs. Raccagni and the insufficiency of this document, the FCF once again requested the sporting recognitions previously mentioned and clarified that it would consult with the Bolívar Football League regarding UDINESE FOOTBALL SCHOOL's affiliation date, as participating in a competition is not the same as being affiliated with the League.*

*It is reiterated that the sporting recognition and affiliation certificates are requested from all clubs wishing to file a claim with FIFA authorities, as these are the documents that verify that a club belongs to organized football and since when it became part of it. This information is entirely relevant and pertinent, as a club that is not part of organized football or has not been affiliated during a specified period is not entitled to receive the compensation mechanisms established by FIFA's RETJ, or any other benefit arising from FIFA or FCF regulations during the time it was not affiliated with a League or recognized by sports authorities.*

*Contrary to what Mr. Civale claims in his unfounded accusations, the FCF is not conducting any kind of investigation against UDINESE FOOTBALL SCHOOL CARTAGENA, as our actions have been limited to requesting the pertinent, relevant, and regulatory documentation in order to properly load the eventual claim in the FIFA TMS. This is not an isolated process; rather, it is the protocol that the FCF always follows to ensure that clubs are properly legitimized to claim compensation mechanisms from FIFA's RETJ via TMS, and thus avoid unjustified payments or misleading FIFA authorities.*

*If Mr. Civale is unaware, the FIFA regulations stipulate that its Member Associations are responsible for the information they load into the TMS System (Articles 3, 5, and 9 of FIFA's RETJ), and it is their responsibility to ensure that the information provided is accurate, complete, and relevant. In this sense, the repeated requests made to Mrs. Elena Raccagni aim to ensure that the complete and relevant documentation is provided to confirm that the club UDINESE FOOTBALL SCHOOL CARTAGENA was part of organized football in 2018 and 2019. If not, and if a claim is filed including those years, incorrect information would be submitted to FIFA, which could result in unjustified payments and misleading the authorities involved. This, from being an abusive conduct, as Mr. Civale disrespectfully claims, this is the FCF fulfilling its regulatory duties before FIFA when loading any kind of documentation or claim in the TMS System.*

*Irresponsibly loading incomplete or incorrect information would not only harm the clubs involved and FIFA itself, but also the FCF, a FIFA Member Association, which is not willing to breach its regulatory obligations and subject itself to unwarranted disciplinary investigations due to the repeated omissions of the representatives of UDINESE FOOTBALL SCHOOL CARTAGENA who have unjustifiably failed to comply with the FCF's requests.*

*We hope to have clarified the unfortunate email.*

*Attached is the email chain exchanged with Mrs. Elena Raccagni for your information and relevant purposes.*

*Sincerely,"*

21. On 9 August 2023, the Appellant responded to the FCF's above-referenced e-mail, stating as follows:

*“Dear Sirs,  
we do reiterate the contents of our correspondence dated 4 August 2023.  
We also note that - unfortunately - the abuse of the FCF is continuing.  
The transfer which gave right to the claimant to file its claim occurred on 6 July 2021.  
The claim was filed - via FCF - on 10 July 2023, thus in time, according to the FIFA Regulations.  
Today, 9 August 2023 the FCF is still not complying with its obligations.  
We kindly ask FIFA urgent intervention to solve this embarrassing matter caused by FCF.  
best regards  
Salvatore Civale”*

22. On 10 August 2023, the FCF submitted, on behalf of the Appellant, a claim against Watford FC in TMS, which gave rise to case ref. No. TMS 13318. Together with the claim and the exhibits originally sent by the Appellant to the FCF by e-mail on 10 July 2023, the FCF also attached the following documents:

- A letter addressed by the FCF to the FIFA DRC, setting out the reasons for which the FCF had until then refrained from forwarding the Appellant's claim;
- The e-mails exchanged between the FCF and the Appellant's representatives;
- A copy of the Colombian Law Decree no. 1228 of 1995;
- A copy of the Colombian Law no. 181 of 1995;
- The document issued by the President of the LFB regarding the Appellant's affiliation and its sports recognition; and
- The sporting recognition certificate issued by *Instituto Distrital de Deporte y Recreación* on 27 April 2020.

23. On 14 August 2023, the FIFA DRC informed the Appellant that its claim appeared to be barred by the statute of limitation and was therefore inadmissible.

24. On 21 August 2023, the Appellant requested the FCF to upload in TMS, on its behalf, a letter requesting FIFA to reopen the case and accept its claim on the basis that it had sent its original claim to the FCF before the expiry of the 2-year time limit but that the FCF had illegitimately refused to immediately file the claim.

25. On 22 August 2023, the FCF uploaded the Appellant's abovementioned letter in TMS, together with its exhibits.

26. On 24 August 2023, the FIFA DRC sent a letter to the Appellant, in which it reiterated that the Appellant's claim had been uploaded on 10 August 2023 and that, as such, it appeared that such claim was time barred, as more than two years had elapsed since the event giving rise to the dispute.

27. On 21 November 2023, the Appellant requested the FCF to upload in TMS, on its behalf, another letter by means of which the Appellant reiterated its request that FIFA would

open the case and accept its claim.

28. On 23 November 2023, FIFA notified Watford of the Appellant's claim and invited the former to provide its answer.
29. On 14 December 2023, the FIFA DRC notified the Parties that the investigation-phase of the matter had been closed and that the case would be submitted for a formal decision.

#### **B. Proceedings before the FIFA Dispute Resolution Chamber (DRC)**

30. On 9 January 2024, the FIFA DRC issued the findings of its decision ("Appealed Decision") providing as follows:

*" 1. The claim of the Claimant, UDINESE FOOTBALL SCHOOL CARTAGENA, is inadmissible.  
2. The final costs of the proceedings in the amount of USD 17,500 are to be paid by the Claimant to FIFA reference to case no. TMS 13743 (cf. note relating to the payment of the procedural costs below)."*

31. On 22 May 2024, the grounds of the Appealed Decision were communicated to the Parties. The DRC essentially considered that more than two years had elapsed since the event giving rise to the dispute and that, therefore, the Appellant's claim was inadmissible.

#### **III. PROCEEDINGS BEFORE THE CAS**

32. On 12 June 2024, the Appellant filed its statement of appeal against Watford, the FCF and FIFA, with respect to the Appealed Decision in accordance with Article R47 et seq. of the Code of Sports-related Arbitration ("Code"). The Appellant requested that this matter be submitted to a sole arbitrator and applied for CAS Legal Aid.
33. On 19 June 2024, FIFA agreed with the appointment of a sole arbitrator, if selected from the CAS Football List.
34. On 20 June 2024, Watford agreed with the appointment of a sole arbitrator.
35. On 24 June 2024, the FCF agreed with the appointment of a sole arbitrator, if selected from the CAS Football List.
36. On 19 September 2024, the Respondents were informed that the Appellant had been granted Legal Aid by the ICAS Athletes' Commission.
37. On 17 October 2024, the Appellant filed its Appeal Brief pursuant to Article R51 of the Code.
38. On 26 November 2024, the CAS Court Office, on behalf of the Deputy President of the CAS Appeals Arbitration Division, confirmed the constitution of the Panel as follows:

Sole Arbitrator: Mr. José Luis Andrade, Attorney-at-Law, Porto, Portugal

39. On 6 December 2024, FIFA and the FCF submitted their respective Answers, pursuant to Article R55 of the Code.
40. On 16 December 2024, Watford submitted its Answer, pursuant to Article R55 of the Code.
41. On 17 December 2024, Udinese Cartagena expressed its preference for a hearing to be held in these proceedings and requested that it be allowed to file observations on the Respondents' Answers.
42. On 18 December 2024, the FCF stated that it wished for a hearing to be held in these proceedings, but did not agree to a second round of written submissions.
43. On 19 December 2024, Udinese Cartagena objected against the admissibility of various documents filed together with the Respondents' Answers, on the basis that they had not been filed in English and were not translated.
44. On 1 January 2025, Watford indicated that it did not consider that a hearing would be necessary in these proceedings and objected to the filing of a second round of written submissions. Watford also objected to the Appellant's request for the exclusion of exhibits and expressed its willingness to provide translations thereof if necessary.
45. On 3 January 2025, the FCF objected to the Appellant's request for the exclusion of exhibits and, consequently, requested that they be admitted as filed, in Spanish. Alternatively, the FCF requested that these proceedings be conducted bilingually in English and Spanish, with the consequence that the exhibits in question would be admissible. Subsidiarily, the FCF requested that the Respondents be permitted to file English translations of the exhibits.
46. Also on 3 January 2025, FIFA indicated that it did not object to a hearing taking place, but that it did object to a second round of written submissions. FIFA also objected to the Appellant's request for the exclusion of exhibits and expressed its willingness to provide translations thereof if necessary. FIFA expressed its view that the exhibits should be admitted in their original language, not least because Udinese Cartagena is a Colombian football club and that its lawyers had already exchanged correspondence with the FCF in Spanish. Nevertheless, FIFA also indicated being willing to provide English translations if need be.
47. On 20 January 2025, the Appellant requested that the proceedings would continue in the English language. The Appellant stated, however, that it did not object to the laws and regulations relied upon by the FCF be filed only in Spanish without translation. The Appellant did emphasise, however, that "*all other annexes, especially the agreements produced by Watford*" be translated into English.
48. On 22 January 2025, FIFA expressed its agreement with the proceedings being held bilingually in English/Spanish.
49. On 23 January 2025, Watford also confirmed its acceptance with the proceedings being conducted bilingually.

50. On 11 February 2025, the CAS Court Office informed that Parties that the Sole Arbitrator had decided that (i) English would be maintained as the language of the proceedings, but that Parties would be allowed to file documents in Spanish without translation; (ii) the documents submitted in Spanish by the Respondent were admitted to the case file; and (iii) the Parties would be allowed to file a second round of submissions.
51. On 11 February 2025, FIFA requested that, for the purposes of promoting procedural economy, the Sole Arbitrator would limit the scope of the second round of submissions to *“the allegedly new documents/issued raised by Watford in its Answer”*.
52. On 17 February 2025, the Parties were informed on behalf of the Sole Arbitrator that, considering that Watford had not filed a reply to the claim before the FIFA DRC, that neither FIFA nor the FCF were parties to those proceedings and that, consequently all three Respondents filed their first written submissions regarding this dispute only in the context of these CAS proceedings, a second round of submissions (as previously instructed by the Sole Arbitrator) could be useful for an adequate adjudication of this dispute. The Parties were, nonetheless, requested to avoid the repetition of arguments already presented.
53. On 13 March 2025, the Appellant filed its Rejoinder.
54. On 1 April 2025, Watford, *inter alia*, (i) requested a bifurcation of the proceedings to rule as a preliminary matter on the inadmissibility of the Appellant’s claim in front of FIFA; (ii) requested a suspension of all procedural deadlines pending a decision on the request for bifurcation; and (iii) raised the objection of the non-joinder of an indispensable party to these proceedings, specifically Club Deportivo Udinese Football School (“Udinese Colombia”).
55. On 3 April 2025, the Appellant objected to Watford’s request for bifurcation and to the joinder of Udinese Colombia. The Appellant also asserted that Udinese Colombia is not a necessary party to these proceedings.
56. On 4 April 2025, the FCF expressed its agreement with Watford’s request for bifurcation.
57. On 7 April 2025, FIFA also expressed its agreement with Watford’s request for bifurcation.
58. On 9 April 2025, the Parties were informed that the Sole Arbitrator had decided to reject the requests for a bifurcation of the proceedings and the joinder of Udinese Colombia, with reasons to follow in the Award.
59. On 28 April 2025, FIFA and the FCF filed their respective Second Response.
60. On 8 May 2025, Watford filed its Second Response.
61. On 14 May 2025, Watford indicated that it did not consider a hearing to be necessary and the Appellant stated its preference for a hearing to be held.

62. On 15 May 2025, both FIFA and FCF expressed their view that a hearing was not necessary.
63. On 12 June 2025, the Parties were informed that the Sole Arbitrator had decided to hold a hearing in this case, by videoconference.
64. On 16 July 2025, the Parties were informed that the hearing would take place, by videoconference, on 17 September 2025.
65. On 31 July 2025, FIFA returned a signed copy of the Order of Procedure.
66. On 15 September 2025, the Appellant, Watford and the FCF returned a signed copy of the Order of Procedure.
67. On 17 September 2025, a hearing was held online, through the Webex platform. In addition to the Sole Arbitrator and Mr Francisco Mateo, Counsel to the CAS, the following persons attended the hearing:
  - For the Appellant:
    - Mr Salvatore Civale, External Legal Counsel
    - Mr Roberto Terenzio, External Legal Counsel
    - Mr Francesco Casarola, External Legal Counsel
  - For Watford
    - Mr Alfredo Garzon, External Legal Counsel
    - Ms Patricia Galán, External Legal Counsel
    - Mr Iain Taker, Head of Legal
    - Mr William Smithee, Legal Counsel
  - For the FCF
    - Mr Andrés Tamayo, General Secretary
    - Mr Oscar Santiago, Legal Counsel
    - Mr Lorenzo Reyes, Legal Counsel
  - For FIFA
    - Mr Rodrigo Morais, Legal Counsel

68. At the outset of the hearing, the Parties confirmed that they had no objection with regard to appointment of the Sole Arbitrator to adjudicate on this dispute, and the manner in which the procedure had been handled until then. At the conclusion of the hearing, the Parties confirmed that their right to be heard had been fully respected throughout the proceedings.
69. On 7 March 2026, the Appellant submitted a new document (“New Document”), specifically a Determination of the FIFA General Secretariat on EPP 66352 issued on 4 March 2026, related to the transfer of a player named Brayán Medina Hurtado and which addressed the entitlement of the Appellant to training rewards in connection with the international transfer of the above referenced player.
70. On 11 March 2026, the FCF objected to the admissibility of the New Document.
71. On 12 March 2026, FIFA objected to the admissibility of the New Document.
72. On 17 March 2026, Watford objected to the admissibility of the New Document.
73. On 19 March 2026, the CAS Court Office informed the Parties that a decision of the Sole Arbitrator with regards to the admissibility of the New Document would be communicated in due course.
74. On 15 April 2026, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to admit the New Document, with reasons to follow in the final Award.

#### **IV. SUMMARY OF PARTIES’ POSITIONS**

75. The following section summarises the Parties’ main arguments in support of their respective requests for relief. While the Sole Arbitrator has examined the full record submitted by the Parties to the dispute, he refers in what follows only to the arguments, which, in the Sole Arbitrator’s view, were relevant in deciding the issues in the appeal.

##### **A. The Appellant**

76. The Appellant’s main arguments can be summarised as follows:
  - On 6 July 2021, the Player was transferred from the Appellant to Watford, where he was registered for the first time as professional. As a result, the Appellant was entitled to receive from Watford the amount due as training compensation no later than 5 August 2021, i.e. within 30 days of registration.
  - Claims for training compensation must be mandatorily submitted through TMS. An amateur club – like the Appellant – which does not have access to TMS must submit a claim concerning training compensation via its association. In any event, it is irrelevant whether amateur clubs could have direct access to TMS as: (i) the Appellant was not obliged to have a TMS account; and (ii) the Appellant has the right to submit a claim before FIFA DRC via the FCF.

- The Appellant sent its training compensation claim to the FCF on 10 July 2023 (prior to the two-year time limit elapsing) with a request that the FCF entered the claim in TMS.
- Pursuant to article 10.4 of the Procedural Rules Governing the Football Tribunal “*Any communication submitted in TMS by a member association on behalf of an affiliated club shall: [...] b) be undertaken by the member association without delay, regardless of whether it agrees with the merits of the communication*”.
- Without justification and in violation of article 10.4 of the Procedural Rules Governing the Football Tribunal, the FCF started requesting additional documentation (specifically, the club’s sporting recognition for the relevant training years and the certificate of affiliation from the league) instead of immediately submitting the claim through TMS.
- On 4 August 2023 and as the FCF had still not yet submitted the claim through TMS, the Appellant sent a letter to the FCF and FIFA noting that the FCF was not entitled to conduct investigations and that its task is to simply upload an affiliated club’s claim in TMS. The Appellant once again urged the FCF to proceed with filing the training compensation claim and requested the relevant FIFA departments to safeguard the Appellant’s rights. The FCF ended up only submitting the claim on 10 August 2023.
- If a club - that does not have access to TMS - sends a claim to its national association, it must be considered that the relevant date must be considered as the date of submission of the claim. The Appellant must therefore be deemed to have filed the claim on 10 July 2023 and therefore within the two-year time limit. There is nothing else that the Appellant could have done for the purposes of filing its claim in a timely manner.
- In the alternative, it must be considered that the two-year time limit was “interrupted or suspended” on 31 July 2023 (the date on which the last document requested by the FCF was sent to the latter).
- Considering that it was copied in the Appellant’s relevant communications, FIFA was aware that the Appellant had submitted the claim in a timely manner.
- The documentation confirms that the Appellant has been founded – and affiliated – with the Bolívar League in November 2018. The Appellant participated in the championship of the Bolívar League – and therefore under the auspices of the FCF - in 2019, 2020 and 2021.
- The “*Reglamento General para los Campeonatos Nacionales Interclubes*” provides that a club that requests participation in a championship must be affiliated with the league and have the Sporting Recognition. If the Appellant had not been affiliated, it could not have participated in the championships in 2018 and 2019.
- The FIFA determination on the Electronic Player Passport 66352 for the player

Brayan Medina Hurtado demonstrates that the Club has existed since 2018 and that its existence is recognised by FIFA and approved by the FCF.

- The training period of the Player with the Appellant is set out in the respective player passport. It is undisputed that the Player signed his first professional contract with Watford on 6 July 2021. Watford is a category I club, having participated in the Premier League in season 2021/2022. The amount of training compensation due is, therefore, €177,039.
- The Appellant and Udinese Colombia are two separate entities, registered in different cities and with different FIFA and tax identification numbers. The Appellant is not the sporting successor of Udinese Colombia (article 25 FIFA RSTP does not apply to this case). Even if there are certain individuals who are within the two organisations, these remain independent entities. It is also incorrect that the Appellant and Udinese Colombia share branding and/or infrastructure (the logo used by the Appellant is similar to that of Udinese Calcio, but not of Udinese Colombia).
- The transfer of the Player from Udinese Colombia to the Appellant was a real transfer and is backed by the respective “Certificate of transfer”.
- The compensation agreement signed between Udinese Calcio and Udinese Colombia only binds those two entities and have no effect upon the Appellant.
- In accordance with CAS’ de novo power of review, it is possible to condemn the FCF on appeal in case its responsibility is ascertained, particularly considering that the claim before the FIFA DRC was filed at a moment when the responsibility of the FCF was not yet known.

## **B. Watford**

77. Watford’s main arguments can be summarised as follows:

- The claim had to be filed within two years as from 6 August 2021, which is the date when the payment became overdue.
- The original claim was lodged on 10 August 2023, four days beyond the 2-year statute of limitations provided for under Article 23.3 FIFA RSTP. By declaring the claim inadmissible, the FIFA DRC applied Article 23.3 FIFA RSTP correctly.
- The Appellant’s reliance on FCF to submit its claim demonstrates a lack of diligence and is not a valid justification for missing the statutory deadline. FIFA explicitly rejected the notion that internal matters between the Appellant and the FCF absolve the former of its procedural responsibilities.
- The Appellant lacked legal personality during the Player’s training period (2018–2021), as it was only formally and duly incorporated in 2022. It was thus not eligible to claim compensation for that period.

- Given the clear connection between Udinese Colombia and Udinese Cartagena, the payment of the relevant amounts to Udinese Colombia constitutes full and final settlement of all obligations related to the Player's registration. The evidence demonstrates that Udinese Colombia and Udinese Cartagena operated as a single entity. The Player's alleged transfer from Udinese Colombia to the Appellant on 19 December 2018 lacks clarity and documentation.
- Udinese Colombia (not the Appellant) was the actual training club of the Player, both in substance and form, and all rights and obligations related to the Player's development were settled contractually with Udinese Colombia.
- The Compensation Agreement between Watford and Udinese Colombia governs all rights related to the Player's development and training compensation: (i) payments were made to Udinese Colombia; (ii) no rights were ever assigned to the Appellant; (iii) Udinese Colombia waived future training compensation claims, extinguishing any such entitlement.
- Udinese Colombia represented and warranted to Watford that, *inter alia*, it would not enter into arrangements with any third party concerning the Player's registration rights and that no other entity would bring a claim against Watford in respect of the Player's registration.
- The Appellant's lack of legal status during the relevant period (2018-2021) as evidenced by its incorporation only being formalized by 30 March 2022, hinders any entitlement to training compensation. No evidence has been submitted showing that the Appellant existed, was affiliated, or operated as an independent training entity during the Player's development period. The claim must therefore also be dismissed on grounds of lack of standing to sue.
- In addition to its lack of standing to sue, the Appellant has failed to join an indispensable party: Udinese Colombia. Any decision on the Appellant's claim directly impacts the rights and obligations of Udinese Colombia under the 2018 Compensation Agreement. The failure to include Udinese Colombia renders the current proceedings procedurally incomplete and fatally defective.

**C. FCF**

78. The FCF's main arguments can be summarised as follows:

- The documentation requested from the Appellant by the FCF was necessary in order to ensure that the Appellant was in compliance with domestic laws and regulations.
- The sporting recognition is an administrative resolution issued by the government attesting that the club has been created and is able to develop its role as a sporting club as part of the National Sports System. Sporting recognition is necessary under applicable rules in order for a club to be entitled to training compensation in Colombia. The affiliation to a State or Departmental League is the second document

which is required in order to determine if a club is part of associated football in Colombia. Sporting recognition does not automatically imply affiliation to a league.

- To consider that an amateur club is part of associated football and can therefore access all rights provided for in FCF and FIFA regulations, it is necessary that such club has obtained sporting recognition and is affiliated to the respective league.
- The Appellant has never presented to the FCF evidence of its affiliation to the Bolívar league for 2018 and 2019. The documentation submitted in the regard appeared to be inconsistent as one certificate provided by the Bolívar league stated that the Appellant had been affiliated since 2020, whereas the other certificate indicated that the Appellant had participated in tournaments since 2018. It is for this reason that the FCF requested on 31 July 2023 to the Bolívar league that the situation be clarified.
- Within the minutes of the meetings of the General Assembly of the Bolívar league for the years 2018-2024 it can be conformed that the Appellant is not listed as one of the clubs affiliated for the year 2019.
- The circumstance that a club may be participating in league tournaments does not necessarily mean that said club is affiliated, as they may be able to participate with the status of guest.
- By means of the documentation review that it conducted, the FCF was not looking to establish whether the Appellant's claim was correct on its merits, but rather to ensure that the documents uploaded in TMS were true, correct and complete. Had the FCF not conducted this review, it would have uploaded information which was not true and correct, in breach of its obligations under the FIFA RSTP.
- The Appellant was not diligent when waiting until close to the two-year deadline to request the filing of the claim, as it should have anticipated the possibility that the FCF could request additional information.

#### **D. FIFA**

79. FIFA's main arguments can be summarised as follows:

- The applicable regulations are clear in the sense that training compensation and solidarity mechanism claims shall be submitted in TMS exclusively and that the date of submission of the claim can be no other than the date on which it is effectively submitted in the TMS – *in casu*, 10 August 2023.
- Nothing prevented the Appellant from requesting access to TMS and, when granted, submitting the claim directly therein. Ultimately, its choice of not requesting access to TMS, together with the fact that it waited more than 23 months to send its claim to the FCF, contributed to the late submission of the claim.

- Even assuming that the Appellant had no fault for the late submission of the claim, that does not change the fact that the claim was filed after the 2-year limitation period, a time limit which need to be observed strictly. The Appellant's argument that merely sending the claim to the FCF before the expiry of the 2-year limitation period should suffice for the FIFA DRC to deem the claim admissible is unfounded and lacks any legal basis.
- If the Appellant's reasoning were accepted, it could lead to an untenable situation where a club submits a claim to its association, which is then uploaded to the TMS at an arbitrary time – even years later – yet still be deemed admissible. This would mean that a respondent club could suddenly face a training compensation claim related to a transfer that occurred many years earlier. Such a scenario is clearly unacceptable and directly undermines the principle of legal certainty that underlies the two-year limitation period.
- The Appellant does not provide any legal basis in support of its argument that the two-year limitation period was interrupted or suspended upon the claim having been sent to the FCF.
- Ultimately, should the FCF be the one to blame for the late filing, the Appellant could only seek remedy against the FCF before the competent courts (which are neither FIFA nor CAS).
- The Appellant's request for the payment of damages by the FCF is outside the Sole Arbitrator's power of review, as the object of the Appealed Decision only concerned the Appellant's claim against Watford FC for the payment of training compensation.
- In addition to the lack of power of review of the Sole Arbitrator to assess the Appellant's request for compensation payable by the FCF, the CAS also lacks jurisdiction to analyse such request, given that the FIFA Football Tribunal does not have jurisdiction to hear claims between member associations and their affiliated clubs.

#### IV. PARTIES' REQUESTS FOR RELIEF

80. The Appellant made the following Requests for Relief:

*“(a) Uphold the appeal and annul in full the Appealed Decision ref. TMS 13743, issued by the FIFA Football Tribunal - Dispute Resolution Chamber, passed on 9 January 2024 and notified with grounds on 22 May 2024;*

*(b) Condemn Watford FC to pay Udinese Football School Cartagena the amount of EUR 177,039 – or the different amount equal to EUR 84,080.37 or that which will be ascertained by the Sole Arbitrator - as training compensation, plus interests at rate of 5% per year starting from the date of 6 August 2021; or*

*in subordinate way.*

*(c) Ascertain the exclusive responsibility of the Colombian Football Federation (FCF) and condemn it – in exclusive way or jointly and severally with Watford FC - to pay in favour of the Appellant the amount equal to 177,039 EUR – or the amount equal to EUR 84,080.37 or that which will be ascertained by the Sole Arbitrator - as training compensation, plus interests at rate of 5% p.a. starting from the date of 6 August 2021; or*

*Alternatively*

*(d) Send back the case - taking into account the peculiarity on the matter - to the FIFA Football Tribunal - Dispute Resolution Chamber for a decision of first instance on the merit of the case;*

*In any case,*

*(e) Order the Respondents to bear in full the procedural costs of these arbitration proceedings, considering the first instance before FIFA and the amount paid as costs to FIFA in the amount of USD 15,000 - as well as the degree of appeal, as well as a contribution for the legal costs and expenses borne by the Appellant, in relation to this appeal, in an amount to be determined at the discretion of the Sole Arbitrator;*

*(f) Grant any other relief or orders it deems reasonable and fit to the case at stake.”*

81. Watford made the following Requests for Relief:

- 1. Reject the Appellant’s Appeal in its entirety as inadmissible under Article 23(3) RSTP;*
- 2. In the alternative, declare the Appeal inadmissible for lack of standing to sue;*
- 3. Alternatively, declare the proceedings defective for non-joinder of an indispensable party;*
- 4. In any event, dismiss the Appeal on substantive grounds for failure to meet the conditions for training compensation and confirm the decision of the FIFA’s Dispute Resolution Chamber (DRC) on 9 January 2024;*
- 5. Order the Appellant to bear all the arbitration and administrative costs pertaining to these appeal proceedings before the CAS; and*
- 6. Order the Appellant to bear pay WATFORD FOOTBALL CLUB a significant contribution towards its legal fees and other expenses incurred in connection with these proceedings in an amount to be determined at the discretion of the Panel in accordance with Article R65(3) of the CAS Code.*

82. The FCF made the following Requests for Relief:

- To confirm the APPEALED DECISION as the claim was presented time-barred.*

- *Deny that the FCF has any type of responsibility in the payment of training compensation to UDINESE, if any.*
- *Deny any other request made by Udinese.*
- *To deny any type of request made by UDINESE as to the payment of the totality of the CAS administration costs and the arbitrator's fees, if any.*
- *To deny any type of request made by UDINESE regarding the award of legal costs to the FCF.*
- *That the evidence submitted be considered as valid.*

83. FIFA made the following Requests for Relief:

- (a) *Rejecting the requests for relief sought by the Appellant and declaring inadmissible its subsidiary request for damages against the FCF;*
- (b) *Confirming the Appealed Decision;*
- (c) *Ordering the Appellant to bear the full costs of these arbitration proceedings.”*

## **V. JURISDICTION OF THE CAS**

84. The jurisdiction of the CAS derives from Article 50.1 of the FIFA Statutes which stipulates that “*Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.*” and Article R47 of the Code which provides that:

*“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.[...]”*

85. The jurisdiction of the CAS is confirmed by the Order of Procedure which has been duly signed by the Parties.

86. It follows that CAS has jurisdiction to adjudicate on, and decide, the present dispute.

## **VI. ADMISSIBILITY OF THE APPEAL**

87. Article R49 of the Code stipulates 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.”*

88. In accordance with Article 50.1 of the FIFA Statutes:

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

89. There is no dispute that the Statement of Appeal was filed within the statutorily permissible 21 days after notification of the Appealed Decision. The appeal complies with all other requirements of Article R48 of the Code and is, therefore, admissible.

## **VII. APPLICABLE LAW**

90. Article R58 of the Code provides the following:

*“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.”*

91. Article 49.2 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”.*

92. The Parties are in agreement that the FIFA regulations must apply to this dispute, with Swiss law being applicable should the need arise to fill in any gaps.
93. Notwithstanding the above, the FCF also considers that Colombian laws and regulations should be referred to specifically in order to assess the requirements that an amateur club must fulfill to be able to form part of associated football in the country and, consequently, to have access to training rewards both domestically and internationally.
94. In light of the above, the Sole Arbitrator considers that the present dispute shall be resolved on the basis of the applicable FIFA regulations<sup>1</sup> and, subsidiarily, based on Swiss Law. If deemed necessary to adjudicate on the merits of this dispute, the Sole Arbitrator may refer to Colombian laws and regulations solely for the purposes of assessing the requirements that amateur clubs must meet to become part of associated football in Colombia.

## **VIII. MANDATE OF THE SOLE ARBITRATOR**

95. In its prayers for relief, the Appellant formulated a subsidiary request that the FCF would be ordered (solely or joint and severally with Watford) to pay *“the amount equal*

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<sup>1</sup> Specifically, the FIFA Regulations on the Status and Transfer of Players (February 2021 Edition) (“FIFA RSTP”), by virtue of the application of Article 26.2 FIFA Regulations on the Status and Transfer of Players (May 2023 Edition) and the Procedural Rules Governing the Football Tribunal (Edition March 2023) (“FIFA Procedural Rules”).

*to 177,039 EUR – or the amount equal to EUR 84,080.37 or that which will be ascertained by the Sole Arbitrator - as training compensation.”*

96. In response to FIFA’s objection to the admissibility of this specific prayer for relief, the Appellant essentially argues that the responsibility of the FCF for the damages that it may have sustained is *“a new fact which was not included in the claim dated 10 July 2023”* and that *“In fact, it is worth noticing that the Appealed Decision has been issued on the basis of the Claim dated and sent on 10 July 2023 (see Exhibit UC\_28 – page 11), i.e. when the responsibility of FCF was not known and, as a consequence, Udinese Cartagena could not include the request of damages against FCF in its Claim.”*
97. The Appellant therefore accepts that its claim for damages against the FCF was never submitted for adjudication by the FIFA DRC, but argues that CAS is entitled to hear it based on its *de novo* power of review.
98. Pursuant to Article R57 of the Code, CAS Panels have full power to review the facts and the law. This means that, indeed, Panels may potentially consider new facts that may have emerged and, within the boundaries of Article R57.3, may also consider evidence which was not addressed during the first instance proceedings.
99. The mandate of a Panel is, however, confined to the matter which was assessed, or was in dispute, before the previous instance. Indeed, it is CAS’ well-established jurisprudence that the mandate of a Panel according to Article R57 of the Code cannot exceed the authority of the previous instance.<sup>2</sup>
100. This principle was clearly set out by the Panel in CAS 2014/A/3523 which stated as follows: *“while the de novo nature of the CAS Appeal Procedure allows a CAS Panel to take new facts into account, it does not free the Panel from the inherent constraint of any appeal procedure, which must remain within the scope of the first instance decision (cf., e.g., CAS 2007/A/1433, para. 36; CAS 2006/A/1206, para. 25). By deciding upon a decision which was not the subject matter of the first instance, the CAS Panel itself might be deemed to effectively decide as a first instance, thus exceeding its mandate”*.
101. These limitations to CAS’ scope of review in appeal proceedings were also addressed in CAS 2007/A/1426 as follows: *“Although, pursuant to art. R57 of the CAS Code, a CAS panel has full power to review the facts and the law and to issue a decision de novo, when acting following an appeal against a decision of a federation, association or sports-related body, the power of review of such panel is also determined by the relevant statutory legal basis and, therefore, is limited with regard to the appeal against and the review of the appealed decision, both from an objective and a subjective point of view.”*
102. In CAS 2012/A/2874, the Panel emphasized that, in CAS appeal proceedings, claims not formulated before the previous instance should, in principle, be deemed inadmissible: *“the scope of the appeal is limited to issues arising from the Appealed Decision, i.e. amended claims may not go beyond the scope and the amount of the previous litigation. Hence, any new claim, which was not submitted to the DRC and for*

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<sup>2</sup> See CAS 2021/A/8321.

*which there is no legitimate reason not to have been advanced in the previous litigation, should be rejected by the Panel as inadmissible”.*

103. As the Appellant accepts that the claim for damages against the FCF was never filed before the FIFA DRC acting as a first instance body, this should, in principle and in light of the above-referenced jurisprudence, mean that the mandate of this Sole Arbitrator in these appeal proceedings should not extend to that claim.
104. However, the Sole Arbitrator is mindful that there may be exceptions to this principle, as CAS Panels have in the past, in certain specific circumstances, accepted to hear requests for relief filed for the first time in appeals proceedings. Essentially, in circumstances where a claim is so inextricably linked to the subject matter of the appealed decision and where it would not have been possible for said claim to have been filed within the first instance proceedings (or it would have been unreasonable to require that internal remedies be exhausted), then procedural efficiency could dictate that a CAS Panel could hear a claim filed for the first time in an appeals procedure.
105. For the reasons that follow, however, the Sole Arbitrator does not consider that, in this case, an exception to the principle that the mandate of a Panel is confined to the matter which was in dispute before the previous instance, is warranted.
106. First, whilst it is true that the Appellant’s claim against the FCF is based on the Appellant’s view that the FCF mishandled the process of filing a claim before the FIFA DRC and therefore that, in that sense, it is somehow related to the Appealed Decision, the Sole Arbitrator does not consider that this is a sufficiently strong link between the two.
107. Indeed, the Appealed Decision essentially analysed and ruled on a claim for training compensation between the Appellant (a Colombian club) and Watford (an English club), based on the rules of an international federation which were specifically created to govern the payment of training rewards with an international dimension for the development of young players. On the other hand, the claim against the FCF appears to be a pure civil law claim for damages, which is not based on FIFA regulations (as per the following paragraph, FIFA is not even competent for a dispute of that nature) and which would be, presumably, adjudicated on the basis of Colombian law.
108. In fact, it is important to emphasise that, even if this request for relief would have been filed within the FIFA DRC proceedings, still it would have not been adjudicated upon, as there is no basis within its regulatory framework for FIFA to hear a claim for damages filed by a club against its national federation. This necessarily means that if such a claim would have been filed before FIFA, it would have been declared inadmissible.

Second, embedded in the notion that the scope of a CAS appeals procedure could potentially be extended to cover a request for relief which was not made in the first instance proceedings, is, in the Sole Arbitrator’s view, the circumstance that either the first instance body or the CAS (in an ordinary procedure) could be competent to hear that dispute, justifying, for procedural efficiency, that the appeals procedure would, in those circumstances, be extended to cover that specific relief.

109. However, in this case, not only FIFA was not competent to hear the dispute between the Appellant and the FCF, but, in addition, it is also unclear whether the CAS could have jurisdiction in an ordinary procedure to hear such a claim, as no indication was provided that an arbitration agreement between the FCF and the Appellant exists covering the type of dispute at stake.
110. In circumstances where FIFA would not be competent to hear the Appellant's claim for damages against the FCF and where there is no element that indicates that a CAS arbitration agreement would exist to enable an adjudication of a dispute of that nature between those two parties, it would be illogical that the scope of the Sole Arbitrator's mandate in this appeal would be enlarged so as to address a claim which was not filed before FIFA.
111. Accordingly, the Sole Arbitrator holds that the claim for damages against the FCF is outside the scope of its mandate and it must therefore be deemed inadmissible.

## **IX. PRELIMINARY PROCEDURAL ISSUES**

### Bifurcation of the proceedings and joinder

112. On 1 April 2025, Watford, *inter alia*, (i) requested a bifurcation of the proceedings to rule as a preliminary matter on the inadmissibility of the Appellant's claim in front of FIFA; and (ii) raised the objection of the non-joinder of Udinese Colombia, requesting that the CAS would "*order the Appellant to join Udinese Colombia*".
113. On 9 April 2025, the Parties were informed that the Sole Arbitrator had decided to reject the requests for a bifurcation of the proceedings and the joinder of Udinese Colombia, with reasons to follow in the Award.
114. The Sole Arbitrator first wishes to note that a decision to bifurcate proceedings is of procedural nature and that, accordingly, it must be resolved in accordance with the Code. The Code, however, only deals with the issue of whether a Panel can bifurcate proceedings in the context of jurisdiction (Article R55.4 of the Code) and it does not contain specific provision regarding the possibility to bifurcate in relation to other preliminary issues.
115. The issue, therefore, falls to be assessed in accordance with Article 182.2 of the Swiss Private International Law Act which provides that "*Where the parties have not determined the procedure, the arbitral tribunal shall determine it to the extent necessary, either directly or by reference to a law or to arbitration rules.*"
116. CAS Panels have in the past referred to the Swiss Code of Civil Procedure ("CPP") as inspiration to determine issues of a potential bifurcation of proceedings. In accordance with the CPP, a Court may take a number of procedural decisions designed to simplify the procedure. On that basis, CAS Panels have concluded that the guiding principles for exercising discretion in deciding on a potential bifurcation should be the good

administration of justice and procedural efficiency.<sup>3</sup>

117. Along the same lines, legal commentary has suggested that bifurcation may be warranted if the legal issues ripe for preliminary ruling are clearly distinct from the issues pertaining to the merits of the dispute and can, therefore, be dealt with separately in a time and cost-efficient manner.<sup>4</sup>
118. In the present case, the issue as to whether or not the Appellant's claim before the FIFA DRC was filed in a timely manner is, in the Sole Arbitrator's view, not entirely separate from the issues that relate to the merits of the dispute. This is because, even though the date on which the claim before the FIFA DRC was effectively filed is not a matter under dispute among the Parties, the Appellant's case is that the facts and events that preceded that filing ultimately have a bearing as to how compliance with the two-year time limitation should be interpreted and applied. These facts, in turn, could, in the Sole Arbitrator's view, stand to be further developed and clarified at an oral hearing.
119. Furthermore, when Watford filed its request for bifurcation, Parties had already gone through a full round of written submissions and the Respondents were only being requested to file Second Responses, which means that any potential opportunity for efficiency gains was already limited at that point in time.
120. In light of the above, it is the Sole Arbitrator's view that a bifurcation of the proceedings at that stage of the proceedings was not justified in this case.
121. The provisions of the Code that govern the participation of a third party in the proceedings, which apply also to the appeals arbitration procedure pursuant to Article R54 of the Code, are Articles R41.2 (joinder), R41.3 (intervention) and R41.4 (joint provisions on joinder and intervention).
122. According to the abovementioned provisions, a third party can participate as a party to the arbitration proceedings already pending among other parties through joinder or intervention, subject to said party being bound by the same arbitration agreement binding the original parties to the dispute or agreeing in writing to such participation.
123. With regards to joinder, Article R41.2 of the Code makes it clear that it is up to a respondent to seek to join a third party to on-going proceedings. Consequently, Watford's request that the CAS would "*order the Appellant to join Udinese Colombia*" has no support in the provisions of the Code. Joinder would have to be requested by Watford itself or one of the other respondents.
124. In any event, Article R41.2 provides that the joinder of a third party must be requested within a respondent's answer. In this case, Watford's request was made significantly after it had already filed its Answer in these proceedings and therefore outside the applicable time limit.

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<sup>3</sup> CAS 2019/A/6594 Cardiff City Football Club Limited v. SASP Football Club de Nantes, para. 206.

<sup>4</sup> Rigozzi/Hasler, in *Arbitration in Switzerland The Practitioner's Guide*, Second edition, Volume II Ed. by Dr. Manuel Arroyo, page 1585.

Admissibility of the New Document

125. On 7 March 2026, the Appellant submitted the New Document, the admissibility of which was objected to by all three Respondents. The Sole Arbitrator decided to admit the New Document into the case file, with reasons to follow in the final Award.
126. Article R56 of the Code provides as follows:
- " Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer. "*
127. Accordingly, as a general rule, the filing of new documents after the submission of the written submissions is not permitted under the Code, and the burden rests on the party seeking to introduce new evidence to demonstrate that exceptional circumstances justify departing from this default position.
128. The Sole Arbitrator notes that the New Document was issued after the hearing held on 17 September 2025 and, therefore, could not, by definition, have been produced at any earlier stage of these proceedings. The late submission of the New Document is thus not attributable to any lack of diligence on the part of the Appellant. Rather, the New Document came into existence only after the hearing had already taken place, which means that its submission after the hearing is the earliest point at which it could conceivably have been introduced into the proceedings.
129. In assessing whether the late production of a document is justified by exceptional circumstances within the meaning of Article R56 of the Code, CAS panels have consistently considered, *inter alia*, whether the document in question was available to the submitting party prior to the hearing<sup>5</sup> and whether it is potentially relevant to the determination of the dispute. Both conditions are satisfied in the present case.
130. First, as noted above, the New Document did not exist prior to the hearing, having been issued on 4 March 2026. Accordingly, the Appellant was manifestly unable to produce it at an earlier stage, and the fact that it was filed shortly after its issuance — on 7 March 2026 — further indicates that the Appellant acted without undue delay upon coming into possession of the document.
131. Second, the New Document does not introduce entirely new factual or legal issues into these proceedings; rather, it relates to an element of the dispute which is already under discussion in these proceedings and which relates to the Appellant's existence and affiliation and, consequently, its ability to collect training rewards.
132. The Sole Arbitrator also notes that, although this new evidence has been introduced at a very late stage of the proceedings, all three Respondents were afforded the opportunity

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<sup>5</sup> RIGOZZI/HASLER, in M. ARROYO (ed.), *Arbitration in Switzerland: The Practitioner's Guide*, 2nd edition, Vol. 2, p. 1651.

to set out their objections in writing and comment on its content.

133. In light of all of the above, the Sole Arbitrator is satisfied that exceptional circumstances within the meaning of Article R56 of the Code exist in the present case so as to justify the admission of the New Document.

## **X. MERITS**

134. The main issues to be resolved by the Sole Arbitrator are the following:

- i. Was FIFA correct in deciding that the Appellant's claim was inadmissible due to having been filed after the two-year time limitation?
- ii. If the claim should have been deemed admissible by FIFA, is training compensation due by Watford?
- iii. If training compensation is due by Watford, what is the amount payable?

### **A. Was FIFA correct in deciding that the Appellant's claim was inadmissible due to having been filed after the two-year time limitation?**

135. The reason why this is the first question to be answered by the Sole Arbitrator is self-evident: if FIFA was right in determining that the claim was inadmissible due to having been filed after the two-year time limitation, then this is the end of the matter, as in that case no training compensation can be due by Watford and the remaining issues do not need to be analysed.
136. There is no dispute between the Parties that, pursuant to the applicable rules, the Appellant's claim had to be filed within two years as from 6 August 2021 and that the claim ended up only being formally filed by the FCF on 10 August 2023; i.e. after the two-year time limitation.
137. The Appellant's case is essentially that (i) Udinese Cartagena sent its claim to the FCF on 10 July 2023 (i.e. before the expiry of the two-year time limitation); (ii) without justification and in violation of article 10.4 of the FIFA Procedural Rules, the FCF started requesting additional documentation instead of immediately submitting the claim through TMS; (iii) the circumstance that the claim was ultimately sent by the FCF to FIFA after the two-year time limitation is, therefore, of the FCF's making; and (iv) if a club sends a claim to its national association for it to be forward to FIFA, it must be considered that the date of submission to FIFA is the date when the claim is received by the national association (in this case, 10 July 2023). Alternatively, it must be considered that the two-year time limitation was "interrupted" or "suspended" upon the full claim having been sent to the national association.
138. Article 28 of the FIFA Procedural Rules provides that "*all claims related to proceedings detailed in article 27 must be submitted and managed through TMS*". This means that any claim for training compensation must be introduced in electronic form via TMS.

139. While football clubs generally have direct access to TMS, there are presumably still amateur clubs, such as the Appellant, that do not. The Sole Arbitrator is well aware of the debate that took place in these proceedings as to whether amateur clubs can have direct access to TMS, with FIFA clarifying that indeed all clubs (professional and amateur) are currently entitled to have their own dedicated TMS account. Ultimately this issue is, in any case, not decisive. What matters is that it is possible that amateur clubs do not have a TMS account and that, in that case, they must rely on their national association for TMS-related matters. As far as claims for training rewards are concerned, the consequence of an amateur club not having a TMS account is that said club will therefore be required to channel its claims through its national association, which is vested with TMS access and the corresponding technical responsibilities.
140. It is in this context that Article 10.4 of the FIFA Procedural Rules assumes particular importance, as it provides that:
- “Any communication submitted in TMS by a member association on behalf of an affiliated club shall:*
- a) not be subject to the fulfilment of any conditions by the respective club;*
- b) be undertaken by the member association without delay, regardless of whether it agrees with the merits of the communication.**”* (emphasis added)
141. The wording of this provision indicates that, in the specific context of communications submitted in TMS on behalf of clubs – which include claims for training compensation – FIFA’s regulatory intent is to ensure that member associations do not place substantive or discretionary filters between the club and FIFA. The rule appears to seek to guarantee that the lack of direct TMS access does not put clubs at a procedural disadvantage when asserting rights that the FIFA regulations themselves confer upon them.
142. In other words, the purpose of the rule appears to be to ensure that the association’s role in this context is primarily that of a transmitter of information rather than that of an adjudicator or gatekeeper as to the substantive well-foundedness of the claim. This understanding is reinforced by FIFA’s own submissions in these proceedings, according to which, when a member association acts in TMS on behalf of a club, it does so in a relationship that is akin to that of an agent towards its principal. Conceptualising the association as an “agent” underscores that it is not meant to pursue its own separate interests when transmitting a club’s claim, but rather to facilitate the exercise of the club’s rights within the FIFA system of adjudication.
143. That said, the Sole Arbitrator is equally mindful that the regulatory framework does not absolve associations of all responsibility in relation to the content of what they upload in TMS. Indeed, Article 9.2 of Annex 3 FIFA RSTP already provided at the time that *“Sanctions may also be imposed on any association or club found to have entered untrue or false data into the system or for having misused TMS for illegitimate purposes.”* Subsequent Editions of those regulations further densified this concept, which now provides in its current Article 6.2 of Annex 3 FIFA RSTP (Edition July 2025) that clubs and associations shall *“ensure that all documents uploaded in TMS are authentic, complete and legible”*.

144. Depending on the facts of each case, there might therefore, in certain circumstances, be a tension between, on the one hand, the instruction of Article 10.4 of the FIFA Procedural Rules that associations should transmit clubs' communications "without delay" and without imposing conditions or second-guessing their merits, and, on the other hand, their obligation to refrain from uploading false or misleading information and to ensure that the documentation is authentic.
145. In the Sole Arbitrator's view, it is legitimate – and in fact important to promote the efficacy of the FIFA system – that a member association performs a verification of formalities aimed at ensuring that the documents uploaded are neither fabricated nor so patently incomplete to the point of being misleading. However, the Sole Arbitrator also considers that there may be situations where there is a fine line between what is a purely formal verification of documentation and an investigation of issues that touch upon the merits of the claim.
146. For example, one of the standard defences that a respondent club may raise in training compensation disputes before FIFA is precisely that the claimant club was not part of organised/associated football for a period of time, or did not validly train the player during the relevant periods, and therefore has no entitlement to training compensation. It could be argued that, whether a given entity met the relevant requirements of affiliation at a given point in time, and whether that suffices to qualify it as a "training club" for the purposes of the RSTP, is a matter that goes to the substantive merits of the claim and should fall, in principle, within the purview of the FIFA DRC (and, on appeal, of CAS), rather than that of the national association acting as a conduit of information.
147. Whilst national associations are, as mentioned, entitled to only process information/documentation through TMS which they do not have reason to consider is fabricated, inauthentic or misleadingly incomplete, it is, in the Sole Arbitrator's view, important to ensure that those federations do not go as far in their investigation as to effectively pre-empt a merits defence that the respondent could invoke and that the FIFA DRC ought to adjudicate. The association would then be doing more than checking the authenticity of documents; it would be substituting its assessment for that of the competent FIFA adjudicatory body, thereby potentially undermining the regulatory design that places the decision-making authority with the FIFA Football Tribunal.
148. In the Sole Arbitrator's view, this case highlights that it could potentially be useful for FIFA to provide further clarity as to the precise scope, in general, of the obligations imposed on member associations by Article 10.4 of the FIFA Procedural Rules. More specifically, whether associations are expected merely to relay information received from their affiliated clubs, subject only to limited authenticity checks, or whether they are entitled – or even obliged – to engage in a broader verification of certain issues when submitting communications/documentation in TMS on behalf of clubs.
149. Having analysed the regulatory framework governing the interaction between clubs and member associations in training compensation matters, the Sole Arbitrator also considers relevant to briefly address the respective conduct of both the Appellant and the FCF in the period preceding the submission of the claim to FIFA. While the Appellant argues that the late filing was exclusively attributable to the FCF, and the FCF

asserts that responsibility lies squarely with the Appellant, the record suggests that both parties could potentially have taken steps that might have prevented the expiry of the two-year time limitation.

150. On the Appellant's side, the Sole Arbitrator cannot help but notice that the Appellant waited approximately twenty-three months before attempting to file its claim. Even though it is obviously as legitimate for a claimant to decide to file a claim on the first day of the time period as it is to file on the last day of such a period, given that the Appellant had no direct access to TMS and knew, or ought to have known, that any filing would need to be made through the FCF, it was incumbent upon the Appellant to anticipate the practical reality that the involvement of an intermediary could potentially introduce procedural dependency and potential delays.
151. On the other hand, even assuming that the FCF could indeed be entitled (or even potentially obliged) to conduct further investigations and to request additional documentation, it does appear that, given that it was aware that the two-year limitation period was about to expire, the FCF could have considered a more cautious and procedurally protective approach consistent with the overarching purpose of Article 10.4 of the Procedural Rules. In particular, one available course of action could have been for the FCF to file the claim preventively, for example accompanied by an express indication to FIFA that: (i) the FCF was still in the process of verifying certain aspects of the club's documentation or (ii) it had been unable to verify certain elements which, in its view, were necessary to confirm compliance with domestic or FIFA requirements. Such an approach would not have required the FCF to make any affirmative representations as to the merits of the claim or the truthfulness of disputed elements.
152. In fact, this is essentially what the FCF ended up doing on 10 August 2023 when it forwarded the Appellant's claim to FIFA, with a letter explaining why it had initially refrained to do so and expressing its reservations. The circumstance that the FCF did end up forwarding the Appellant's claim to FIFA despite apparently not yet having received the documentation/information that it was seeking (precisely with the explanation that it was intended to avoid any type of disciplinary procedure by FIFA), suggests that the FCF was, at the very least, not entirely convinced that it was entitled to continue to withhold filing the claim whilst it carried out its internal inquiries.
153. The Appellant's late initiation of the claim and its staggered provision of documentation created a compressed and avoidable timeline. At the same time, the FCF, despite being aware of the impending expiry of the two-year period, did not avail itself of procedural mechanisms that could possibly have allowed it to safeguard the timely filing of the claim, while still preserving its ability to express reservations about unresolved matters.
154. Be that as it may, for the reasons that follow, the above-referenced conclusions, whilst providing a contextual understanding of how the regulatory framework was applied in practice in this case and how the parties approached their respective duties, ultimately do not alter the outcome required by FIFA RSTP regarding the timeliness of the filing before FIFA.

155. Indeed, the applicable rule of the FIFA RSTP provides that FIFA decision-making bodies “*shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute.*”
156. The FIFA Commentary on the RSTP expressly sets out the consequence of not filing a claim within the prescribed period as follows: “*If the DRC or PSC concludes that more than two years have elapsed since the event giving rise to the dispute, it will be precluded from considering the matter. If the two-year deadline is found to have elapsed, the claim will thus be deemed inadmissible.*” and then clarifies specifically how the two-year time limitation operates with regards to training compensation cases, by providing as follows: “*Regarding claims for training compensation [...] the two-year time limit for lodging a claim with FIFA also starts as of the 31st day following the player’s registration with the new club.*”<sup>6</sup>
157. As previously mentioned, the Appellant argues that, in circumstances where a club without TMS access submits a training compensation claim to its national association, the date of receipt by the association should be deemed the relevant “submission date” for the purposes of the two-year time limitation period. In the alternative, the Appellant submits that the act of sending the claim to the national association either suspends or interrupts the running of the two-year limitation period.
158. The Sole Arbitrator understands the practical considerations underlying the Appellant’s position, in particular the procedural dependence of amateur clubs that do not have a TMS account on their associations for TMS filings. However, the decisive question is whether the FIFA regulatory framework provides any textual or systematic basis for the Appellant’s proposed interpretation. The Appellant has not identified any such specific provision, and the Sole Arbitrator has found none.
159. To the contrary, the relevant rules point in the opposite direction. Article 27 of the FIFA Procedural Rules states that:
- “Pursuant to the relevant FIFA regulations, a party shall submit a claim for training compensation or the solidarity mechanism and its additional documents in TMS.”*
160. Article 28 further reinforces this requirement by providing that:
- “All claims related to proceedings detailed in article 27 must be submitted and managed through TMS.”*
161. The mandatory nature of TMS filing is therefore unequivocal.
162. The FIFA Commentary on the RSTP then further clarifies that a claim is only deemed submitted when it is filed in accordance with the procedural rules: “[...] *the two-year time limit will only be respected if a complete claim **in line with the requirements of the Procedural Rules** is submitted to FIFA within this timeframe. [...]*”<sup>7</sup>. (emphasis

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<sup>6</sup> FIFA Commentary on the RTSP, pages 479 & 478.

<sup>7</sup> FIFA Commentary on the RTSP, pages 480.

added)

163. In light of the above, a claim for training compensation can only be deemed “submitted” when it is effectively registered in TMS. The rules do not provide for any alternative form of submission, nor do they recognise the possibility of a “constructive filing” date based on delivery to a member association.
164. Read together, Articles 27–28 of the Procedural Rules and statute of limitations establish a coherent procedural framework: (i) training compensation claims must be filed in TMS, and (ii) the two-year time limit is assessed by reference to the date of the filing in TMS, not to the date on which a club first contacts its association.
165. On the other hand, the Sole Arbitrator notes that the Appellant did not point to any specific legal provision in the FIFA regulatory framework that would cause the suspension or interruption of the limitation period upon submission of the claim to a national association.
166. Moreover, it is the Sole Arbitrator’s view that there is no lacuna in this regard in the FIFA regulations and that, rather, FIFA’s intention was to establish a strict time bar, consistent with the principle of legal certainty and the need to provide clarity and finality to clubs involved in training and transferring players: “[...] *Any exchanges between the parties, specifically including attempts to reach an amicable settlement, default notices, warnings, notices that a claim will be submitted if the payment is not received by a specific date, or any other similar communications between the parties outside of a formal procedure and investigation based on a relevant claim, **will not, in principle, interrupt the limitation period.***”<sup>8</sup>
167. Indeed, if exchanges, such as default notices, between a creditor and debtor are not deemed to have any impact on the two-year time limitation, then, by majority of reason, communications merely between a club (the training compensation rights holder) and its national association (the transmitter of information to FIFA) could evidently not have any impact either.
168. Accepting the Appellant’s interpretation would, thus, require implying into the regulatory system a mechanism that does not appear to exist. It would also raise substantial concerns from a systemic perspective. If the decisive filing date were to be deemed the date of receipt by the national association or if such receipt would interrupt or suspend the time limitation, this could result in situations where the claim is only uploaded to TMS significantly after the expiry of the time limit, yet still considered admissible merely because the national association received the claim in time. Such an outcome would be at odds with the very rationale of the two-year limitation period, which is to ensure timely dispute resolution, foster predictability and finality.
169. It would consequently also create significant legal insecurity. Clubs that register players would be unable to rely on the expiry of the two-year limitation period as a clear and definitive cut-off point. Instead, they would face the risk that a training compensation claim could be resurrected long after the limitation period had expired, based solely on

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<sup>8</sup> FIFA Commentary on the RTSP, pages 480.

the assertion that the claim had been sent to the national association within two years. This would undermine legitimate expectations and introduce an open-ended exposure inconsistent with the regulatory aim of procedural stability.

170. Furthermore, because national associations presumably vary widely in their internal administrative capacity, responsiveness and processing timelines, tying the limitation period to the date of receipt by the association — rather than the uniform, transparent timestamp generated by TMS — would result in inconsistent and unpredictable outcomes in terms of when a claim would actually be filed and notified to a respondent club, an outcome incompatible with the principle of equal treatment/level playing field, which underpins the FIFA regulatory framework.
171. For these reasons, the Sole Arbitrator is compelled to conclude that the Appellant’s arguments on “constructive filing”, suspension or interruption of the limitation period find no support in the applicable FIFA regulations and, if accepted, would significantly jeopardise the legal certainty that the limitation period is designed to secure.
172. Accordingly, the only filing date that can be taken into account for the purposes of the statute of limitations is the date on which the FCF actually uploaded the claim in TMS — namely, 10 August 2023. Since more than two years had elapsed from the event giving rise to the dispute by that date, the Sole Arbitrator must uphold the FIFA DRC’s conclusion that the claim was time-barred.
173. This means that the remaining issues outlined in paragraph 120 above need not be analysed.

## **XI. CONCLUSION**

174. In conclusion, pursuant to the analysis above, the Sole Arbitrator finds that:
- (1) the claim for damages against the FCF is outside the scope of the Sole Arbitrator’s mandate and must therefore be deemed inadmissible;
  - (2) The Appellant’s claim was filed before the FIFA DRC after the applicable two-year time limitation and was inadmissible. As a consequence, the appeal shall be dismissed.
175. The Sole Arbitrator therefore confirms the Appealed Decision.

## **XII. COSTS**

(...)

## ON THESE GROUNDS

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

1. The prayer for relief made by Udinese Football School Cartagena for the CAS to “*Ascertain the exclusive responsibility of the Colombian Football Federation (FCF) and condemn it – in exclusive way or jointly and severally with Watford FC - to pay in favour of the Appellant the amount equal to 177,039 EUR – or the amount equal to EUR 84,080.37 or that which will be ascertained by the Sole Arbitrator - as training compensation, plus interests at rate of 5% p.a. starting from the date of 6 August 2021*”, is inadmissible.
2. The appeal filed by Udinese Football School Cartagena against the decision of the Dispute Resolution Chamber of the Football Tribunal issued on 9 January 2024, is dismissed.
3. The decision of the Dispute Resolution Chamber of the Football Tribunal issued on 9 January 2024 is confirmed.
4. (...).
5. (...).
6. All other requests for relief are dismissed.

Lausanne, 5 May 2026

## THE COURT OF ARBITRATION FOR SPORT

José Luis **Andrade**  
Sole Arbitrator