



TAS / CAS

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

CAS 2025/A/11278 Kontinental Hockey League (KHL) v. International Ice Hockey Federation (IIHF), Swiss Ice Hockey Federation, SC Langnau Tigers and Michal Krištof

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr. Jacques Radoux, Référendaire at the Court of Justice of the European Union, Luxembourg

Arbitrators: Mr. Jeffrey G. Benz, Attorney-at-law and Barrister in London, United Kingdom and Los Angeles, CA, United States of America

Mr. Omar Ongaro, Legal Counsel in Dübendorf, Switzerland

in the arbitration between

Kontinental Hockey League (KHL), Russia

Represented by Mr. Yury Zaytsev, Mr. Ilya Chicherov, Mr. Sergey Lysenko, Mr. Vladislav Chepelyov, Attorneys-at-Law with SILA International Lawyers, Moscow, Russia

Appellant

and

International Ice Hockey Federation (IIHF), Zurich, Switzerland

Represented by Ms. Ashley Ehlert, Deputy Director General/Legal Director

First Respondent

Swiss Ice Hockey Federation (SIHF), Glattbrugg, Switzerland

Represented by Mr. Paolo Angeloni, Director Leagues & Cup, and Mr. Patrick Droz, Player's Registration

Second Respondent,

SC Langnau Tigers, Langnau im Emmental, Switzerland
Represented by Mr. Pascal Müller, General Manager

Third Respondent,

and

Michal Krištof, Nitra, Slovakia

Fourth Respondent

I. PARTIES

1. The Kontinental Hockey League (the “KHL” or the “Appellant”), is an international league created to further the development of hockey throughout Russia and other nations across Europe and Asia.
2. The International Ice Hockey Federation (the “IIHF” or the “First Respondent”), is the world governing body administering the sport of ice hockey, recognized as such by the International Olympic Committee. It has its seat in Zurich, Switzerland.
3. The Swiss Ice Hockey Federation (the “SIHF” or the “Second Respondent”) is the national governing body for ice hockey in Switzerland recognized as such by the IIHF. It has its seat in Glattbrugg, Switzerland.
4. The SC Langnau Tigers (the “Club” or the “Third Respondent”) is an ice hockey club, under the aegis of the SIHF, whose professional team is competing in the Swiss National League A.
5. Mr. Michal Krištof (the “Player” or the “Fourth Respondent”) is a professional ice hockey player of Slovakian nationality. He is currently registered and playing for the Slovak club HK Nitra.
6. The IIHF, the SIHF, the Club and the Player are collectively referred to as the “Respondents”.
7. The Appellant and the Respondents are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

8. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions and evidence adduced. Additional facts and allegations found in the Parties’ written submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, it refers in its award only to the submissions and evidence it considers necessary to explain its reasoning.
9. On 1 August 2024, the KHL started to conduct its competition independently from the Russian Ice Hockey Federation (the “RIHF”).
10. On 17 October 2024, the Player made a transfer from HK Sochi, which is a professional ice hockey club from Russia affiliated to the KHL, to the Club.
11. On 20 December 2024, the KHL lodged two requests before the Disciplinary Board of the IIHF to open disciplinary proceedings with relation to the transfer of the Player arguing that the Player had breached his contract with HK Sochi. The first request, based on the alleged violation of the IIHF international transfer procedure, was directed against the IIHF, the SIHF and the Club. The second request, based on the alleged breach

of contract by the Player following an alleged inducement to this breach by the Club, was directed against the Player and the Club.

12. On 9 and 29 January 2025 as well as on 11 February 2025, the KHL reminded the IIHF that it had not yet received any information as to its two requests. The KHL specified that it would consider that lack of any reaction and/or the lack of any procedural action for a significant period of time as a denial of justice within the meaning of the relevant jurisprudence.
13. On 25 February 2025, the KHL sent a final notice to the IIHF requesting the latter to provide some information regarding, *inter alia*, the status of the KHL's two requests dated 20 December 2024. It further stated that it is an interested party because its rights as a professional league and a "Non-Member Organization" were breached by the wrongful actions extensively addressed in the respective requests and that the IIHF's silence would breach the KHL's procedural rights. The KHL granted the IIHF a last non-extendable deadline of three days to provide the requested information and reserved its right to bring the matter before the relevant authority on the grounds of denial of justice.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

14. On 21 March 2025, the Appellant filed a Statement of Appeal against the Respondents with the Court of Arbitration for Sport, in Lausanne, Switzerland (the "CAS"), in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the "CAS Code") (2023 edition). In its Statement of Appeal, the Appellant requested the CAS to grant it a 10-day extension of the time limit to submit the Appeal Brief and nominated Mr. Michele Bernasconi, Attorney-at-Law in Zurich, Switzerland, as arbitrator.
15. On the same day, the CAS Court Office notified the Statement of Appeal to the Respondents and, *inter alia*, informed the Parties that in the absence of any objection from their part within three days, the language of the arbitration would be English. The Respondents were further invited to nominate an arbitrator from the list of CAS arbitrators within 10 days.
16. On 27 March 2025, the First, Third and Fourth Respondent informed the CAS that, in their view, there was no valid arbitration agreement binding them to the KHL and requested that the present proceedings be removed from the CAS role.
17. On the same day, the CAS Court Office informed the Parties that a termination of the present procedure on the basis of Article R52 of the CAS Code was not possible and invited the Appellant to file, within 10 days, its submissions limited to the existence of a binding arbitration agreement and the jurisdiction of the CAS.
18. On 28 March 2025, the Second Respondent informed the CAS Court Office that, like the other Respondents, it considered that there is no arbitration agreement between the SIHF and the KHL that would enable the latter to bring the present matter before the CAS.

19. On 31 March 2025, the Respondents nominated Mr. Omar Ongaro, Legal Counsel in Dübendorf, Switzerland, as arbitrator in the present matter.
20. On 3 April 2025, the CAS Court Office informed the Parties that Mr. Michele Bernasconi had not accepted his nomination as arbitrator and invited the Appellant to nominate another arbitrator from the list of CAS arbitrators.
21. On 7 April 2025, the Appellant filed its comments on jurisdiction – together with two new exhibits – and nominated Mr. Jeffrey G. Benz, Attorney-at-law and Barrister in London, United Kingdom and Los Angeles, CA, United States of America, as arbitrator.
22. On 8 April 2025, the CAS Court Office acknowledged receipt of the Appellant's correspondence and informed the Parties that the issue of the jurisdiction of the CAS would be determined by the Panel, once constituted, pursuant to Article R55 (5) of the CAS Code.
23. On 17 April 2025, the First Respondent filed unsolicited submissions regarding jurisdiction.
24. On the same day, the CAS Court Office acknowledged receipt of those submissions and asked the Parties to refrain from filing any further correspondence without being requested to do so by the CAS Court Office or the Panel once constituted. It further referred the Parties to the information contained in its letters of 27 March and 8 April 2025 regarding the issue drawn from the existence (or not) of a binding arbitration agreement and, *a fortiori*, the question of the jurisdiction of the CAS.
25. On 10 July 2025, the CAS Court Office informed the Parties that the Panel appointed to resolve this dispute was constituted as follows:

President: Mr. Jacques Radoux, Référendaire, Court of Justice of the European Union, Luxembourg,

Arbitrators: Mr. Jeffrey G. Benz, Attorney-at-law and Barrister in London, United Kingdom and Los Angeles, CA, United States of America,

Mr. Omar Ongaro, Legal Counsel in Dübendorf, Switzerland.
26. On 17 July 2025, the CAS Court Office, on behalf of the Panel, invited the Second, Third and Fourth Respondents to submit their comments strictly limited to the issue of jurisdiction by 27 July 2025. The Parties were further informed that the Appellant would be given the opportunity to file a short rebuttal to these comments, as well as to those submitted by the First Respondent on 17 April 2025.
27. On 29 July 2025, the CAS Court Office acknowledged receipt of the Second, Third and Fourth Respondents' comments filed on 18 and 19 July 2025 and invited the Appellant to submit its final position on the jurisdiction of the CAS by 8 August 2025.
28. On 8 August 2025, the Appellant filed its final comments on the jurisdiction of the CAS.

29. On the same day, the CAS Court Office invited the Parties to state, by 15 August 2025, whether they requested a hearing, limited to the question of the jurisdiction, to be held in the present matter.
30. On 15 August 2025, the Appellant informed the CAS Court Office that it requested a hearing on the issue of the CAS' jurisdiction be held. On the same day, the First Respondent informed the CAS Court Office that it did not consider a hearing necessary, as the issues are sufficiently clear from the Parties' written submissions. However, it added that it would be available to participate in a hearing in case the Panel considered it helpful. It further filed a copy of the "IIHF Authorisation Guidelines" that came into effect on 1 November 2024, in order to dispel what it considered to be unfounded claims by the Appellant and to ensure the Panel has the complete regulatory framework before it.
31. The Second, Third and Fourth Respondents did not submit any position as regards the holding of a hearing within the given deadline.
32. On 2 September 2025, the CAS Court Office informed the Parties that the Panel deemed itself sufficiently informed to rule on the issue of jurisdiction based on the Parties' written submission only and that it did not consider a hearing on that issue necessary.

IV. THE PARTIES' SUBMISSIONS

33. The following summary of the Parties' positions and submissions is illustrative only and does not necessarily include each and every contention put forward by the Parties. Since the present award is exclusively dedicated to the issues of jurisdiction, submissions on other issues are only very briefly summarised. The Panel, however, has carefully considered all of the submissions on the jurisdiction of the CAS made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Appellant's Submissions and Requests for Relief

34. In its Statement of Appeal, the Appellant argued, in relation to the jurisprudence of the CAS, *inter alia*, that in light of the fact that, despite various reminders, the IIHF had failed (i) to issue any decision (either procedural or on the merits) and/or (ii) to provide any response to the KHL's requests from 20 December 2024, within three months, there is, according to the CAS jurisprudence (CAS 2005/A/899) and the relevant literature (MAVROMATI/REEB, *The Code of Arbitration for Sport*, 2015 ed., para. 24, page 388), a denial of justice in the present matter. This denial of justice opens the way to an appeal before the CAS given that there are no other internal legal remedies provided by the IIHF regulations for the Appellant.
35. The Appellant further maintains that the jurisdiction of the CAS follows from Article 12.7 of the IIHF Disciplinary Regulations and Statute 22 of the IIHF Statutes and Bylaws. The Appellant considers that the IIHF Statutes and Bylaws, in their version of 9 October 2023, are applicable to the present matter and not the version published on 26 October 2024, even though Statute 22 of the IIHF Statutes and Bylaws is the same in

these two versions.

36. Finally, the Appellant recalled that, according to the relevant literature, in case of a denial of justice, there is no need to comply with the time limit set out in Article R49 of the CAS Code. However, in any event, given that, on 25 February 2025, it granted the IIHF a final 3-day deadline to react to the requests filed on 20 December 2024, the 21-day time limit to appeal, stipulated in Article R49 of CAS Code, is respected in the present matter.

37. In its Statement of Appeal, the Appellant submitted the following requests for relief:

- “1. *The appeal filed by the Kontinental Hockey League is upheld.*
2. *The professional hockey player Michal Krištof, Slovakia, is sanctioned with a six (6) month suspension on playing in official national and international games during playing periods for a breach of a Professional Player Contract;*
3. *Schlittschuh Club Langnau Tigers, Switzerland, is sanctioned with a one (1) season ban on Transfers for having induced a breach of a Professional Player Contract.*
4. *Schlittschuh Club Langnau Tigers is sanctioned in accordance with Art. 7.1 of the IIHF Disciplinary Regulations for the breach of Art. 1.8.2 of the IIHF International Transfer Regulations with a disciplinary sanction to be determined at the Panel’s discretion.*
5. *The Swiss Ice Hockey Federation is sanctioned in accordance with Art. 7.1 of the IIHF Disciplinary Regulations for the breach of Art. 1.9.2 of the IIHF International Transfer Regulations with a disciplinary sanction to be determined at the Panel’s discretion.*
6. *The members of the IIHF personnel who approved the transfer of the professional hockey player Michal Krištof, Slovakia, to Schlittschuh Club Langnau Tigers, Switzerland, are sanctioned in accordance with Art. 7.1 of the IIHF Disciplinary Regulations for the breach of Art. 1.9.2 of the IIHF International Transfer Regulations with a disciplinary sanction.*

Alternatively,

7. *The case is referred to the Disciplinary Board of the International Ice Hockey Federation.*
8. *Disciplinary Board of the International Ice Hockey Federation is ordered to open the disciplinary proceedings against the professional hockey player Michal Krištof, Slovakia, and Schlittschuh Club Langnau Tigers, Switzerland.*
9. *Disciplinary Board of the International Ice Hockey Federation is ordered to open the disciplinary proceedings against Schlittschuh Club Langnau Tigers, Switzerland, the Swiss Ice Hockey Federation and the officials of the*

International Ice Hockey Federation who approved the Transfer.

In any case,

10. *IIHF shall bear all costs incurred with the present procedure (if any).*
 11. *IIHF shall pay to KHL a contribution towards its legal fees and other expenses, incurred in connection with the present proceedings, in an amount to be determined at the Panel's discretion."*
38. In its comments on jurisdiction filed on 7 April 2025, the Appellant argues, in essence, that:

– First, there is a valid arbitration clause providing for an appeal to the CAS in the IIHF regulations and no separate arbitration agreement between the Appellant and the Respondents is necessary. Indeed, Statute 22.2 of the IIHF Statutes and Bylaws stipulates that “*Subject to Statute 20, any final IIHF decision in accordance with Statute 21 may only be appealed at the CAS, with the exclusion of the state courts, in accordance with its [CAS Code]. CAS shall apply IIHF Statutes, Bylaws, and Regulations/Code and Swiss Law*”. Moreover, Article 12.7.1 of the IIHF Disciplinary Regulations stipulates that “*IIHF Disciplinary Board decisions are final and can only be appealed to the [CAS] in accordance with the [CAS Code] after receipt of the written decision. [...]*”.

Given that these two provisions contain no limitation regarding the persons/organisations which are entitled to file an appeal to the CAS, the KHL would in principle be entitled to do so. This approach would be in line with the jurisprudence according to which an arbitration clause shall, in principle, be interpreted (i) against its drafter based on the principle of *in dubio contra proferentem* and (ii) in favour of its validity (CAS 20217/A/5200). In the present matter, it would be obvious that (i) the above-mentioned provisions provide for the possibility of an appeal to the CAS and explicitly exclude state courts' jurisdiction, meaning that a restrictive interpretation of the arbitration clause is not justified; (ii) the IIHF is the sole drafter of both provisions meaning that in case of doubt, they must be interpreted against the IIHF; (iii) these two provisions contain a unilateral offer from the IIHF to resolve all appeals in disciplinary matters before the CAS, and this offer is not limited to the IIHF members; and (iv) by filing its requests to the IIHF Disciplinary Board and then the present appeal to the CAS, the KHL accepted this unilateral offer by a conclusive act, which does not require signing any separate arbitration agreement.

In light of the fact that the Second, Third and Fourth Respondents are all “*Covered Parties*” within the sense of Article 3 of the IIHF Disciplinary Regulations, they are bound by the above-mentioned arbitration clauses and may be sanctioned for the respective breaches of the contract and the international transfer procedure that occurred in the present matter. Thus, the CAS has jurisdiction to decide on the merits of the appeal filed against these three Respondents.

Finally, the above mentioned provisions must be interpreted in a way as to cover not only “*written decisions*” but also a denial of justice.

- Second, it is wrong to state, as the IIHF does, that the KHL “*removed itself from the IIHF’s jurisdiction*”. In late July 2024, the IIHF agreed that, as from the 2024/2025 season, the KHL would conduct its competition independently. Further, the IIHF itself provides regulatory protection to the “*non-member organizations*”, the latter being defined as “*a hockey team, league, or other organization that is not part of the International Ice Hockey Federation*” in the “*definitions*” section of the applicable IIHF International Transfer Regulations in their version of 9 October 2023 applicable at the date of the Player’s transfer and thus to the merits of the appeal. The current edition of the IIHF International Transfer Regulations was only published on 22 November 2024, *i.e.* after that transfer, and is, thus, not applicable to the substance of the matter at hand.

Moreover, the so-called “IIHF Authorisation Guidelines” mentioned in the 22 November 2024 version of the IIHF International Transfer Regulations either do not exist or have not been published by date, making the new definition of the “*non-member organizations*” impossible to be complied with.

Finally, according to Article 8.1 of the applicable IIHF International Transfer Regulations, “[*a*]ll MNAs, their leagues, and clubs must respect all existing and valid Contracts of Players playing in other MNAs or Non-Member Organizations”. Thus, it would be clear that the IIHF explicitly recognised its obligation to protect the principle of respect of contracts with any entities, including those which are not part of the IIHF. Hence, the IIHF’s argument regarding the KHL’s separation from the IIHF is in contradiction with the IIHF’s regulations. In any event, it would be clear from the KHL’s press release dated 9 July 2024, that the KHL explicitly acknowledged that it adhered to the principle of respect of contracts and expected the same from other clubs, leagues and member national associations and it must thus be considered as an injured party in the matter at hand.

In view of the above considerations, the Appellant concludes that the “*CAS has jurisdiction to resolve the KHL’s appeal and issue a decision on the merits of the case CAS 2025/A/11278 Kontinental Hockey League (KHL) v. International Ice Hockey Federation (IIHF), Swiss Ice Hockey Federation, SC Langnau Tigers & Michal Krištof*”.

39. In its final comments on jurisdiction dated 8 August 2025, the Appellant reiterated the above mentioned conclusion. In support of its position, it argued, *inter alia*:

- First, that it should be considered a “Non-Member Organisation” within the meaning of the IIHF Statutes and regulations applicable on 1 August 2024, date on which it started to conduct its competition independently from the IIHF. Thus, the IIHF International Transfer Regulations in their version of 9 October 2023 should apply to the present matter, including the determination of the KHL’s status. Indeed, the new edition of the IIHF International Transfer Regulations was only published on the IIHF’s website on 22 November 2024. The IIHF’s affirmation that “*the applicable version is the one the IIHF officially communicated to its members via email on 14 September 2024 as amended under IIHF Statute 15.4.4.1.*” is wrong as the final version of the renewed IIHF International Transfer Regulations was not communicated in September 2024. The content of the changes made in the IIHF International Transfer Regulations

in November 2024 were mostly related to the distinction of the “*Non-Member Organisations*” and the “*Other Organisations*”. The KHL only became aware of the existence of such regulations on 22 November 2024, *i.e.* after their official publication on the IIHF’s website. It was never notified of the possible changes of its legal status and/or the need to undergo any additional procedures in order to keep this status. To consider that these new rules entered into force prior to the 22 November 2024 would be contrary to the principles of legal certainty and predictability.

Moreover, the 22 November 2024 IIHF International Transfer Regulations refer to some “*IIHF Authorisation Guidelines*” which shall establish the procedure of acquiring the status of “*Non-Member Organisation*”. However, as would be clear from paragraph 26 of the comments to the 22 November 2024 IIHF International Transfer Regulations, in absence of these Guidelines, it was and still is impossible to comply with the new definition of “*Non-Member Organisation*”.

The date of entry into force figuring on the first page of the 22 November 2024 IIHF International Transfer Regulations, *i.e.* 28 September 2024, is not indicative due to the principle of *tempus regit actum*. The KHL was only notified of the new edition of the IIHF International Transfer Regulations on 22 November 2024 and, although the pertinent regulations provide for their retroactive application from 28 September 2024, such retroactive application is prohibited according to the CAS jurisprudence (CAS 2008/A/1545). According to the Appellant, this conclusion also applies to the new edition of the IIHF Statutes and Bylaws published on 26 October 2024, *i.e.* after the date of the Player’s wrongful transfer to the Club.

Finally, the fact that the KHL conducts its competition independently from the IIHF since 1 August 2024 does not affect or change the KHL’s status as Non-Member Organisation, knowing that, for example, the NHL and the AHL kept their status as Non-Member Organisations according to clause I.9.5 of the 22 November 2024 version of the IIHF International Transfer Regulations. If an organisation has become a Non-Member Organisation as per the 9 October 2023 version of the IIHF legal framework it would automatically continue to keep this status. Thus, the KHL should be considered a Non-Member Organisation according to the 9 October 2023 version of the regulatory framework applicable to the merits of the present matter.

- Second, the jurisdiction of the CAS clearly follows from the Statute 22.2 of the IIHF Statutes and Bylaws in conjunction with Article 12.7.1 of the IIHF Disciplinary Regulations. In addition, the applicable edition of the IIHF International Transfer Regulations provides, in its provisions I.8.1; I.8.2; I.8.5; I.9.7 II.4.1 and II.4.3, some legal protection for Non-Member Organisations. Hence, if the interpretation of the arbitration clause contained in Statute 22.1 of the IIHF Statutes and Bylaws put forward by the IIHF were to be followed, this would lead to an absurd situation as, on the one hand, Non-Member Organisations see some of their legal interests protected by the IIHF and, on the other hand, they cannot seek any ruling from the IIHF Disciplinary Board and cannot appeal to the CAS. Such a contradictory approach could not have been in the intention of the drafter of this arbitration clause.

- Third, in the present matter there is a manifest denial of justice, and such a denial of

justice may be subject to an appeal before the CAS. Indeed, the Appellant has a legitimate legal interest in the matter as the wrongful transfer of the Player concerned one of its member clubs and as it aims to ensure compliance with the established transfer procedure and to protect the contracts of its members from not being respected. The Appellant's aim is to preserve the basic principle of respect of contracts, which is the true reason why the present matter has been submitted to the IIHF Disciplinary Board. It has thus standing to appeal. Moreover, the First Respondent's argument according to which the "*KHL cannot be simultaneously outside the IIHF system and claim procedural rights within it*" is contrary to the IIHF's own regulations, as a Non-Member Organisation was defined as "*a hockey team, league, or other organization that is not part of the International Ice Hockey Federation*". Finally, it is clear from the First Respondent's submissions, that it never had the intention to act upon receipt of the KHL's requests from 20 December 2024 and deliberately did not provide any answer to these requests. This is not only a denial of justice but also deliberate bad faith course of action.

B. The First Respondent's Submissions and Requests for Relief

40. In its response to the CAS Court Office letter of 21 March 2025, the First Respondent argued that by breaking away from the RIHF as of 1 August 2024, the KHL removed itself from the jurisdiction of both the RIHF and the IIHF. It is thus clear that the KHL cannot rely anymore on the IIHF Statutes or regulations to establish the existence of an arbitration clause providing for an appeal to CAS. Further, it is undisputed that no specific agreement, within the meaning of Article R27 of the CAS Code, exists between the IIHF and the KHL that would provide for the right of an appeal to CAS. Accordingly, in absence of any applicable arbitration clause, the present case should be removed from the CAS role.
41. In its written submissions filed on 17 April 2025, the First Respondent maintains, first, that it is undisputed that the KHL ceased to operate under the IIHF framework since 1 August 2024. Accordingly, the KHL (i) is no longer subject to the IIHF Statutes or regulations; (ii) does not fall under IIHF regulatory or disciplinary oversight and (iii) cannot invoke or rely upon IIHF instruments, which are intended to govern the conduct of IIHF Members, their affiliated entities, and those entities and persons expressly recognised within the IIHF's regulatory framework.
42. The First Respondent argues, second, that in light of the wording of Article R47 of the CAS Code, it is clear that *in casu* the CAS lacks jurisdiction over the present matter as there is (i) neither an appealable decision nor any instance of denial of justice and (ii) neither a valid arbitration agreement nor a statutory or regulatory basis establishing CAS jurisdiction.
43. As regards the first of these points, the IIHF acknowledges that, in the present matter, no decision has been issued by the IIHF that could be appealed under Article R47 of the CAS Code. As is clear from the pertinent CAS jurisprudence, a denial of justice may only arise where a party with a legitimate legal interest has been unjustly denied access to a decision-making process. However, in the present matter, the KHL lacks standing to bring a claim before the IIHF Disciplinary Board because it voluntarily withdrew

itself from the IIHF's governance and regulatory structure. The KHL cannot be simultaneously outside the IIHF system and claim procedural rights within it. The KHL's lack of standing within the IIHF's internal framework necessarily results in a lack of standing before the CAS (CAS 2020/A/6921 & 7297). According to the First Respondent, the KHL has further failed to demonstrate that it has a "*direct, tangible and legitimate interest*" in the present matter and has therefore failed to meet the threshold for a denial of justice claim. Finally, given that the present matter is of a disciplinary nature, the First Respondent recalls that according to constant CAS jurisprudence (CAS 2020/A/6713), "*disciplinary matters only concern and involve the disciplinary authority and the addressee of the disciplinary measure and that competitors or third parties are not affected in their legal rights by disciplinary measures that are not directed at them*".

44. Regarding the second of these points, the First Respondent notes that it is uncontested that there is no arbitration agreement between the IIHF and the KHL and argues that there is no valid arbitration clause in the IIHF Statutes or regulations either, from which the KHL can derive a right to appeal to the CAS. Indeed, according to the combined lecture of IIHF Statute 22.1 of the IIHF Statutes and Bylaws and the definition of "League" in the IIHF Statutes, it is clear that in order to fall within the scope of IIHF Statute 22 of the IIHF Statutes and Bylaws, a league must be affiliated with an IIHF Member National Association (MNA). The KHL does not fulfil this criterion and may, thus, not invoke that provision. This conclusion is in line with constant CAS jurisprudence regarding similar provisions (CAS 2014/A/3776). Further, Article 12.7.1 of the IIHF Disciplinary Regulations does not provide an independent basis for CAS jurisdiction and merely governs the appealability of formal decisions issued by the IIHF Disciplinary Board. However, this appealability is subject to the condition that the appellant is a party entitled to bring such an appeal under the IIHF Statutes and regulations. Given that the KHL has withdrawn from the IIHF framework, it is not a party with rights under this framework anymore.
45. The First Respondent maintains, third, that the legal arguments put forward by the KHL to support its claim that the CAS has jurisdiction to hear the present appeal must be rejected. In this respect, it argues, in essence, that:
- The KHL's submissions are only focussed on IIHF Statute 22.2 of the IIHF Statutes and Bylaws and deliberately disregard the clear and restrictive language of IIHF Statute 22.1 of the IIHF Statutes and Bylaws, which explicitly and exclusively refers to a MNA, a league, a club, a player, or an official within the meaning of the IIHF Statutes. The KHL is none of the above. In the present matter, the principle of *in dubio contra proferentem* does not apply as the IIHF Statutes contain no ambiguous language that could be construed in favour of the KHL's argumentation.
 - The award in case CAS 2017/A/5200, invoked by the Appellant, is irrelevant for the present matter as the provision at stake in that case was referring to "*any other individual or organisation*", which allowed the panel in that case to consider that its wording was sufficiently broad and ample to include non-member applicants in its scope. However, IIHF Statute 22.1 of the IIHF Statutes and Bylaws does not contain such a reference and limits CAS jurisdiction to disputes involving the IIHF and its

members, leagues, clubs, players, and officials. Moreover, in the aforementioned case, the appellant had applied to become a member of the relevant sports association whereas in the present matter the Appellant decided to leave the jurisdiction of the IIHF on 1 August 2024.

- The version of the IIHF International Transfer Regulations applicable to the Player's transfer, on 17 October 2024, is not, as alleged by the Appellant, the version of 9 October 2023, but the version officially communicated to the IIHF members via email on 14 September 2024 as amended under IIHF Statute 15.4.4.1.15 of the IIHF Statutes and Bylaws. Given that the KHL voluntarily departed from IIHF jurisdiction on 1 August 2024, it was no longer under the IIHF's regulatory framework and did not receive this email communication. In accordance with that version of the IIHF International Transfer Regulations, and the IIHF Statutes and Bylaws which came into effect on 28 September 2024, the KHL is not considered a recognised "Non-Member Organisation", but a non-recognised "Other Organisation" within the meaning of Article 5.1. of the IIHF International Transfer Regulations, *i.e.* "a league or other organisation that is not part of the International Ice Hockey Federation and is not recognised by the IIHF under the IIHF Authorisation Guidelines". In any event, even assuming, for the sake of argument, that the KHL's assertions regarding the applicability of the IIHF International Transfer Regulations in their version from 9 October 2023 were accepted, this would still not confer upon the KHL any rights to initiate disciplinary proceedings or appeal before the IIHF Disciplinary Board or the CAS.
- The IIHF Disciplinary Board was under no obligation (legal, disciplinary, or otherwise) to respond to the KHL's requests from 20 December 2024 as the KHL was not a member of the IIHF anymore. Further, the IIHF framework does not contain any mechanism by which a (third) party, even a member, may compel the IIHF to initiate disciplinary proceedings like the ones requested by the KHL in the present matter. Hence, the absence of any response to the KHL's requests cannot be construed as a formal "denial of justice". The First Respondent adds that it did review the matter raised by the KHL's requests and found that there was no basis to pursue any disciplinary actions. Finally, it notes that the KHL is free to pursue its claims of contractual breach before the appropriate forum, likely the Russian courts.
- Finally, the KHL's stated commitment to contractual integrity does not establish a legal basis for CAS jurisdiction in the present matter, particularly in light of the KHL's broader conduct and its prior decision to withdraw from the IIHF framework.

46. In light of the above considerations, the First Respondent requests the Panel to:

1. *Decide on the issue of jurisdiction as a preliminary and separate matter;*
2. *Conclude that it lacks jurisdiction to hear the appeal filed by the KHL; and*
3. *Declare the appeal inadmissible in its entirety for lack of jurisdiction."*

C. The Second Respondent's Submissions and Requests for Relief

47. In its response to the CAS Court Office letter of 21 March 2025, the Second Respondent argued that no arbitration agreement exists between itself and the KHL that would enable the latter to bring the present matter before the CAS. Given that the KHL has severed ties with both the RIHF and the IIHF, it is no longer subject to the jurisdiction of these two governing bodies. In absence of any arbitration agreement between the Second Respondent and the KHL within the meaning of Articles R52 and R27 of the CAS Code, the present appeal is invalid and the proceedings against the Second Respondent should be terminated.
48. In its email dated 18 July 2025, the Second Respondent stated that the First Respondent's submissions filed on 17 April 2025 were filed after consultation with the SIHF and that it shares the views and comments expressed in these submissions.

D. The Third Respondent's Submissions and Requests for Relief

49. In its response to the CAS Court Office letter of 21 March 2025, the Third Respondent argued that it is not a party to any arbitration agreement with the KHL that would provide grounds for the CAS to hear the present appeal. Indeed, following the KHL's decision to remove itself from the RIHF and the IIHF, the KHL would find itself outside of the jurisdiction of these governing bodies. Consequently, the Club is not bound by any contractual relationship with the KHL that could give rise to an arbitration agreement, nor is there any relevant agreement under any other statutes or regulations, including the IIHF Statutes or Disciplinary Regulations that would extend CAS jurisdiction to the present appeal. Hence, the present appeal should be removed from the CAS role.
50. In its email dated 18 July 2025, the Third Respondent stated that the First Respondent's submissions filed on 17 April 2025 were filed after consultation with the Club and that it shares the views and comments expressed in these submissions.

E. The Fourth Respondent's Submissions and Requests for Relief

51. In his response to the CAS Court Office letter of 21 March 2025, the Fourth Respondent argued that there is no arbitration agreement between him and the KHL. Indeed, given that the KHL is not a member of the IIHF anymore since 1 August 2024, the IIHF Statutes and Bylaws, as well as the IIHF Disciplinary Regulations, are not applicable to it anymore and, consequently, cannot be considered as an arbitration agreement between him and the KHL. Thus, the Fourth Respondent requests the CAS to dismiss the present appeal.
52. In his email dated 19 July 2025, the Fourth Respondent stated that the First Respondent's submissions filed on 17 April 2025 were filed after consultation with him and that he shares the views and comments expressed in these submissions.

V. JURISDICTION OF THE CAS

53. In the present matter the Respondents challenge the jurisdiction of the CAS, whereas the Appellant considers that the CAS has jurisdiction to hear the matter at hand on basis of the IIHF Statutes and regulations.
54. Thus, in a first step, the Panel has to determine whether or not the CAS has jurisdiction to hear the present appeal.
55. In this regard, the Panel recalls that the CAS is an arbitral tribunal with seat in Switzerland. As neither the Appellant nor the Fourth Respondent have their seat, domicile or habitual residence in Switzerland, pursuant to Article 176 of the Swiss Private International Law Act (“PILA”), Chapter 12 of the PILA applies to the present arbitration.
56. Pursuant to Article 186 of the PILA, the arbitral tribunal shall rule on its own jurisdiction (“*Kompetenz-Kompetenz*”, SFT, ATF 141 III 444 et seq.) and in accordance with Article 178 (2) of the PILA, an arbitration agreement is valid if it complies with the law chosen by the parties or if it complies with Swiss law. According to Swiss law, an arbitration agreement must be in writing, by means of telegram, telex, telefax or in any other form of communication that allows evidence of the agreement in text (cf. Article 178 (1) of the PILA).
57. Regarding the jurisdiction of the CAS, Article R27 (1) of the CAS Code provides:
“These Procedural Rules apply whenever the parties have agreed to refer a sports-related dispute to CAS. Such reference may arise out of an arbitration clause contained in a contract or regulations or by reason of a later arbitration agreement (ordinary arbitration proceedings) or may involve an appeal against a decision rendered by a federation, association or sports-related body where the statutes or regulations of such bodies, or a specific agreement provide for an appeal to CAS (appeal arbitration proceedings).”
58. Article R47 (1) of the CAS Code stipulates:
“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.”
59. In the present case, it is uncontested that the Parties did not enter into a specific arbitration agreement.
60. Further, it appears uncontested that the IIHF Statutes and Bylaws contain, as such, an arbitration clause conferring some jurisdiction to the CAS to deal with disputes arising from the application of these Statutes and Bylaws and other IIHF regulations. Indeed, Statute 22 of the IIHF Statutes and Bylaws in their version that came into effect on 28 September 2024 provides:

“22.1. IIHF recognizes the independent CAS, with headquarters in Lausanne (Switzerland), to resolve disputes arising from the Governing Documents between (a) IIHF and (b) MNAs, Leagues, clubs, players and/or officials.

22.2. Subject to Statute 20, any final IIHF Decision in accordance with Statute 21 may only be appealed at the CAS, with the exclusion of the state courts, in accordance with its Code of Sport-related Arbitration. CAS shall apply the Governing Documents and Swiss Law.

22.3. The CAS shall only have jurisdiction if all remedies within the IIHF have been exhausted.”

61. The IIHF Statutes and Bylaws in their version from 9 October 2023 do, in essence, not state anything different as they state:

“22.1. IIHF recognizes the independent CAS, with headquarters in Lausanne (Switzerland), to resolve disputes arising from the IIHF Statutes, Bylaws, Regulations/Code between (a) IIHF and (b) MNAs, Leagues, clubs, players and/or officials.

22.2. Subject to Statute 20, any final IIHF decision in accordance with Statute 21 may only be appealed at the CAS, with the exclusion of the state courts, in accordance with its Code of Sport-related Arbitration. CAS shall apply IIHF Statutes, Bylaws, and Regulations/Code and Swiss Law.

22.3. The CAS shall only have jurisdiction if all remedies within the IIHF have been exhausted.”

62. However, the question that is contested in the present matter is whether the Appellant may validly invoke this arbitration clause in these proceedings.

63. In this regard, the Panel notes, first, that the above-mentioned provisions manifestly contain, in Statute 22.1 of the IIHF Statutes and Bylaws, a limitation regarding the natural and legal persons which are entitled to file an appeal to the CAS, *i.e.* the IIHF, the MNAs, the leagues, the clubs, the players and the officials. In the Panel’s view, this clause is clear and leaves no room for interpretation as to the scope of the individuals and legal entities that are given the right to appeal a dispute to the CAS. Moreover, given that Statute 22.1 of the IIHF Statutes and Bylaws does, contrary to the provision at stake, for example in CAS 2017/A/5200, not open the appeal to “*any other individual or organisation*”, the Appellant’s arguments drawn from that award must be rejected.

64. The Panel holds, second, that nothing else derives from article 3.1 of the IIHF Disciplinary Regulations, given that, according to the relevant point of this provision, the personal jurisdiction of the IIHF applies, *inter alia*, to “*any institution, organisation or person who agrees in writing to be bound by any IIHF Governing Documents*”, *i.e.* IIHF Statutes and various regulations. However, as is clear from the Parties submissions, the Appellant did not agree in writing to be bound by any IIHF Governing Document. As is clear from the press statement published by the IIHF on 26 July 2024,

the KHL only agreed to the “*mutual respect of contracts of players participating in KHL and IIHF competitions*”.

65. The Panel notes, third, that according to the definitions found in the IIHF Statutes and Bylaws in both their versions from 9 October 2023 and from 28 September 2024, a “League” “[s]hall be defined as not less than four (4) teams competing in a League Competition (or as indicated in Bylaw 3.2.1 (d)), which may be a private entity, and which is affiliated with its MNA”. However, in the present matter, it appears uncontested that, as of 1 August 2024, the KHL was not just evolving independently of the IIHF but outside of it and there is no proof on file that, as of that date, the Appellant was still affiliated with that MNA. Hence, the Panel considers that, from 1 August 2024 onwards, the Appellant is not covered anymore by the personal scope of application of the Statute 22.1 of the IIHF Statutes and Bylaws.
66. This conclusion is not called into question by the Appellant’s argument according to which it has to be considered a “*Non-member Organisation*” and that it should be, as such, granted a right to appeal any decision of the IIHF that affects its alleged legal interest before the CAS. Indeed, besides from the fact, already mentioned above, that the wording of Statute 22.1 of the IIHF Statutes and Bylaws is perfectly clear and does not leave room for interpretation, the personal scope of this Statute is manifestly exhaustive and not purely explanatory as the enumeration contained therein is not introduced by words like “*inter alia*”, “*such as*”, “*in particular*” or anything similar. Hence, the question whether the Appellant was, as of 1 August 2024 or on the date of the Player’s transfer, a “*Non-Member Organisation*” within the meaning of the IIHF International Transfer Regulations from 9 October 2023 or from 22 November 2024 is irrelevant when it comes to determining whether the arbitration clause set out in Statute 22.1 of the IIHF Statutes and Bylaws covers the present appeal.
67. The Panel’s conclusion is neither called into question by the wording of Article 12.7 of the IIHF Disciplinary Regulations. Pursuant to this provision, “*IIHF Disciplinary Board decisions are final and can only be appealed to the [CAS] in accordance with the [CAS Code] after receipt of the written decision. Concerned persons must be informed about their appeal rights. [...]*”. As is clear from its wording, this provision concerns the legal effects of the IIHF Disciplinary Board decisions and determines part of the material scope of the appeals to the CAS. In other words, the provision aims at establishing the legal remedy available against decisions of the IIHF Disciplinary Board, but its goal is clearly not to extend the personal scope of the IIHF Statutes and Bylaws relating to whom has the right to appeal to the CAS.
68. In light of the above considerations, the Panel finds that the Appellant manifestly falls outside the scope *ratio personae* of Statute 22.1 of the IIHF Statutes and Bylaws and that there is no valid arbitration clause attributing jurisdiction to the CAS to hear the present appeal.
69. Consequently, the Panel considers that the question regarding whether, in the present matter, there is a formal denial of justice that could, if invoked by a person or organisation falling within the scope *ratio personae* of Statute 22.1 of the IIHF Statutes and Bylaws, be appealed before the CAS may be left unanswered.

70. Finally, it may be observed, for the sake of completeness, that the Appellant’s requests for relief should, in any event, have been dismissed as the Appellant does not have standing to appeal.
71. Indeed, first, its requests for relief were all aiming at imposing disciplinary sanctions on the Respondents or some of their personnel. The Appellant further claimed that the present appeal falls within the scope of Article R65 of the CAS Code and should be free of costs. In support of this position, the Appellant argued, *inter alia*, that (i) “*the dispute is clearly of a disciplinary nature since the case concerns the imposition of the respective disciplinary sanctions on the Respondents and the members of the IIHF personnel [...]*”, (ii) “*the essence of this case is precisely the absence of such decision on a disciplinary matter, as well as lack of any action by IIHF in response to the KHL’s request to open disciplinary proceedings*”, and (iii) “*the Appellant does not seek any financial compensation, but rather requests that disciplinary measures be taken against the personnel of IIHF and other Respondents*”.
72. However, the Appellant did not establish that it has an enforceable right to obtain under the provisions of the IIHF Statutes and Bylaws and, in particular, Article 12.5 of the IIHF Disciplinary Regulations, entitled “*Disciplinary Board Procedures for Cases of First Instance*”, that the IIHF opens proceedings and takes actions against the Second, Third, and Fourth Respondents as well as against the IIHF’s employees. Further, the Appellant has not established on the basis of what, if any, provision it would have been a party to the “proceedings” in case the IIHF Disciplinary Board had opened a disciplinary proceeding against any of the Respondents or whether it would have had a right to appeal against the a refusal, from the IIHF Disciplinary Board, to act upon the denunciation made by the Appellant. Neither the already mentioned Article 12.5 of the IIHF Disciplinary Regulations nor Articles 8.4, 8.5 and 8.6 of the IIHF International Transfer Regulations of 9 October 2023, assuming this would be the applicable version of these Regulations as claimed by the Appellant, confer any enforceable or direct right to the member association who notifies the IIHF of an alleged breach of the IIHF International Transfer Regulations. The Panel thus finds that the Appellant has failed to establish the existence of a provision in the IIHF Statutes and Bylaws, the IIHF Disciplinary Regulations or the IIHF International Transfer Regulations that would give it a direct right to appeal against a decision – or the absence of a decision – of the IIHF Disciplinary Board following the requests made by the Appellant on 20 December 2024.
73. Second, the Panel recalls that according to settled CAS jurisprudence in “*principle, a request is inadmissible, if it lacks legal interest (‘Rechtsschutzinteresse’, ‘interet à agir’)*. This condition of admissibility is explicitly provided for in Art. 59 (2) lit. a of the Swiss Code of Civil Procedure [...]. Thus, a reasonable legal interest is a condition for access to justice. A court shall only be bothered to decide the merits of a request, if the applicant has a sufficient legal interest in the outcome of the decision. If – on the contrary – the request is not helpful in pursuing the applicant’s final goals, the scarce judicial resources shall not be wasted on such matter. The condition of sufficient legal interest serves first and foremost public interests, i.e. to restrict the case load for the courts by striking ‘purposeless’ claims from the court’s registry. This public interest is clearly evidenced by the fact that the courts examine this (procedural) condition *sua sponte* (Art. 62 CCP). Even if aspects of public interest before state courts are not easily

transferable mutatis mutandis to arbitration proceedings (cf. GIRSBERGER/VOSEK, International Arbitration, 3rd ed. 2016, no. 1194), this Panel holds that a claim shall be deemed inadmissible if it clearly does not serve the purpose of the Appellant” (CAS 2016/A/4602).

74. In the present case, the Panel notes that, in its final comments on the jurisdiction of the CAS, the Appellant argued that its “*aim is [...] to preserve the basic principle of respect of contracts, which is the true reason why the present matter has been submitted to the IIHF Disciplinary Board and currently before the CAS*”. However, while the parties to a contract, in the present matter HK Sochi and the Player, may, *prima facie*, be considered as having a reasonable legal interest in the effective protection of the principle of *pacta sunt servanda*, the same is not true for the Appellant as he was not a party to that contract. The same reasoning applies regarding the transfer procedure the respect of which may be of legal interest for the First Respondent and its members but not for the Appellant. Hence, the Appellant does not have a legal interest worthy of protection and its requests for relief would thus, in any event, be inadmissible.

Conclusion

75. In view of the above considerations, the Panel finds that the CAS does not have jurisdiction to hear the present appeal.
76. Any other and further claims or requests for relief on the merits are dismissed.

VI. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Court of Arbitration for Sport lacks jurisdiction to rule on the appeal filed on 21 March 2025 by the Kontinental Hockey League against the International Ice Hockey Federation, the Swiss Ice Hockey Federation, the SC Langnau Tigers and Michal Krištof with respect to the alleged denial of justice further to two requests lodged before the IIHF Disciplinary Board on 20 December 2024.
2. (...).
3. (...).
4. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 April 2026

THE COURT OF ARBITRATION FOR SPORT

Jacques Radoux
President of the Panel

Jeffrey G. Benz
Arbitrator

Omar Ongaro
Arbitrator