

CAS 2025/A/11510 Zamalek SC v. Confederation of African Football (CAF)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Frans M. **de Weger**, Attorney-at-Law, Haarlem, The Netherlands

Arbitrators: Dr Jakub **Laskowski**, Attorney-at-Law, Warsaw, Poland

Dr Achilleas **Mavromatis**, Lawyer, Thessaloniki, Greece

in the arbitration between

Zamalek SC, Cairo, Egypt

Represented by Mr Nasr Eldin Azzam, Attorney-at-Law in Cairo, Egypt

- Appellant -

and

Confederation of African Football (CAF), Giza, Egypt

Represented by Mr Felix Majani and Mr Nadim Magdy, in-house-counsel CAF, Giza, Egypt

- Respondent -

* * * * *

I. PARTIES

1. Zamalek SC (the “Appellant” or “Zamalek”) is a professional football club with its registered office in Cairo, Egypt. Zamalek is registered with the Egyptian Football Federation (“EFA”), which in turn is affiliated to the Confédération Africaine de Football (the “Respondent” or “CAF”).
2. CAF has its registered office in Giza, Egypt. CAF is the governing body of football in Africa, which in turn is affiliated to FIFA.
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

4. The present appeal arbitration proceedings concern an appeal lodged by the Appellant against a decision issued by the CAF Appeal Board dated 10 December 2024 (the “Appealed Decision”).
5. In the Appealed Decision, the CAF Appeal Board determined that the appeal lodged by the Appellant against a decision from the CAS Disciplinary Board dated 2 September 2024 (the “First Instance Decision”) was dismissed. The CAF Appeal Board held that the sanctions imposed on the Appellant by the CAS Disciplinary Board for several incidents in relation to the second leg of the final match in the CAF Confederation Cup 2023/2024 were appropriate and proportionate to the severity of the violations committed by the Appellant.
6. In the present proceedings, the Appellant is challenging the Appealed Decision and requests the Court of Arbitration for Sport (“CAS”) to declare that no sanction shall be imposed on the Appellant and to annul the Appealed Decision and, alternatively, if CAS is of the opinion that the Appellant must be financially sanctioned, to confirm the imposed sanction is excessively disproportionate and to reduce the imposed financial sanction to USD 5,000.- (five thousand United States dollars).

III. FACTUAL BACKGROUND

7. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the hearing and the evidence examined in the course of the present proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, the Award only refers to the submissions and evidence considered necessary to explain its reasoning.

A. Background Facts

8. On 19 May 2024, the Appellant and the football club Renaissance Sportive de Berkane (“RS Berkane”) played the second leg of the final match in the CAF Confederation Cup 2023/2024 (the “Match”) at the Cairo Stadium in Egypt (the “Stadium”).
9. Prior to the Match, on 14 May 2024, a meeting was held between officials from the Appellant and the Respondent. Following this meeting, the Respondent’s Head of Competitions Division, Mr Khaled Nasser, sent an e-mail to the Appellant, in which it wrote the following:

“[...]

Reference is made to the meeting held today between CAF and your officials at the CAF headquarters. After further consideration of the high demand for tickets from your stakeholders, kindly find below the final ticket allocation from CAF:

- **Presidential Tribune:** 50%
- **VVIP Tribune:** 20 tickets + the right glass lounge with 19 seats
- **VIP Tribune:** 160 tickets
- **Category 1:** 500 tribune tickets
- **Category 2:** 300 tickets
- **Category 3:** 250 tickets
- **Sky Box:** 1 for CAF Title Sponsor

[...]

Additionally, regarding the awards ceremony, the following is required from your side:

- *Protocol contact person for each club.*
- *4 hostesses for each match, wearing the same official dress.*
- *Refurbishment of the tunnel leading from the VVIP tribune to the pitch to ensure smooth access for dignitaries before the ceremony,*
- *Red carpet on the access path for the dignitaries.*

The CAF IT department has sent the template for the persons who will need accreditation. We urge you to submit the filled template by the 16th (for Zamalek SC)[...].”

10. On the same date, the Appellant’s General Director, Major General Hassan Moussa, sent a letter to the Chairman of the Cairo Stadium Authority, in which he wrote the following:

“Based on today’s coordination meeting with the African Confederation, the Egyptian Football Federation, the United Company, and Tazkarti company regarding the football match between the two teams, Zamalek – RS Berkane, in the CAF Confederation Cup final on Sunday, 19/5/2024, at Cairo Stadium. Accordingly, the meeting included the following decisions to prepare:

- 1. Internet access to the stadium for CAF officials and journalists.*
- 2. 100 chairs for photographers and journalists inside the stadium.*
- 3. Simultaneous translation into English and French of special press conferences related to the match.*
- 4. Preparation of the Cairo Stadium tunnel for the inauguration and celebration ceremonies.*
- 5. Allocation of the Federation’s main cabin seats on the glass right-hand side (V.I.P) for CAF.*
- 6. Allocation of three rooms in the stadium for CAF officials in order to prepare the medals, the cup. In addition, the keys should be in their possession before the match.”*

11. In reply, on an unspecified date, the Executive Manager of the Cairo Stadium Authority, Mr Walied Abdel Wahab Ibrahim, wrote as follows:

“[...]

With reference to your letter sent to the Authority No. 1308 of the 14/05/2024 regarding the Coordination Meeting of the CAF, the following is being prepared for distinguished match on Sunday, 19/05/2024 in the final of the Confederation Championship:

Unavailability at the General Authority Cairo Sports Stadium

- 1 – For the Internet of the Administrator and journalists.*
- 2 – 100 years’ chair for the photographers and health on the pitch.*
- 3 – Translation of English and French for conferences related to the Match.*

Your esteemed club (host club) is responsible for providing these requirements referred to above and contracting with the specialized bodies and not the General Authority Cairo Stadium

- 4 – For the preparation of the tunnel for ceremony and celebration, it will be equipped*
- 5 – For the allocation of the main and the Right Side (VIP) Glass, it is dedicated to the General Authority of Cairo Stadium*

6 – For the allocation of 3 rooms in the stadium level of the African Union for the preparation of medals and the cup, it will be prepared.

[...]”

12. On 16 May 2024, the Respondent’s Head of Safety and Security, Dr Christian Emeruwa, sent a letter to the Appellant in which he expressed his appreciation for the Appellant’s representatives for attending the safety and security preparatory meeting held at the Stadium that day. In addition, the letter reads as follows:

“[...]”

Following yesterday’s meeting, it is necessary to reinforce the agreed actions for the 2nd leg finals in Egypt.

General Stadium Access Protocol

- *The stadium’s maximum safe capacity must be respected and not exceeded.*
- ***Without exception, only persons with match tickets, V/VVIP invitation cards, or accreditation will be allowed entry to the stadium on the final matchday.***
- *Only match tickets and V/VVIP invitation cards grant access to seating; accreditation does not grant seating access.*
- *CAF will assign a safety and security officer to work alongside representatives from the private security, Egyptian Football Association, and the participating clubs to manage access at the V/VVIP are.*
- *Only vehicles with the CAF Approved Vehicle Access Permit Pass (VAPP) shall be allowed access into the stadium on matchday.*

External Access Control

- *For the final match, a new security access control system will be implemented.*
- *Security authorities will install barriers to separate pedestrians from vehicle access.*
- *A 500-meter radius will be established for the first soft ticket checks of spectators and VVAP checks for all cars.*
- *A proper search regime will be enforced to prevent prohibited and restricted items from entering the stadium.*
- *Anyone without a match ticket will not be allowed within a 500-meter radius of the stadium.*

VVIP Access Control

- *Only V/VVIP guests with official invitation card will be granted access to the V/VVIP area and seating. No individual, regardless of social status, will be allowed to access the stadium's V/VVIP area without an official invitation for the match.*
- *Police officers in uniform are not allowed to access the V/VVIP seating or holding areas.*
- *Only vehicles with V/VVIP VAPPs will be permitted to access the VVIP drop-off and parking areas.*

Competition Areas Access Control

- *Access to the competition area will be strictly controlled using accreditation and Supplementary Access Device (SAD).*
- *After the match, team members will only be allowed on the field to celebrate with their family members after dignitaries have left the pitch. They will be gathered by the club security officer and escorted down by the CAF security officer.*
- *Family members must not accompany players into the dressing rooms but rather celebrate on the pitch and then return to their seats.*
- *Players and officials are not allowed to bring their children into the dressing room area.*

Enforcement of Prohibited and Restricted Items Access to Stadium

- *Prohibited and restricted items will not be allowed into the stadium. The security authority will ensure a comprehensive search regime during spectator access.*
- *Smoking is strictly prohibited inside the stadium. Security will enforce the no-smoking policy in the V/VVIP tribunes, loungers, and stands.*
- *Pyrotechnics are not allowed to be brought into the stadium by supporters of the participating teams.*

Teams and Officials Security

- *Adequate police security will be provided for the teams, officials, and CAF VVIPs from arrival to departure and on matchdays.*
- *Anyone without accreditation should not access the team's bus; this must be enforced by the team's security officer.*

We thank you for your cooperation thus far. To ensure the success of the finals, it is essential that all parties fully implement the agreed measures."

13. On 19 May 2024, a list of security personnel scheduled to perform security duties in relation to the Match was communicated to the Respondent's Head of Safety and Security on behalf of the Appellant.

14. On the same date, the Respondent's Head of Safety and Security sent a reply which contained the following:

"[...]"

As discussed we did not discuss at anytime about Zamalek security we only discussed about police, Taskati and African Security.

Please note that the VVIP and Competitions area is a no go area for anyone that has not been part of the planning and any attempt to put people there in the name of calling them security will be a breach on our agreed security protocol."

15. On 19 May 2024, the Match took place. In relation to the Match, multiple incidents arose, including attempts at pitch invasion. Furthermore, CAF officials were prevented and delayed from accessing the field of play in order to conduct the medal ceremony.
16. On 20 May 2024, the Respondent's Match Commissioner, Mr Shehu Dikko, communicated his report (the "MC Report"). In the MC Report, the Respondent's Match Commissioner wrote:

"[...]"

1. Match Preparations:

[...]"

*b) **Security:** Security meeting was held on Friday May 17th, 2024 with all relevant parties in attendance. The MC also attended the meeting to understand the security plans. All parties assured and committed to a robust security arrangements to avoid any lapses prior, during and after the match. All issues of security plans were discussed, analyzed and actions agreed*

*c) **MCM Meeting:** [...] In concluding the meeting, the MC duly reiterated to the two teams the importance of the medal/trophy presentations after the match and that all teams should be meticulous and cooperate with CAF to ensure a professional and magnificent medal presentation is delivered at the end of the game regardless of the results. The two teams all pledged to respect this demand among others to guarantee a perfect match.*

[...]"

2. The Match Proper

[...]"

b) However, the issue of crowd control and security were a nightmare for the match in spite of all the preparations. Firstly, it is evident the fans in the stadium were overcrowded and for above the 60,000 initially projected with over 73,000 reported in the stadium. There was serious breach of protocol and crowd misdemeanor by the Zamalek Supporters, fans and officials in the VIP stand resulting in all types of security breaches and confusion making the VIP stands a huge nightmare. On the

other hands, the Zamalek fans on the normal stands provided a very good atmosphere for the match.

- c) At the end of the match it was a huge nightmare and security complications for even the CAF President and the other VIP entourage to access the pitch from the VIP for the medal presentations as the Zamalek Supporters/officials and even some few RS Berkane officials/fans were trying to force themselves into the pitch. It was a complete embarrassment.*
- d) The security arrangements after the match was totally inadequate, unprofessional and or lackadaisical which now allowed all sorts of (unauthorized) persons from Zamalek supporters/officials to invade the pitch and practically muddle up and disrupt the trophy/medal presentations.*
- e) Also, at the end of the Match, the RC [sic] Berkane players tried to unfairly accost and aggressively confront the match officials with even threats of attack. It took the intervention of the private security escorts attached to the match officials to ensure the officials didn't come under harm. The RC Berkane players also delayed the medal presentation by refusing to line up in compliance to the CAF directives and agreement during the MCM.*
- f) Furthermore, in spite of the clear directives/instructions duly communicated to the teams during the MCM meeting that only 11 players, 9 substitutes and head coach are allowed to come forward for the medal presentations, the Zamalek officials decided to bring their entire team including even board members to the presentations. This resulted in all sorts of persons including even fans, security, ushers etc joining the medal presentations, which clearly tainted everything and practically brough CAF reputation to disrepute.*
- g) After, the medal ceremony, some of Zamalek supporters, family members of the players and all sorts of unauthorized persons made their way to the dressing room which further heightened the security breaches and puts everyone involved with the match at risk.*

[...]"

17. On the same date, Mr Almoustapha Mamane Idi, in his capacity as Safety and Security Officer of the Respondent, submitted his security incident report (the "Incident Report"), in which he wrote the following:

"1 – Where and when did the incident take place?

- , 1 [sic]-At the final whistle, we witnessed:*

- Invasion of the pitch.*

- 2- Pyrotechnic objects used on the pitch by Zamalek players and staff.*

- 3- Attempted assault on the match officials by the Berkane team.*

2 – Please describe exactly what happened.

- , For the invasion of the field, the non-reactive security was necessarily overwhelmed by the number of spectators who were at the level of the VIP area. Some climbed the separation fence to enter and give the players and staff pyrotechnic objects that they lit to show their joy in front of the same stand. A video was made by the CSSO was given to Mr. SENE Aboubacar of the Safety and Security Division of CAF.*

As of the attempt to attack referees, it happened after the presentation of the medals to the latter, that a group of players and members of the delegation of Berkane,

tried to attack them, despite the presence of the security agents (A video was also given to Mr. SENE Aboubacar)

3 – What actions were taken to resolve the incident?

- *, Concerning the invasion, security was able to arrest some, others were escaped. As for the attempted assault, security managed to evacuate the officials to their locker room.*

4 – Please provide any additional relevant information (e.g. how the incident could have been avoided or how negative

- *, These incidents could have been avoided if the security, from the start, showed firmness, by refusing access to the VIP area, to all those who are not ticket holders and to the children (because there were quite a few children present). The security systems should have been more substantial, through efficient and methodical searches. This end of the match is likely to have a negative impact on the image of our football around the world*

18. In addition, Mr Almoustapha Mamane Idi, in his capacity as Safety and Security Officer submitted his security match report (the “Match Report”), in which he wrote the following:

“[...]”

14 – What is your overall evaluation?

- *Ok, The management of security issues could have been better, if the partners showed professionalism and humility by not being master-connoisseurs. Indeed, the latter only did what suited them, in defiance of due process. Often their partisanship took precedence over their impartiality. The laxity, voluntarily, observed led to the situation of chaos that we had witnessed at the end of the match. Invasion of the land under the eyes of security and Police. It should be noted that the CSSO requested the intervention of the Police in the face of this situation, but the latter pretended not to understand anything, so to refuse to react*

15 – If there were any issues/concerns, please provide a description and evaluation of the resolution for each of the issues.

- *Ok, The problems identified relate to:*
 - *The laxity or complicity of security agents with individuals holding accreditations without SAD pretending to be police officers. It must be recognized that most of the individuals present in the specific areas of the stadium, without being authorized to do so, are police officers in civilian clothes.*
 - *The lack of cooperation and availability of security officials at critical moments (invasion of the field, blocking of the CAF President when going down for the presentation of the trophy...)*
 - *Refusal to apply the resolutions decided during the various meetings or even the fact of refusing to listen to the opinions of the CSSOs under the pretext of knowing one’s job.*

The best way to remedy this in the future is to allow CAF to have efficient control over the printing and issuance of accreditations. Remind the partners that the event is governed by the CAF protocol and that only it must be applied.”

19. On the same date, Mr Joshua Knipp, in his capacity as General Coordinator of the Respondent, submitted his report (the “General Coordinator Report”), which states as follows:

“Following the final whistle of the CAF Confederation Cup 2nd Legal final between Zamalek SC and RS Berkane at Cairo International Stadium on 19 May 2024, several safety and security incidents took place which comprised the safety of the event.

- *At the conclusion of the match, **RS Berkane** players and officials aggressively attacked the CAF match officials on the pitch, which resulted in private security protecting the officials for a sustained period of time with the players and officials refusing to back away. Additionally, the **RS Berkane** players and officials refused to comply with the CAF officials requests to line up for the medal ceremony as discussed and agreed upon during the match coordination meeting.*
- *At the conclusion of the match, **Zamalek SC** supporters forcefully entered the VIP section of the stand and climbed up on to the roof of VIP stand section which bridges the gap between the stand and the pitch. The spectators then forced their way through security and onto the pitch. The supporters were also accompanied by the excess **Zamalek SC** staff, players and families who were seated in the VIP stand during the match. They all forcefully entered the pitch illegally.*
- *As a result of the pitch invasions by the **Zamalek SC** supporters, staff, excess players and families, the prize-giving ceremony area was contaminated with an overflow of people. This resulted in the very poor-quality prize-giving ceremony which compromised CAF’s image and the safety of their staff and officials. Additionally, the **Zamalek SC** players and officials made use of special celebratory t-shirts which were not approved by the General Coordinator. The wrappers of which also littered the prize-giving area.*
- *Following the prize-giving ceremony and conclusion of the celebrations by the **Zamalek SC** on the pitch, they proceeded to the dressing room. This resulted in the influx of **Zamalek SC** supporters attempting to gain access to the competitions area via the tunnel. The supporters and family members attempted to forcefully damage and breakdown the garage door at the entrance of the tunnel, some of whom made it through the tunnel area and attempted to access the **Zamalek SC** dressing room.*

The events that transpired after the final whistle put the image of CAF into disrepute and significantly impacted the safety and security of the event.”

20. On 2 September 2024, the CAF Disciplinary Board issued a decision (previously defined as the “First Instance Decision”). In the First Instance Decision, the CAF Disciplinary Board imposed a sanction on the Appellant, which contained the obligation to play behind closed doors during the next four (4) interclub matches of CAF as host club, for failure to provide the necessary security measures for the Match, while suspending two matches of the sanction provided that the Appellant is not guilty of a

similar incident for a period of 12 months. In addition, a fine in the amount of USD 200,000 was imposed on the Appellant.

IV. PROCEEDINGS BEFORE THE CAF APPEAL BOARD

21. On an unspecified date, Zamalek lodged an appeal before the CAF Appeal Board within the prescribed period, challenging the First Instance Decision and requesting a review of the sanctions imposed by the CAF Disciplinary Board.
22. On 18 November 2024, the CAF Appeal Board convened a hearing where representatives of Zamalek were present to present their oral arguments. In addition, Zamalek submitted written statements and evidence, requesting that the CAF Appeal Board considered mitigating factors and reduced the severity of the imposed sanctions.
23. On the same date, the CAF Appeal Board issued a decision (previously defined as the “Appealed Decision”).
24. On 2 June 2025, the grounds for the Appealed Decision were notified to Zamalek. The Appealed Decision provides as follows:

“[...]”

1. The appeal filed by Zamalek Sporting Club against the CAF Disciplinary Board decision dated 2 September 2024 is dismissed.

2. The CAF Disciplinary Board decision of 2 September 2024 is upheld.

3. All other and further motions or players for relief are dismissed.”

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 12 June 2025, Zamalek filed a Statement of Appeal with the CAS Court Office pursuant to Article R47 and R48 of the 2023 edition of the Code of Sports-related Arbitration (the “CAS Code”), naming CAF as the Respondent. The Appellant requested to submit the proceedings to a panel of three arbitrators, provided that the arbitration fees are equally split between the parties and effectively paid. In case the Respondent rejects to cover its advance of costs, the Appellant requested the case being adjudicated by a sole arbitrator. In the event a panel of three arbitrators is set for to proceedings, Zamalek appointed Dr Jakub Laskowski as an arbitrator.
26. On 13 June 2025, the CAS Court Office, initiated the arbitral proceedings and among other matters, informed the Parties that the present proceedings should be subject to the provisions of Article R65 of the CAS Code (free proceedings) and invited the Respondent to nominate an arbitrator from the list of CAS arbitrators within ten days.

27. On 28 July 2025 and within the prescribed time limit, previously suspended and extended, Zamalek submitted its Appeal Brief by e-mail, and on 29 July 2025 via e-filing. In addition, Zamalek filed a request for the production of “*any sanctions imposed on Berkane pertaining to their actions after the Match, if any*”.
28. On 30 July 2025, the CAS Court Office acknowledged receipt of Zamalek’s Appeal Brief and invited CAF to submit its Answer. Subsequently, the Deputy President of the CAS Appeal Arbitration Division appointed Dr Achilleas Mavromatis as an arbitrator in lieu of the Respondent.
29. On 6 August 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Panel appointed to decide the case was constituted as follows:

 President: Mr Frans de Weger, Attorney-at-Law in Haarlem, The Netherlands

 Arbitrators: Dr Jakub Laskowski, Attorney-at-Law in Warsaw, Poland
 Dr Achilleas Mavromatis, Lawyer in Thessaloniki, Greece
30. On 17 September 2025 and within the prescribed time limit, previously suspended and extended, CAF submitted its Answer.
31. On 18 September 2025, the CAS Court Office acknowledged receipt of CAF's Answer filed on 17 September 2025 and informed the Parties that they shall not be authorized to supplement or amend their requests or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely, after the submission of the Appeal Brief and of the Answer. Furthermore, the Parties were invited to inform the CAS Court Office, by 25 September 2025, whether they preferred a hearing to be held in this matter or for the Panel to issue an award based solely on the Parties’ written submissions. Lastly, pursuant to Article R56 of the CAS Code, the Parties were invited to inform the CAS Court Office whether they requested a case management conference with the Panel in order to discuss procedural issue, the preparation of the hearing (if any) and any issues related to the taking of evidence.
32. On 25 September 2025, CAF notified the CAS Court Office of its preference for the matter to proceed to a hearing, without the need for a prior case management conference with the Panel.
33. On 27 September 2025, Zamalek informed the CAS Court Office that it preferred a hearing to be held in person, for the sake of justice and fairness.
34. On 3 October 2025, CAF informed the CAS Court Office that it preferred a remote hearing to be held.

35. On 8 October 2025, Zamalek wished to confirm its request to attend the hearing in person, at the CAS in Lausanne, to maintain its right to be heard, even if CAF would prefer attending via video conference during the hearing.
36. On 15 October 2025, the CAS Court Office informed the Parties that the Panel decided to hold a hearing via videoconference, as well as the CAS Court Office's availability to organize a technical test prior to the hearing, which was subsequently carried out.
37. Within the same correspondence, the Panel noted that Zamalek requested the Panel *"to order the Respondent to produce any sanctions imposed on Berkane pertaining to their actions after the Match, if any"*.
38. On 21 October 2025, CAF agreed with Zamalek's production request.
39. On 24 October 2025, the CAS Court Office acknowledged receipt of Zamalek's correspondence dated 19 October 2025, containing the complete witness statement of Mr Sami Sobki.
40. On 30 October 2025, CAF produced a copy of *"the decision related to the sanctions imposed on RS Berkane in relation with their actions occurring after the match."*
41. On 6 November 2025, the CAS Court Office invited Zamalek to submit its written observations strictly limited to the document related to the sanctions imposed on RS Berkane by 16 November 2025.
42. On 11 November 2025 and after having duly consulted the Parties, which were not available on some previous proposed dates, the CAS Court Office noted that the Parties were both available for a hearing on Thursday 12 February 2026.
43. On 16 November 2025, and in accordance with the Panel's instructions, Zamalek produced its observations on the document related to the sanctions imposed on RS Berkane.
44. On 30 November 2025, and in accordance with the Panel's instructions, CAF produced its reply to Zamalek's observations of 16 November 2025.
45. On 5 and 8 January 2026 respectively, Zamalek and CAF provided the CAS Court Office with a signed copy of the Order of Procedure.
46. On 12 February 2026, a hearing was held by videoconference. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the Panel.
47. In addition to the Panel and to Ms Pauline Pellaux, CAS Counsel, the following persons attended the hearing:
 - a) For the Appellant:

- 1) Mr Nasr Eldin Azzam, Legal Counsel
- 2) Mr Abdelrahman Hashish, Legal Counsel
- 3) Mr Mostafa Hani, Legal Counsel
- 4) Mr Amr Adham, Board Member, Witness

b) For the Respondent:

- 1) Mr Nadim Magdy, Legal Counsel
- 2) Mr Cedrik Aghey, Director of Legal Affairs and Compliance

48. In addition, the following witness was heard during the hearing on behalf of CAF:

- 1) Dr Christian Emeruwa, Witness

49. Upon request of the President of the Panel, the witnesses confirmed to tell the truth. The Parties and the Panel had full opportunity to examine and cross-examine the witnesses.

50. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Panel.

51. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

VI. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

52. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced. The Panel, however, confirms that it carefully heard and took into account in its decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

53. The Appellant's Appeal Brief, in essence, may be summarised as follows:

Inapplicability of the principle of strict liability

- The organization of the Match is not the sole responsibility of the Appellant, as the CAF is also the organizer of the Match, as well as the whole tournament according to Article I.1 of the CAF Confederation Cup Regulations.
- In addition, the Appealed Decision rests on the application of Article 83.2 of the CAF Disciplinary Code, which imposes strict liability on the host club for maintaining order and security in and around the stadium. However, the concept of strict liability is only applicable where some incidents could have been reacted to but remained unresisted, or other cases where some incidents could not be

reacted to but because the host did not exert its due diligence to prevent their occurrence.

- The strict liability concept rules that a club or association shall be responsible for its fans' fractions to impose a deterrent against such acts. However, although the strict liability concept can be applied where the host club/association did not, itself, commit a violation, at least it should be found to have missed carrying out anything to prevent such an incident. Otherwise, the application of strict liability will just appear as draconian, unfair, and inappropriate. In this regard, the Appellant refers to *TAS 2002/A/423*.
- Certain organizational responsibilities, especially those involving security, emergency planning, and public order, fall under the domain of state authorities or third-party service providers. In particular, the Appellant emphasized that the company acting as a service provider for the Appellant, is a long-standing service provider also to the Respondent and is recognized for its professionalism and expertise. The division of such responsibility strips the club of the capacity to prevent or manage the incidents for which it is being punished. In this regard, the Appellant refers to *CAS 2012/A/2802*, as well as *CAS 2014/A/3578*.

Disproportionality of the sanction imposed on the Appellant

- On an alternative basis, in case the Panel rejects the exemption from liability, the financial sanction as imposed on it must be significantly reduced.
- When assessing whether the imposed financial sanction is proportionate, several factors shall be assessed, such as the gravity of the violation, whether the violation brought African football into disrepute, whether the violation led to or caused any kind of harm, whether the Appellant took serious steps to prevent the occurrence of the incidents, whether the Appellant had a clean record of security-related infringements, and whether the sanction is proportional to the Respondent's sanctions imposed on third parties in similar cases.
- In relation to the gravity of the violation, the Appealed Decision refers to pitch invasions by supporters and family members, overcrowding in the VIP areas, and disruptions during the medal ceremony. However, CAF communicated that team members would be allowed on the pitch, with their family members, after dignitaries had left the pitch.
- The Appellant further denies that its supporters effectively entered the pitch and submits that any such incident, if any, was both limited and minor in nature as certain individuals were arrested while others were prevented from entering the pitch. In this respect, the Appellant emphasises that its supporters sought to celebrate with the players, without intending to cause harm.
- The Appellant further asserts that it was not even permitted to control the VIP areas, as it was prohibited from assessing any security representative to those

areas. In this regard, the Appellant refers to CAF's correspondence dated 19 May 2024.

- With regard to the medal ceremony, it was not at all disrupted.
- In relation to whether the violation brought African football into disrepute, the definition of disrepute has been defined in *CAS 2016/A/4701*, and reads as follows: "*The term 'disrepute' which is part of the requirement under Article 12.4 of the IWF Anti-Doping Policy of bringing 'the sport of weightlifting into disrepute' is unambiguous as it refers to the loss of reputation and dishonour*". The Respondent did not provide any evidence substantiating an alleged such loss. On the contrary, the incidents in question were widely perceived on a global scale as joyful, or at the very least, as natural in nature.
- In relation to whether the violation led to or caused any kind of harm, no injury or safety risks occurred, what was confirmed in the Appealed Decision, as well as not even a threat against any person's safety or integrity was caused or compromised.
- Furthermore, the Appellant undertook significant steps in order to prevent the existence of any simple incident before, during and after the Match and it exerted the best of its efforts in the matter.
- With regard to whether the Appellant had a clean record of security-related infringements prior to the Match, the Appellant notes that it was never previously found guilty of similar security-related infringements.
- The Appealed Decision already included the sanction of playing four (4) matches behind closed doors, which, in accordance with *CAS 2013/A/3094*, is to be considered a harsh sanction. As such, this should be deemed a mitigating factor to the financial sanction imposed on the Appellant.

Calculation of the appropriate fine

- The Appellant included in its Appeal Brief the proposed method for calculating a proportional penalty for infringements during the Match.
- Firstly, it concluded that a disciplinary sanction of playing four matches behind closed doors is a harsh sanction, serving as a strong mitigating factor.
- Secondly, it noticed that a financial sanction in addition of a sanction of playing four matches behind closed doors is excessive, arbitrary, too harsh and unfair. The Appellant made a reference to *CAS 2013/A/3094* indicating that a ban on spectators by itself should achieve its purpose, by in part encouraging the good fans to work against the perpetrators. In addition, it emphasized that a financial sanction, if any, shall be the result of appropriate application of all mitigating factors, with due notice of past decisions of CAF disciplinary bodies.

- Taking into account jurisprudence of CAF disciplinary bodies and CAS, the Appellant concluded that the starting point for proper calculation of a fine shall be USD 10,000.00. Then, after analysis of the mitigating factors, it indicated USD 5,000.00 as a proportionate and proper fine. In this respect, the Appellant further refers to previous disciplinary sanctions imposed by the Respondent on third party clubs, which have ranged from USD 5,000 to USD 50,000. Moreover, the Appellant emphasises that the financial sanction constitutes a significant burden, as it corresponds to approximately half of the annual expenses of the Appellant's entire youth sector.

54. On this basis, the Appellant submitted the following requests for relief:

“In light of the foregoing, the Appellant respectfully requests the Sole Arbitrator:

A) Procedural Request (Request for Document Production):

- 1) To order the Respondent to produce any sanctions imposed on Berkane pertaining to their actions after the Match, if any.*

B) On Merits:

- 2) To accept the present Appeal Brief; and*
- 3) To declare that no sanction shall be imposed on the Appellant; and*
- 4) To annul the Appealed Decision in its entirety; or*
- 5) Alternatively, if the Appellant must be financially sanctioned, to confirm that the Respondent's imposed sanction is excessively disproportionate; and*
- 6) To reduce the imposed sanction to USD 5,000 only; and*
- 7) Order that CAF bears all costs related to these arbitration proceedings, including legal fees and expenses incurred by the Appellant;*
- 8) To order the Respondent to pay a sum of CHF 15,000 to the Appellant; and*
- 9) To grant further relief and/or any other measures or as the Sole Arbitrator deems just and appropriate.”*

B. The Respondent

55. The Respondent's Answer, in essence, may be summarised as follows:

Applicability of the principle of strict liability

- The CAF Disciplinary Code and its Article 83.2 is applicable to the matter at hand, which is deemed very clear in terms of the strict liability imposed on the host association or club. As such, the host club is entirely and fully responsible for order and security before, during, and after the match.

- In addition, the Respondent refers to the fact that the interviews, as provided by the Appellant, as well as an extract of the Appeal Brief, show very clearly that the security service provider lacked impartiality.

Proportionality of the sanction imposed on the Appellant

- With regard to the proportionality of the sanction imposed on the Appellant, the Match was the most important match of the competition during the entire season, as it concerned the final match. As such, this means the highest viewership throughout the entire competition. If the incidents had occurred in an earlier stage of the competition, the sanction imposed may have been less.
- Furthermore, the Respondent notes that the sanctions as imposed on the Appellant do not correspond to the highest financial sanctions stipulated in the CAF Disciplinary Code.
- With regard to the gravity of the violation, the Respondent notes that an extra duty of care is expected when dealing with senior officials of a state or a football federation.
- In addition, fans invaded the pitch, players affiliated with the Appellant lit flares on the pitch, one of the Appellant's board member snatched the trophy from the lady holding it and the public announcer had to intervene to create space from the VIP stands to try and let the President of the Respondent, as well as the Minister of Youth and Sports of the Arab Republic of Egypt, the Respondent's General Secretary, along with other officials, have access to the pitch.
- Based on the foregoing, the financial sanction as imposed on the Appellant to be proportionate. Such a sanction is deemed necessary to combat such a serious offence.
- The calculation of the appropriate fine, as argued by the Appellant, shall be completely dismissed, on the grounds that the Appellant does not have a clean record, the Match concerned the final match of the competition, and – contrary to the Appellant's assertions – the fine cannot be considered a financial burden on the Appellant, considering the Appellant's recent signing of ten new players. In addition, the Respondent notes that the prize money awarded to the Appellant for winning the Match amounts to a total of USD 2,000,000 (two million United States dollars).

56. On this basis, the Respondent submitted the following requests for relief:

“In light of the above, CAF respectfully requests that the honourable tribunal:

- i) Dismisses all the requests of the Appellant;*
- ii) Confirms the Appealed Decision;*

- iii) Awards CAF an amount of CHF 10,000, related to the expenses of these proceedings
- iv) Order the Appellant to bear the entire arbitration costs related to these proceedings.”

VII. JURISDICTION

57. Article R47 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.

An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned.”

58. Article 48, para. 1. and para. 3, of the CAF Statutes (2024 edition) stipulates as follows:

“1. CAF authorizes appeals to the Court of Arbitration for Sport; an independent arbitration tribunal based in Lausanne (Switzerland), to resolve any disputes between CAF, national associations, members, leagues, clubs, players, officials, and licensed match agents and licensed players’ agents.

[...]

3. Only CAS shall be empowered to adjudicate on appeals against any decisions or disciplinary sanctions taken in the last instance by any legal body of CAF or FIFA, a national association, league, or club. Any appeal must be filed with CAS within ten (10) days following the notification of the decision.”

59. In addition, the Appealed Decision, under II, reads as follows:

“According to article 48 par. 3 of the CAF Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 10 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS.”

60. In light of the foregoing, the Panel observes that the aforementioned provisions clearly establish a pathway for lodging of an appeal before CAS.
61. Furthermore, the jurisdiction of CAS is not disputed by the Respondent. On the contrary, such jurisdiction has been expressly confirmed through the Parties’ signature on the Orders of Procedure.

62. It therefore follows that CAS has jurisdiction to adjudicate and decide on the Appellant's appeal against the Appealed Decision.

VIII. ADMISSIBILITY

63. Article R49 of the CAS Code provides:

"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties."

64. Article 48, para. 3, of the CAF Statutes (2024 edition) stipulates as follows:

"Only CAS shall be empowered to adjudicate on appeals against any decisions or disciplinary sanctions taken in the last instance by any legal body of CAF or FIFA, a national association, league, or club. Any appeal must be filed with CAS within ten (10) days following the notification of the decision."

65. Since the Appealed Decision was notified to the Appellant on 2 June 2025, and the Statement of Appeal was filed on 12 June 2025, the appeal was filed within the 10-day time limit, as provided for in Article 48, para. 3, of the CAF Statutes.
66. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.
67. Based on the foregoing, the appeal is deemed admissible.

IX. APPLICABLE LAW

68. Article R58 of the CAS Code provides as follows:

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

69. In addition, Article 48, para. 2, of the CAF Statutes (2024 edition) stipulates as follows:

“The Code of Sports-related Arbitration shall govern the arbitration proceedings. With regard to substance, CAS shall apply the various regulations of CAF and FIFA or, if applicable, of national associations, members, leagues and clubs, and, as a last resort, Swiss Law.”

70. The Respondent argues that, in accordance with Article 48, para. 2, of the CAF Statutes, the dispute shall be decided primarily according to the various regulations of CAF, including the CAF Disciplinary Code, as well as the various regulations of FIFA, and, subsidiarily, Swiss law. The Appellant did not submit a position regarding the applicable law.
71. Considering the above, and on the basis of Article R58 of the CAS Code, the Panel concludes that the various regulations of CAF and FIFA shall apply to the matter at hand. Where the various regulations of CAF and FIFA are insufficient to address certain matters, Swiss law shall apply where necessary.

X. MERITS

72. The present case centres around the question whether the principle of strict liability, as embodied in the CAF Disciplinary Code, must be considered unjust in light of the specific circumstances of the case and whether the Appealed Decision should be annulled for this reason and if not, whether the financial sanction must be reduced.
73. In fact, on a primary basis, the Appellant argues that it bore no fault or negligence and that any incidents cannot be attributed against it on the basis of the concept of strict liability which should not apply in the present case. The Panel will therefore first address this question. If the Panel will reject the Appellant’s primary position that the Appellant should be exempted from the strict liability rule, the Panel will examine, as this position is taken on an alternative basis by the Appellant, whether the financial sanction must be significantly reduced. Therefore, insofar as necessary and so only if the Panel will decide that the Appellant should not be exempted from the strict liability principle, the Panel will analyse whether the financial sanction on the Appellant was proportionate.
74. As such, and in view of the above, the main issues to be resolved by the Panel are:
 - 1) Should the application of the principle of strict liability, as embodied in the CAF Disciplinary Code, be considered unjust in light of the specific circumstances of the present case, and should the Appealed Decision therefore be annulled?
 - 2) If not, is the financial sanction imposed on the Appellant as decided in the Appealed Decision proportionate to the incidents that occurred, or should it be mitigated in light of the total circumstances of the present case?
75. The Panel will address these issues below.

A. Should the application of the principle of strict liability, as embodied in the CAF Disciplinary Code, be considered unjust in light of the specific circumstances of the present case, and should the Appealed Decision therefore be annulled?

76. The Panel observes that the Appellant argues that it cannot be held solely responsible for the organisation of the Match, as the Respondent is likewise an organiser under the applicable regulations. As such, it challenges the reliance on Article 83.2 of the CAF Disciplinary Code, arguing that strict liability only applies where a host club failed to exercise due diligence in preventing or reacting to incidents. In this respect, the Appellant argues that because the main security responsibilities were assigned to state authorities, it did not have effective control over the incidents in question. The Panel further observes that the Appellant submits that it has demonstrated that it acted without fault or negligence, and that the limited and peaceful incidents cannot be attributed to it under an incorrect application of strict liability. Also during the hearing, it was further clarified and noted by the Panel that the Appellant does not consider the principle of strict liability to be inapplicable as such. Rather, the Appellant submits that the manner and extent of its application is to be adjusted to the specific circumstances of the present case. In particular, so was further argued by the Appellant, it should be examined by the Panel whether or not the Appellant bore any fault, whether or not it had the ability to prevent the incidents but failed to take appropriate measures, and whether or not it exercised the required level of due diligence to avoid the occurrence of the breaches.
77. On the other hand, the Panel notes that the Respondent argues that the CAF Disciplinary Code is applicable to the matter at hand, which is deemed very clear in terms of the strict liability imposed on the host association or club. As such, the Respondent argues that the host club is entirely responsible for order and security before, during, and after the Match. In this regard, the Respondent (also) refers to Article 83.2 of the CAS Disciplinary Code.
78. Having the above positions in mind in relation to the first question whether or not the application of the principle of strict liability, as laid down in the CAF Disciplinary Code, must be considered unjust, the Panel starts its analysis by making reference to the CAF Disciplinary Code, more specifically Article 2.1. From such provision, it follows that:
- “This Code applies to all disciplinary cases and replaces the regulations of all competitions organized by CAF.”*
79. In this regard, the Panel notes that the Match concerned the second leg of the final in the CAF Confederation Cup 2023/2024. As such, the Match took place in the context of a competition organized by CAF, and therefore the CAF Disciplinary Code is applicable.
80. Subsequently, the Panel refers to Article 83 of the CAF Disciplinary Code which reads:

“1. National associations, clubs, and officials are responsible for ensuring that the game is not brought into disrepute in anyway whatsoever by the conduct of their players, officials, members, supporters, spectators (especially using dangerous objects and/or lasers) and any other persons exercising a function at a match at the request of the association or club.

2. The association or club is responsible for order and security both inside and around the stadium before, during and after the match. It is liable for incidents of any kind and can be rendered subject to disciplinary measures.”

81. Additionally, Article 84.1 of the CAF Disciplinary Code states the following:

“Unless otherwise specified, infringements are punishable regardless of whether they have been committed deliberately, negligently or unintentionally.”

82. Against the above legal framework, the Panel finds that the obligation deriving from the CAF Disciplinary Code is an obligation of result, which, following the above-mentioned Article 83 of the CAF Disciplinary Code, rests on the Appellant as being the host club of the Match. The Panel does not agree with the Appellant that it did not have a degree of operational control and authority. It is clear to the Panel that it did as host club of the Match. The Panel, however, fully understands that the CAF was also involved and that the CAF had its influence on the organisation. In fact, the Respondent’s Head of Safety and Security, Mr Emeruwa, rejected the Appellant’s request, which was made by the Appellant per email of 19 May 2024, to allow the presence of security individuals from the Appellant’s security in, among other, the VVIP. Still, in light of the above legal framework, the Appellant was the host club thereby again having in mind that the CAF was involved and had its influence on the organisation
83. More importantly, it is very clear to the Panel that the above provisions establish a strict liability regime. What is more, so the Panel finds, the relevant provisions, as set out above, allow no room for discretion in their application. Therefore, as a point of departure, thereby not leaving unmentioned that the degree of fault or negligence can and should have an impact on the measure of the sanction (see *infra* at para. 96), the Panel finds that the organising club should be held liable irrespective of any fault. The mere occurrence of any incidents is sufficient for the Appellant to be automatically liable.
84. Notwithstanding the above, the Panel notes that the principle of strict liability cannot be unlimited under all circumstances and may be subject to specific limitations. As a matter of fact, the Appellant may be exempted from liability in instances of *force majeure* or, under certain conditions, due to the conduct of third parties, which can also be derived from the CAS jurisprudence (see, *inter alia*, CAS 2018/A/6040).
85. The Appellant did however not invoke any exonerating circumstances that should be considered as *force majeure*. Instead, the Appellant argues that it had hired a security company responsible for the safety and the orderly way of events, which was directly engaged by the Appellant, as was also confirmed during the hearing. In this respect,

the Panel finds that the Appellant should be held responsible for any such companies that are assigned by it. The delegation or outsourcing of security obligations to a third party does not, in itself, relieve the Appellant from its responsibilities, especially since it was the Appellant that engaged the security company. In the present matter, the Panel does not find that the Appellant can successfully claim that any conduct of this security company can exculpate it from its own liability. The Appellant has not identified any specific circumstances justifying an exception to this principle in the present case. The Appellant has not provided convincing exculpatory proof that the security company can be considered as a third party exculpating the Appellant from its own liability. The Panel considers that, as a matter of principle, the Appellant remains responsible for the services rendered by that company in the performance of its duties.

86. What is more, by undertaking several organisational obligations in relation to the Match as it turns out clearly from the correspondence between the Parties despite the non-existence – or at least non-inclusion on the file of any written agreement between them, and having in mind that the Appellant was the hosting club, in doing so, the Appellant carried out actions that fall within the responsibilities of the organiser, including the engagement of a private security company tasked with ensuring safety and order during the Match. In fact, these organisational measures merely confirm that the Appellant assumed the role and responsibilities of organising club for the purposes of the Match.
87. Based on the official match reports and the evidence submitted to the Panel, the Panel has no doubt, and at the least is comfortably satisfied, that supporters of the Appellant or at least individuals associated with the Appellant (such as the family members of players of the Appellant or its officials), as the host club, attempted to enter the field of play and were involved in the disorder and disturbances that occurred following the Match. The evidence submitted further indicates that a situation of unrest developed in the Stadium following the Match, during which security personnel was required to intervene in order to prevent supporters from accessing the pitch. In this regard, the evidence clearly demonstrates that significant efforts had to be made to keep the Appellant's supporters away from the field of play.
88. Moreover, the Panel observes that certain players of the Appellant were seen carrying and moving around with flares in the lower area of the Stadium. It speaks for itself that such conduct creates a potentially dangerous situation for the players and officials of both the Appellant and the Respondent, as well as the spectators in the Stadium. As such, the Panel finds that this behaviour cannot be tolerated in the context of a sporting event.
89. In addition, the Panel observes that Article 83 of the CAF Disciplinary Code does not establish a system of disciplinary liability for the actions of others, including but not limited to its own players, officials and fans, that would constitute an exception of the principle of "*nulla poena sine culpa*". Rather, and rightfully so, it provides a system of personal liability in the form of strict liability, intended to prevent disorder in sporting competitions and to ensure the safety of all the persons involved.

90. Accordingly, the Appellant is not being penalised for the misconduct of any third party. The sanction is imposed due to its failure to comply with its own obligation to ensure the safety of the Match, which constitutes an obligation of result, as set out above, the breach of which is likely to be revealed by the occurrence of incidents subject to the assessment by the competent disciplinary bodies of the relevant sports associations.
91. For the sake of clarity, and although this is a separate matter in terms of the Appellant's own liability, the Panel notes that, from the documents provided by the Respondent following the Appellant's production request, RS Berkane was also subjected to a financial sanction in the amount of USD 45,000, imposed in connection with the unsporting behaviour of RS Berkane's players and officials. In other words, and so contrary to the Appellant's initial statement, a sanction was also imposed on this club.
92. In view of the foregoing, the Panel concludes that the Appellant bears what is commonly referred to as objective liability regarding the incidents that occurred. Under this standard, the Appellant is liable to the sanctions as listed in the CAF Disciplinary Code.
93. Consequently, the Panel concludes that the application of the principle of strict liability, as embodied in the CAF Disciplinary Code, cannot be considered unjust in light of the specific circumstances of the present case, as set out above. Accordingly, the Panel decided that the Appealed Decision shall not be annulled or set aside for this reason and, consequently, the Appellant's appeal in relation to its primary request is thus dismissed.
- B. If not, is the financial sanction imposed on the Appellant as decided in the Appealed Decision proportionate to the incidents that occurred, or should it be mitigated in light of the total circumstances of the present case?**
94. Having addressed the first question, the Panel will now analyse whether the financial sanction is proportionate to the incidents or that it should be mitigated considering the circumstances of the case. Indeed, as set out above, alternatively, the Appellant argued that the financial sanction was not proportionate and should be significantly reduced.
95. In the Appealed Decision, the Panel observes that the CAF Appeal Board upheld the sanction imposed on the Appellant in the First Instance Decision, which consisted of:
- (a) the obligation to play behind closed doors for the next four (4) interclub matches of CAF, and
 - (b) a fine of USD 200,000 (two hundred thousand United States dollars) for failure to maintain order and provide security during the Match.

96. As a starting point, the Panel wishes to note that the sanction of playing four (4) matches behind closed doors, as mentioned under (a) above, has not been challenged by the Appellant. In fact, the Appellant specifically requests the financial sanction to be significantly reduced. Accordingly, and to avoid misunderstanding on this part of the sanction, the Panel does not render any determination in respect thereof and this part of the sanction remains in effect, with the result that the Appellant remains sanctioned pursuant to Article 83.2 of the CAF Disciplinary Code with four (4) matches to be played behind closed doors, to be applied to its home matches of CAF competitions.
97. Specifically focusing on the financial sanction, as set out above under (b), the Panel notes that, as was also confirmed by the Respondent during the hearing, the CAF Disciplinary Committee, as well as the CAF Appeal Board did not provide any calculation or reasoning substantiating the specific amount of the sanction imposed on the Appellant in respect of each individual breach that occurred in relation to the Match. As such, the Panel is not in a position, and at the least very limited, to verify, on a per breach basis, the precise sanction imposed on the Appellant, nor to assess whether the sanction attributed to each individual breach satisfies the requirement of proportionality.
98. As a consequence thereof, the Panel deems itself required to assess the financial sanction imposed on the Appellant in its entirety, namely the amount of USD 200,000, imposed in respect of all breaches that occurred, and to assess whether or not the overall financial sanction is deemed proportionate in light of the total circumstances of the matter at hand.
99. On the one hand, the Appellant argues that the financial sanction must be significantly reduced and that, in assessing the proportionality of it, the Panel should consider:
- 1) the gravity of the violations;
 - 2) whether the violations brought African football into disrepute;
 - 3) whether the violations led to or caused any kind of harm, and if yes, to what extent;
 - 4) whether the Appellant had a clean record of security-related infringements prior to the Match;
 - 5) whether the sanction is proportional to the Respondent's sanctions imposed on third parties in similar cases or cases of some common facts.
100. The Appellant contends that the incidents were minor and largely attributable to timing issues or organisational constraints beyond its control, while no effective pitch invasion, disruption, or harm occurred. It further argues that no evidence was produced to demonstrate that African football was brought into disrepute within the meaning articulated in *CAS 2016/A/4701*. Given that the Appealed Decision already

imposed the severe sanction of four matches behind closed doors, recognised as harsh in CAS 2013/A/3094, the Appellant submits that this should operate as a mitigating factor, with an amount of USD 10,000 serving as appropriate starting point for a financial sanction.

101. On the other hand, the Panel observes that the Respondent is of the opinion that the financial sanction imposed on the Appellant is proportionate, particularly as the incidents occurred during the second leg of the final match of the competition, which attracted the highest level of public attention. In this respect, it emphasises that the imposed fine remains below the maximum provided under the CAF Disciplinary Code.
102. Regarding the breaches, the Respondent further submits that supporters invaded the pitch, a trophy bearer was struck, flares were lit by players affiliated with the Appellant, and senior officials, including the President of CAF as well as the Minister of Youth and Sports of the Arab Republic of Egypt, encountered serious difficulties accessing the pitch. Under these circumstances, the Respondent considers the sanction imposed on the Appellant necessary and rejects any mitigation, thereby also arguing that the Appellant lacks a clean record and that the final nature of the Match itself aggravates the offence.
103. Taking into account the abovementioned positions of the Parties, the Panel notes, as a preliminary observation, that disciplinary measures serve different purposes. First, a sanction should contribute to remedying the harm caused by the offender. Second, and more importantly, it should deter the offender from committing further violations. Accordingly, harsher sanctions are warranted in case of serious infringements, structural non-compliance of the offender with various obligations, and in case of recidivism (see, *inter alia*, CAS 2017/A/5299, para. 138; and also CAS 2015/A/3875, para. 125 seq.).
104. However, the severity of the sanction must always be proportionate to the seriousness of the facts. Put differently, the Panel accepts that the principle of proportionality requires that there is a reasonable balance between the nature of the misconduct and the sanction. Each situation must be evaluated on a case-by-case basis and the interests at stake have to be balanced. In fact, according to established CAS jurisprudence, “a sanction must comply with the principle of proportionality in the sense that there must be a reasonable balance between the kind of misconduct and the sanction. The principle is recognized in CAS jurisprudence and provides that the severity of a sanction must be proportionate to the offence committed. To be proportionate, the sanction must not exceed that which is reasonable required in the search of the justifiable aim” (see, *inter alia*, CAS 2018/A/6040; CAS 2017/A/5015 & 5110; CAS 2013/A/3297; and CAS 2010/A/2268). In light of this, the Panel will only reassess the financial sanction if it is evidently and grossly disproportionate to the offense (see also CAS 2015/A/3875).

105. Having in mind the applicable legal framework, the Panel refers to Article 84 of the CAF Disciplinary Code, which sets out the disciplinary measures that may be imposed:

“1. Against natural and legal persons:

- a) warning;*
- b) reprimand;*
- c) fine;*
- d) restitution of prizes.*

2. Against natural persons [...]

3. Against legal entities:

- a) prohibition on registering new players;*
- b) obligation to play behind closed doors;*
- c) obligation to play on a neutral ground;*
- d) ban on playing in a specific stadium;*
- e) cancellation of match results;*
- f) exclusion;*
- g) forfeiture;*
- h) deduction of points.*

106. In addition, Article 91 of the CAF Disciplinary Code reads as follows:

“FINE

- 1. The fine is denominated in US dollars (USD). It must be paid in the corresponding currency.*
- 2. Any fine imposed for any sanction may not be less than one thousand USD (\$1,000). For competitions subject to age limits, this minimum shall be reduced to five hundred USD (\$500). This maximum fine is set at three hundred thousand USD (\$300,000).”*

107. Against the above framework and having taken into account the positions of the Parties, the Panel will examine the specific circumstances and factors that were raised by the Parties in order to assess the proportionality of the financial sanction on the Appellant.
108. On a first note, the Panel observes that the decisions relied upon by the Appellant concern fines ranging from USD 20,000 to USD 80,000. However, the Panel notes that these decisions did not pertain to a final match, nor did they involve circumstances in which officials, including the President of CAF and the Minister of Youth and Sports of the Arab Republic of Egypt, were prevented from accessing the pitch for the medal ceremony. The factual background of those precedents is therefore far different from the present case, which concerns a more serious infringement. The Panel recalls that the Match concerned the second leg of the final in the CAF Confederation Cup 2023/2024.
109. The Respondent, for its part, relied on a decision in which a financial sanction of USD 300,000 was imposed. The Panel observes, however, that the circumstances of

that specific case also materially differ from the present matter. In particular, in the referenced case, the ignition of fires starting from flares within the stadium during the relevant match, thereby giving rise to additional disorder, safety risks, and material damage. It was even admitted by the appellant in that case that there was a violent clash between supporters involving smoke bombs, firecrackers, stones, bottles, pieces of iron, seats, etc. That match, so the Panel further understands, was also stopped due to violence, which was considered by the panel in that specific case, and rightly so, as a very serious matter. From this perspective, the Panel finds that these aggravating elements distinguish that case from the present matter, and therefore can also not be relied upon as a benchmark for the appropriate sanction in the present matter.

110. Again, as host club the Appellant was responsible, but the Panel brings in mind that CAF also had its influence on the organisation of the Match. The Panel recalls that the Respondent's Head of Safety and Security, Mr Emeruwa, rejected the Appellant's request, who sent an email on 19 May 2024, requesting the presence of security individuals from the Appellant's security in, among other, the VVIP. The Panel cannot ignore this Appellant's request and the fact that the Respondent decided to refuse it.
111. Still, the Panel can also not be blind for the fact that several incidents did occur following the conclusion of the Match which disrupted the post-Match proceedings, as was also indicated before. At the same time, the Panel takes into account, as a relevant factor, that the Appellant has additionally been sanctioned with the obligation to play four (4) matches behind closed doors. The Panel nevertheless finds it fair that some financial sanction is appropriate for the incidents next to the sanction of playing four (4) matches behind closed doors. In particular, individuals gained unauthorised access to lower area of the Stadium, certain players were seen walking around the pitch carrying flares, and the VVIP area became overcrowded, again having in mind the importance of the Match. In addition, so the Panel finds, it is undisputed that disruptions occurred in relation to the medal ceremony. This all taken together, these incidents clearly demonstrate that the situation in the Stadium following the Match was not adequately controlled and that the level of organisation and security expected for such a big event was not fully maintained.
112. As such, the Panel notes that the violations were indeed sufficiently severe in nature. The fact that no actual and severe harm to persons or damage to the Stadium ultimately occurred does not preclude a finding that the violations were sufficiently severe, as the conduct nonetheless created a potential risk of harm and was still inherently dangerous.
113. That said, the Panel finds that the incidents clearly exceeded what can be considered acceptable within a safe sporting environment. As such, the Panel can also imagine that these incidents have brought African football in disrepute, all the more so and thereby recalling again that the incidents took place during a very important final match, broadcasted live on air across various countries worldwide, and so a match with a particularly high viewership as compared to other matches. By the same line

of reasoning, the Panel can also not be blind for the Match Commissioner's statements that the security arrangements were inadequate and unprofessional, even emphasising in his report that the issue of crowd control and security was a nightmare. Based on the further evidence on file, that seems a bit too harsh, but incidents took place, as set out before.

114. In particular, the Panel notes that apart from the (attempted) pitch invasion and the players lighting flares, the chaos in the VVIP stands, the obstruction of federation officials attempting to access the field for the medal ceremony, and the disturbances of the medal ceremony caused by crowd interference have taken place, are also not acceptable, even though the decision of the Respondent's Head of Safety and Security, Mr Emeruwa, which was communicated *via* email on 19 May 2024, had its influence. The Panel still finds, and concurs with the Respondent on this point, that these incidents should have not any place in a properly organized and secure sporting environment.
115. Additionally, the Panel observes that the Appellant has previously been subject to disciplinary sanctions for irregularities occurring during a match, although this was, so the Panel notes, in 2011 and so not in the recent past. Indeed, from a strictly point of view the Appellant cannot be regarded as a first-time offender. However, as this sanctions was imposed almost 15 years ago, the Panel finds it fair not to attach too much value to this sanction, which makes that the Appellant *de facto* has a clean record regarding security-related infringements, at least in view of the last 15 years, which will be considered as an element in assessing the proportionality. The Panel considers this circumstance as a mitigating factor when determining the sanction (CAS 2017/A/5299).
116. Taking into account the above, the Panel finds that there is room for mitigation. In light of all relevant circumstances, the Panel considers a reduction of 50% to be appropriate and reasonable in the present matter, resulting in a financial sanction in the amount of USD 100,000. In this regard, the Panel emphasizes again that the present matter concerns a final match, during which CAF officials were clearly hindered to enter the field of play for the medal ceremony and were undisputedly obstructed from doing so.
117. In the absence of a specific breakdown or substantiated calculation of the financial sanction per individual breach by the CAF Appeal Board, the Panel considers, in addition to the sanction imposed on the Appellant to play four (4) matches behind closed doors, that a total financial sanction of USD 100,000 adequately reflects the seriousness of the confirmed breaches, while remaining proportionate in the circumstances of the case. In reaching this conclusion, the Panel also takes into account the absence of any reported physical harm and the absence of any reported permanent damage to the Stadium as well as the fact that the Respondent was also involved in the organization of safety and security. These elements further support the Panel's assessment that a reduction of the original financial sanction imposed on the Appellant is justified under the circumstances of the present matter.

C. Conclusion

118. Based on the foregoing, the Panel holds that the appeal shall be partially granted and that the Appealed Decision is to be modified regarding the imposed financial sanction. As such, the financial sanction imposed on the Club is reduced to the amount of USD 100,000.

XI. COSTS

(...)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Zamalek SC on 12 June 2025 against the decision issued on 2 June 2025 by the CAF Appeal Board is partially upheld.
2. The CAF Appeal Board's decision dated 2 June 2025 is set aside and replaced by the present arbitral award as follows:
 - Zamalek SC is sanctioned pursuant to Article 83.2 of the CAF Disciplinary Code with four (4) matches behind closed doors, of which two (2) matches suspended for a probationary period of 12 months, to be applied to its home matches of CAF competitions;
 - Zamalek SC is sanctioned pursuant to Article 83.2 of the CAF Disciplinary Code with a financial sanction in the amount of USD 100,000 (one hundred thousand United States dollars);
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 June 2026

THE COURT OF ARBITRATION FOR SPORT

Frans M. de Weger

President of the Panel

Jakub Laskowski
Arbitrator

Achilleas Mavromatis
Arbitrator