

CAS 2025/A/11845 Swieqi United Football Club v. Malta Football Association & Melita Football Club

ARBITRAL AWARD

delivered by

COURT OF ARBITRATION FOR SPORT

seating in the following composition:

Sole Arbitrator: Mr. Sofoklis P. **Pilavios**, Attorney-at-law, Athens, Greece

in the arbitration between

Swieqi United Football Club, Valletta, Malta

Represented by Dr. Robert Dingli, Dingli & Dingli Law Firm, Attorney-at-law, Valletta, Malta

- Appellant -

and

1/ Malta Football Association, Ta' Qali, Malta

Represented by Dr. Herman Mula, Legal Services Manager / Prosecutor, Malta Football Association, Ta' Qali, Malta

- First Respondent -

2/ Melita Football Club, Pembroke, Malta

Represented by Dr. Peter Fenech, Iuris Law Firm, Attorney – at – Law, Valletta, Malta

- Second Respondent -

I. PARTIES

1. Swieqi United Football Club (“SUFC” or the “Appellant”) is a professional football club with its registered office in Valletta, Malta. It is affiliated with the Malta Football Association (“MFA”).
2. MFA (or the “First Respondent”) is the national governing body of football in Malta and has its registered office in Ta’ Qali, Malta. The MFA is affiliated to the *Union des Associations Européennes de Football* (“UEFA”) and the *Fédération Internationale de Football Association* (“FIFA”).
3. Melita Football Club (“Melita FC” or the “Second Respondent”) is a professional football club with its registered office in Pembroke, Malta. It is also affiliated with the MFA.
4. SUFC, MFA and Melita FC shall be collectively referred to as the “Parties”. Likewise, MFA and Melita FC shall be collectively referred to as the “Respondents”.

II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. Background facts

6. On 13 September 2025, an official match was held between SUFC and Melita FC for the Challenge League, which is the second national football division of Malta (the “Match”).
7. According to Article 9 (i) and (ii) of the MFA Competition Rules (the “Competition Rules”) the following are established:

“(i) Only "bona fide" players are permitted to play in competitive matches.

(ii) A "bona fide" player is any amateur or professional player who:

(a) is registered to play in accordance with the rules and regulations of the Association and with those of FIFA; and

(b) is not under a suspension which renders him ineligible to play; and

(c) is otherwise, in accordance with the rules, regulations, bye-laws and decisions of the Association and those of FIFA, eligible to play in a competitive match in which he takes part”.

8. In addition, Article 9A (ii) of the MFA Competition Rules (the “Competition Rules”) provides as follows:

“(a) Challenge League Clubs may not have registered with them at any one moment during the season more than four (4) players who have not formed part of the Youth Sector of the Association and who have attained eighteen (18) years of age before the 1st of January prior to the commencement of the season. For the purposes of this sub-article, such players who are transferred on loan count with the number of such players of both the club of origin as well as the club taking the player on loan.

(b) Where one of such players is eligible to play in the Youth League, a Challenge League Club may have registered with it up to five (5) such players.

(c) Without prejudice to sub-article (b), where a Club loans out one or more player(s) who has/have not formed part of the Youth Sector of the Association and who has/have attained eighteen (18) years of age before the 1st of January prior to the commencement of the season, such Club may register up to one additional such player, irrespective of the number of such players loaned out”.

9. Further, Article 9 of the Competition Rules, *inter alia*, sets out that “[f]or the purpose of these regulations, the expression ‘eligible to play in the Youth League during the same season’ means that a player is eligible to play in the Youth League as established in the Rules Governing Competitions”. The aforementioned provision also includes a footnote whereby it is established that a player is considered eligible to play in the Youth League if he is “[u]nder nineteen (19) years of age before the first day of January prior to the commencement of the season”.
10. Moreover, Article 9 (iii) (c) of the Competition Rules states that “[i]f a player takes part in a competitive match in breach of any of these provisions, such a player shall be deemed to be ‘non bona fide’ for the purpose of such a match”. In clarifying the foregoing, Article 9A (iv) of the Competition Rules stipulates that “[a]ny player who has not formed part of the Youth Sector of the Association and who has attained eighteen (18) years of age before the 1st of January prior to the commencement of the season who is registered in excess of the limits established in this Article shall be deemed to be a ‘non bona-fide’ player”.
11. Finally, pursuant to Article 9 (vi) of the Competition Rules it is established that “[i]n the case of protest made by a Club, the Club against which the protest has been made and which is proved to have made use of a “non bona fide” player shall be declared to have lost the match and the protesting Club to have won the match. Furthermore, both the Club and the player(s) concerned shall be dealt with by the Control and Disciplinary Board of the Association in

accordance with the rules and regulations of the Association unless disciplinary measures had already been decided upon by the Protests Board of the Association.”

12. According to Article 64 (1) of the MFA Statute, the Protests Board of the MFA is competent to decide upon protests filed by a club in relation to an official match organized by the MFA.
13. It remains uncontested that SUFC had registered the following, non-Maltese, players which fall within the scope of Article 9A (ii) (a) of the MFA Competition Rules:
 - Mawuena Salam Kojo – DoB 2005;
 - Ananias Pinto Saulo — DoB 1996;
 - Asante Emmanuel — DoB 2003;
 - Dennis Bergamini — DoB 2005;
 - Souza Barros Ferreira Felipe – DoB 1998 (the “Ineligible Player”).
14. It also remains undisputed that the Ineligible Player was the last player registered with the SUFC and that he did, in fact, participated in the Match.

B. Proceedings before the MFA Protests Board

15. On 14 September 2025, Melita FC lodged a protest before the MFA Protests Board against SUFC, alleging that the registration of the Ineligible Player had been carried out in breach of Article 9A (a) of the Competition Rules. According to Melita FC, such irregular registration rendered the Ineligible Player a “*non bona fide*” player within the meaning of Article 9 (i) and (ii) of the Competition Rules. Consequently, by fielding the Ineligible Player during the Match, SUFC allegedly violated Article 9 (iii) (c) of the Competition Rules. On that basis, Melita FC requested that the MFA Protests Board declare the Match forfeited by SUFC and award three (3) points to Melita FC.
16. In its defence, SUFC admitted that it had registered five non-Maltese players and that the Ineligible Player participated in the Match. However, SUFC asserted that the players Mawuena Salam Kojo and Bergamini Dennis were eligible to play in the Youth League and thus, SUFC was entitled to register five non-Maltese players in total, further to the modalities of Article 9A (ii) (b) of the Competition Rules.
17. On 26 September 2025, the MFA Protests Board rendered its decision, including the grounds thereof, with the following operative part (the “Appealed Decision”):
 1. *“That the protest lodged by Melita FC is upheld. Consequently, the Malta FA Protests Board orders that the result of the game reads as a 3-0 win for Melita FC.*
 2. *That the [Ineligible Player] shall not be dealt with by the Control and Disciplinary Board of the Association, considering the particular circumstances at hand and given that from the proceedings, it did not transpire that the [Ineligible Player] was aware of this administrative incident.*

3. *That this decision is immediately relayed to the MFA Executive Committee in order for Article 9(iii) of the Competition Rules (Section V) to be reworded and/or amended with a view of avoiding any further issues or misunderstandings by any Member Club”.*

18. In its reasoning, the Appealed Decision determines, *inter alia*, the following:

“16. The Board examined Article 9(iii) of the Competition Rules (Section V), which states: “For the purpose of these regulations, the expression ‘eligible to play in the Youth League during the same season’ means that a player is eligible to play in the Youth League as established in the Rules Governing Competitions.”

The Board also noted the accompanying footnote, which defines eligibility as:

“1. Under nineteen (19) years of age before the first day of January prior to the commencement of the season.”

17. The Board also considered the Rules Governing Competition (Section VII), which also allows for a limited number of players who are at least nineteen (19) years old but under the age of twenty (20) before the first day of January prior to commencement of the season to participate in Youth Football Competitions.

18. However, the Board considers that the footnote to Article 9(iii) on the Competition Rules was intended to ensure that for the purposes of those regulations, “eligible to play in the Youth League during the same season” shall be construed as meaning players “Under nineteen (19) years of age before the first day of January prior to the commencement of the season”.

19. The Board thus notes that while this Clause could be worded clearer, there is a distinction between who can participate in the Youth Football Competitions and who is deemed ‘eligible to play in the Youth Football Competitions during the same season’ for the purposes of the said Competition Rules. The latter being more restrictive”.

[..]

“21. Accordingly, the Board reviewed the registration history of the players in question to determine which of the five (5) said player was registered in excess of the permitted limit.

22. The Board established that the last player among the five (5) players registered with [SUFC] is [the Ineligible Player] (COMET ID: 159414), who was duly registered with the club on 1st September 2025.

23. The Board verified that [the Ineligible Player] (COMET ID: 159414) did participate in the Match in question and is therefore deemed to be a “non bona fide” player for the purposes of the Match”.

[..]

“25. Consequently, the Board upheld [Melita FC’s] protest and rejected the arguments presented by [SUFC]”.

III. SUMMARY OF THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 15 October 2025, the Appellant filed a Statement of Appeal with CAS against the Appealed Decision in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”). In its submission, the Appellant requested that the matter at hand be referred to a Sole Arbitrator and that the language of the proceedings be English.
20. On 22 October 2025, the First Respondent agreed to the referral of this matter to a Sole Arbitrator and the conduct of the relevant arbitral proceedings in English.
21. On 24 October 2025, the First Respondent filed an additional, unsolicited, document titled “*Statement of Defense*”. By means of this submission, the First Respondent addressed several substantive issues of the case at stake, including a plea for lack of jurisdiction of CAS over the dispute. Further, the First Respondent declared that it did not intend to pay its share of the advance of costs.
22. Also on 24 October 2025, the Second Respondent informed the CAS Court Office of its agreement that the matter at hand be referred to a Sole Arbitrator and that the proceedings be conducted in English. Additionally, the Second Respondent stated that it did not intend to pay its share of the advance of costs.
23. On 25 October 2025, the Appellant filed its Appeal Brief further to Article R51 of the CAS Code.
24. On 29 October 2025, the Second Respondent filed a document titled “*Statement of Defence*” whereby it, *inter alia*, challenged the jurisdiction of CAS over the case at stake.
25. On 18 November 2025, the CAS Court Office informed the Respondents that the deadline to file their respective Answers, further to Article R55 of the CAS Code, had elapsed as of 17 November 2025. In view of the foregoing, the CAS Court Office invited the Respondents to confirm whether their respective “*Statements of Defence*” were to be considered as their Answers in the context of these proceedings. The Respondents confirmed that the submissions in question shall be considered as their Answers.
26. On 21 November 2025, the CAS Court Office confirmed that the Appellant had paid the entirety of the advance of costs in connection with this Appeal.

27. Also on 21 November 2025 and in light of the Respondents' objection to the jurisdiction of CAS over the case at stake, the CAS Court Office invited the Appellant to submit its comments in this respect by 1 December 2025.
28. On 1 December 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, the President of the CAS Appeals Arbitration Division had decided that the arbitral tribunal appointed to decide on the matter at hand was constituted as follows:
 - Sole Arbitrator: Mr. Sofoklis P. Pilavios, Attorney-At-Law, Athens, Greece
29. On 8 December 2025, the Appellant filed its Reply over the Respondents' objection to the jurisdiction of CAS and in turn, to the admissibility of this Appeal.
30. On 3 February 2026, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to issue a preliminary ruling over the jurisdiction of CAS on the case at stake. Accordingly, by means of this submission the Parties were invited to confirm whether they deemed a hearing limited only to the issue of jurisdiction of CAS was necessary.
31. On 4 February 2026, the Parties confirmed that a hearing limited to the issue of CAS jurisdiction was not necessary and that a decision may be issued on the basis of their written submissions.
32. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all of 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.

IV. SUMMARY OF THE PARTIES' SUBMISSIONS

A. Swieqi United Football Club

33. The submissions of the Appellant on jurisdiction may be summarized as follows:
 - The jurisdiction of CAS in relation with the present matter stems from Article 6 (3) of the MFA Statute, pursuant to which: “[t]he [MFA] recognises the Court of Arbitration in Lausanne, Switzerland (CAS), as the supreme jurisdictional authority to which the [MFA], its Members and members thereof, may have recourse to in football matters according to the regulations of the [MFA], UEFA and/or FIFA”.
 - The recognition of the jurisdiction of CAS is also a mandatory requirement for national federations under Article 59 (1) of the FIFA Statute and Article 11 (4) (c) of the UEFA Statutes of which the MFA is a member.

- The prohibition contained in Article 64 (13) of the MFA Statute, pursuant to which no further recourse may be taken against a decision issued by the MFA Protests Board, is inconsistent with Article 6 (3) of said Statutes and violates the legal principle “*audi alteram partem*”. The right to appeal against a decision passed by a judicial body of a national association should always be granted to the parties concerned, even more so when procedural errors occurred during the first instance proceedings.

B. Malta Football Association

34. The submissions of the First Respondent on jurisdiction may be summarised as follows:

- Article 64 (13) of the MFA Statute unequivocally establishes that “[n]o appeal shall lie from any decision of the Board. All the decisions of the Board are final and binding on all parties concerned”. The prohibition of any further recourse against a decision rendered by the MFA Protests Board is deliberate as it aims to ensure that “*football results are not subjected to protracted legal proceedings that could destabilise ongoing competitions*”.
- Whereas Article 6 (3) of the MFA Statute designates the CAS as the “*supreme jurisdictional authority*”, its competence upon disputes arising from the application of the various MFA regulations remains determined and limited by the regulatory framework of the MFA. In the case at hand, there is an explicit provision set forth in the MFA Statute i.e., Article 64 (13), which clearly prohibits any further legal remedies against decisions passed by the MFA Protest Board. What is more, the Appellant voted in favor of the enactment of Article 64 (13) of the MFA Statute when said provision was submitted to and adopted by the General Assembly of the MFA.
- In view of the legal maxim “*ubi lex voluit, dixit; ubi noluit, tacuit*”, Article 64 (13) of the MFA Statute establishes the finality of the decisions rendered by the MFA Protests Board while remaining silent as to any right of appeal. Such silence cannot be regarded as inadvertent. On the contrary, it must be interpreted as a deliberate regulatory choice to exclude any further legal remedy against such decisions. Accordingly, Article 64(13) should be construed as unequivocally precluding the availability of appellate review.

C. Melita Football Club

35. The submissions of the Second Respondent on the issue of the jurisdiction of CAS may be summarised as follows:

- Article 64 (13) of the MFA Statute unequivocally determines the finality of the decisions passed by the MFA Protests Board, excluding any reference to the right to appeal. Naturally, said omission confirms the clear intent of the MFA to not allow any further legal remedies against decisions such as the Appealed Decision.

- The spirit of the provision in question is clear in establishing the football results should not be subject to lengthy legal proceedings as the integrity of the competitions may be undermined.

V. JURISDICTION

36. Article R47 of the CAS Code provides the following:

“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”.

37. The Sole Arbitrator notes that one of the main contentions between the Parties revolves around the issue of the jurisdiction of the CAS to decide upon the case at stake. Whereas the Appellant relies on Article 6 (3) of the MFA Statutes to support its view that the CAS is competent to decide upon Appeals against decisions rendered by the MFA Protests Board, the Respondents claim that Article 64 (13) of the MFA Statute explicitly prohibits any further recourse against the Appealed Decision, including an Appeal before the CAS.
38. The Sole Arbitrator will address this issue in detail below.

VI. ADMISSIBILITY

39. The Sole Arbitrator notes that the MFA Statute, at least to the extent the forms part of the case file, does not establish any deadline within which an appeal against a decision passed by the various bodies of the MFA should be filed. Against that background, the Sole Arbitrator recalls that pursuant to Article R49 of the CAS Code *“in the absence of a time limit set in the statutes or regulations of the federation...the time limit for an appeal shall be twenty – one days from the receipt of the decision appealed against”.*
40. In this regard, the Sole Arbitrator notes that the present Appeal was filed within the applicable deadline of 21 days set by Article R49 of the CAS Code. Further, the present Appeal complied with all other requirements set in Article R48 of the CAS Code, including the payment of the CAS Court Office fee.
41. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

42. The Sole Arbitrator notes that the Parties remained silent in regard with the issue of applicable law on the case at hand. In this regard, it is recalled that Article R58 of the CAS Code provides the following:

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

43. In view of the above, the Sole Arbitrator concludes that the various MFA Regulations, particularly the Competition Rules, as well as the MFA Statute apply on the matter at hand, as such regulations have been submitted by the Parties during these arbitral proceedings.

VIII. MAIN ISSUE

44. The Sole Arbitrator recalls that, as set out above, the main issue to be resolved at this stage of the arbitral proceedings is whether CAS is competent to decide upon an appeal filed against a decision rendered by the MFA Protests Board. On the one hand, the Appellant states that pursuant to Article 6 (3) of the MFA Statute, CAS is conferred with power to decide upon appeals against decisions rendered by the various deciding bodies of the MFA, including the MFA Protests Board. On the other hand, the Respondents assert that pursuant to Article 64 (13) of said Statute, any further legal remedy against a decision passed by the deciding body that passed the Appealed Decision is explicitly prohibited.

45. In this regard, Article 6 (3) of the MFA Statute establishes the following:

“The [MFA] recognises the Court of Arbitration in Lausanne, Switzerland (CAS), as the supreme jurisdictional authority to which the [MFA], its Members and members thereof, may have recourse to in football matters according to the regulations of the [MFA], UEFA and/or FIFA”

46. Further, Article 64 (13) of the MFA Statute, which relates to the procedure before the MFA Protests Board provides as follows:

“No appeal shall lie from any decision of the Board. All the decisions of the Board are final and binding on all parties concerned”.

47. In his attempt to interpret the provisions in question and determine their correlation, the Sole Arbitration recalls that under the established jurisprudence of the CAS, the interpretation of the rules and regulations of a sports federation is subject to the methods of interpretation

applicable to statutory provisions rather than contracts. The starting point is always the wording of the provisions under examination (literal interpretation). The adjudicating body will have to consider the meaning of the rule, looking at the language used and the appropriate grammar and syntax. In its search, the adjudicating body will also have to identify the intentions (objectively construed) of the association that drafted the provision in question.

48. Against that background, the Sole Arbitrator initially remarks that whereas Article 6 (3) of the MFA Statute recognizes the CAS as the “*supreme jurisdictional authority*” in regard with “*football matters*”, it is not absolute. Rather, it is circumscribed by the applicable regulatory framework, including not only the regulations of FIFA and UEFA, but also the statutes and regulations of the MFA itself.
49. Further, the Sole Arbitrator notes that, at least on the basis of the submissions made by the Parties, the statutes of the MFA do not provide a definition of the term “*football matters*,” nor did the Parties advance any argument or adduce any evidence clarifying its scope. This omission is of particular relevance to the Sole Arbitrator. Indeed, if the term “*football matters*,” as used in the applicable MFA regulations, were to be interpreted as encompassing all those disputes falling within the jurisdiction of the MFA Protests Board, an inherent contradiction would arise between Articles 6 (3) and 64 (13) of the MFA Statute, since the latter provision - establishing the finality of decisions of the MFA Protests Board - would effectively deprive Article 6 (3) of any practical effect. Nevertheless, the Parties - and in particular the Appellant - did not advance such an interpretation. Accordingly, the Sole Arbitrator concludes that the term “*football matters*,” within the meaning of the MFA regulatory framework, must be construed more broadly than the category of disputes falling under the competence of the MFA Protests Board.
50. In view of the above, the Sole Arbitrator finds that Articles 6 (3) and 64 (13) establish a coherent and clear regulatory framework within the statutes of the MFA; whereas the general provision set out in Article 6 (3) confers jurisdiction upon the CAS in respect of disputes relating to “*football matters*,” the specific provision contained in Article 64 (13) expressly excludes from such scope those cases falling within the first-instance jurisdiction of the MFA Protests Board by declaring its decisions final. The Sole Arbitrator is satisfied as to this interpretation not only by application of the legal maxim *lex specialis derogat legi generali*, but also in light of the fact that both provisions form part of the same regulatory instrument - namely, the MFA Statute - and thus share the same normative rank within the internal legal order of the MFA. Consequently, the specific rule must prevail over the general one in order to ensure consistency and practical effect within the regulatory framework.
51. Finally, the Sole Arbitrator does not concur with the argument brought forward by the Appellant, according to which the prohibition of its right to appeal against decisions rendered by the MFA Protests Board violates the legal principle “*audi alteram partem*”. Firstly, even assuming *arguendo* that such an allegation was valid on its merits, this circumstance alone

would not suffice to confer jurisdiction upon the CAS to adjudicate the present Appeal. Jurisdiction must derive from the applicable statutory or regulatory framework and cannot be established solely on the basis of an alleged procedural deficiency. Moreover, pursuant to the well-established jurisprudence of CAS, the principle *audi alteram partem*, together with the principle *nemo iudex in causa sua*, constitutes the twin pillars of natural justice, which must be respected in any adjudicatory proceedings (see, e.g., CAS 2010/A/2162). In essence, these principles require that a party be duly informed of the case against it and be afforded a genuine opportunity to present its position, and that its case be determined by a body that is, and is perceived to be, impartial and independent. In the present case, however, the Appellant does not allege any concrete breach of these principles. It merely asserts, in abstract terms, that the right to lodge an appeal against a first-instance decision forms part of the core of a party's procedural rights. The Sole Arbitrator does not share this view. There are numerous instances in the broader legal order - including in the field of sports arbitration - where a deciding body is vested with jurisdiction to rule on a dispute at first and final instance, without any possibility for the unsuccessful party to challenge the decision before a higher tribunal. The absence of a second level of review does not, in itself, amount to a violation of the principles of natural justice.

52. In view of the above, the Sole Arbitrator concludes that the CAS lacks jurisdiction to entertain this Appeal.

IX. CONCLUSIONS

53. Based on the foregoing, the Sole Arbitrator finds that the CAS lacks jurisdiction to decide upon this Appeal.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The CAS has no jurisdiction to hear the appeal filed by Swieqi United Football Club on 15 October 2025 against the decision passed by the MFA Protests Board on 26 September 2025.
2. (...).
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 14 April 2026

THE COURT OF ARBITRATION FOR SPORT

Sofoklis Pilavios
Sole Arbitrator