



TAS / CAS

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

CAS 2025/A/11769 Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş. v. UEFA

ARBITRAL AWARD

delivered by

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Hervé Le Lay, Attorney-at-Law in Paris, France

Arbitrators: Mr Ulrich Haas, Professor in Zurich, Switzerland and Attorney-at-Law in
Hamburg, Germany

Mr Patrick Grandjean, Attorney-at-Law in Belmont, Switzerland

in the arbitration between

Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş., Istanbul (Turkey)

Legally represented by Mr Anil Dincer, NAZALI Legal, Great Portland Street, 106, 2nd floor,
W1W 6PF London, United Kingdom

- Appellant -

and

Union of European Football Associations (UEFA), Nyon (Switzerland)

Legally represented by Mr Antonio Rigozzi and Mr Patrick Pithon, Lévy Kaufmann-Kohler,
3-5 Rue du Conseil-Général, PO Box 552, 1211 Geneva 4, Switzerland

- Respondent -

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I. THE PARTIES

1. Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş. (the “Appellant” or the “Club”) is a professional football club affiliated to the Turkish Football Federation that, in turn, is affiliated to the Union of European Football Associations. The Appellant participated in the 2024/2025 UEFA Europa League.
2. The Union of European Football Associations (the “Respondent” or “UEFA”) is the continental football federation governing the sport of football in Europe. It is the organizer of the UEFA Champions League, the UEFA Europa League, the UEFA Super Cup and the UEFA Conference League. The Appellant and the Respondent are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts, selected by the Arbitral Panel after thorough review and consideration of the Parties’ written and oral submissions and adduced evidence in their entirety. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts and allegations may be set out, where relevant, in connection with the discussion of law and merits that follows.

A. Background Facts

4. Pursuant to Articles 94 and 104.02 of the UEFA Club Licensing and Financial Sustainability Regulations – Edition 2024 (the “CLFS”), the squad cost ratio for the 2024 calendar year was capped at a maximum of 80% for all clubs participating in UEFA competitions (the “squad cost rule”). In the 2024/2025 season, the Appellant qualified for the UEFA Europa League.
5. Pursuant to its final squad cost information of 13 March 2025, the Appellant’s squad cost ratio for 2024 amounted to 84,9%, corresponding to a squad cost excess of approximately EUR 5,2 million.
6. Accordingly, the UEFA Club Financial Control Body (the “CFCB”) sanctioned the Club for its breach of the squad cost rule.

B. The Proceedings before UEFA

(1) The Proceedings before the CFCB First Chamber

7. On 20 March 2025, UEFA informed the Club of the opening of proceedings before the CFCB First Chamber and the appointment of a reporting member (the “CFCB Reporting member”) to investigate the case.
8. On 31 March 2025, the CFCB Reporting member noted that “the final squad cost information prepared and submitted by [the] Club by 13 March 2025 as part of this 2024/25 monitoring process highlight[ed] a squad cost ratio above 80% for the 12-month period up to 31 December 2024” and invited the Club to submit its comments by 7 April 2025.
9. On 7 April 2025, the Club (i) confirmed that its squad cost ratio amounted to 84,9% and (ii) provided several reasons for the excess. The Club notably elaborated on the severe depreciation of the Turkish Lira, and on important management changes between October 2023 and December 2024.
10. On 22 April 2025, the CFCB Reporting member submitted its conclusions considering that the Club had not complied with the squad cost rule. Relying on Annex L of the CLFS, the CFCB Reporting member recommended that the CFCB First Chamber impose a financial disciplinary measure of EUR 900 000 on the Club.
11. On 5 May 2025, the Club provided observations to the CFCB Reporting member’s conclusions. The Club notably submitted that (i) it will complete a capital increase by 6 May 2025 to achieve positive equity; (ii) from 2025 onwards it will shift its recruitment strategy, focusing recruitment on younger, less expensive players with resale potential; and (iii) that it expects revenue growth through non-football operations such as additional stadium events starting from June 2025 and the launch of a mobile application in November 2024. Together with its observations the Club submitted a projection of its squad cost ratio for the next three seasons. Neither the breach of the squad cost rule, nor the calculation of the figures considered by the CFCB First Chamber were contested by the Appellant.
12. On 15 May 2025, a hearing was held before the CFCB First Chamber.
13. On 28 May 2025, the CFCB First Chamber decided to impose the suggested financial disciplinary measure of EUR 900 000 on the Club (the “CFCB First Instance Decision”). The reasoned decision was notified to the Club on 6 June 2025.

(2) The Proceedings before the CFCB Appeals Chamber

14. On 9 June 2025, the Club filed its declaration of appeal against the CFCB First Instance Decision with the CFCB Appeals Chamber.
15. On 13 June 2025, the Club submitted its grounds for appeal. The Club expressly acknowledged the breach of the squad cost rule, having reported a ratio of 84,9% for the 2024 calendar year, corresponding to approximately EUR 5,2 million in excess. The Club considered, however, that the CFCB First Chamber did not sufficiently consider the existing mitigating factors and rendered a disproportional decision amounting to unequal treatment. The Club referred notably to (i) the high depreciation of the Turkish Lira and the high inflation in Turkey, (ii) an unprecedented internal governance crisis, including board turnover and squad restructuring which, in turn, created exceptionally high one-off-costs, (iii) its clean track record, raising that it was for the first time in breach of the cost control requirements, and (iv) the substantial remedial steps undertaken or contemplated to improve its financial situation, including a capital injection and the submission of a sustainable business plan.
16. On 8 July 2025, at the in-person hearing, a representative of the CFCB First Chamber argued that (i) the depreciation of the Turkish Lira was part of a long-term economic reality in Turkey and could therefore not qualify as a *force majeure* event, and, anyway, the depreciation of the Turkish Lira had been less important than the average for the years between 2014 and 2023. He further submitted that (ii) clubs remain accountable, regardless of internal governance issues or changes in leadership; (iii) that all clubs in breach of the squad cost rule were first time offenders as the relevant 80% cap entered into force only in 2024. Lastly, (iv) the representative of the CFCB First Chamber noted that the Club failed to submit a credible or detailed business plan demonstrating how it intends to reduce its squad cost ratio in the following three years.
17. In its decision of 8 July 2025 (the “Appealed Decision”), the CFCB Appeals Chamber dismissed the Club’s appeal considering that none of the alleged mitigating circumstances justified the breach of the Club’s violation of the squad cost rule and that the sanction of the CFCB First Chamber was rendered in accordance with the principle of proportionality and the standard of equal treatment. The Appealed Decision was notified to the Appellant on 5 September 2025.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 12 September 2025, the Appellant filed a Statement of Appeal against the Appealed Decision with the Court of Arbitration for Sport (“CAS”) in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the “CAS Code”). The Appellant also:

- (a) requested an in-person hearing to be held at the seat of CAS in Lausanne, Switzerland; and
 - (b) proposed that the case be submitted to a sole arbitrator.
19. On 29 September 2025, UEFA disagreed that the dispute be submitted to a sole arbitrator in view of the Appellant’s qualification of the dispute as “*complex*” and in light with its request for an in-person hearing.
20. On 1 October 2025, in accordance with the Parties’ agreement on the extension of the time limit, the Appellant submitted its Appeal Brief.
21. On 2 October 2025, the CAS Court Office informed the Parties that, the CAS Appeals Deputy Division President had decided to submit the matter to a three-member arbitral panel pursuant to Article R50 of the CAS Code.
22. Also on 2 October 2025, the Appellant appointed Prof. Dr. Ulrich Haas as arbitrator.
23. On 17 October 2025, the Respondent appointed Mr Patrick Grandjean as arbitrator.
24. On 25 November 2025, the CAS Appeals Division President appointed Professor Massimo Coccia as President of the Panel.
25. On 9 December 2025, the Respondent filed its Answer, pursuant to Article R55 of the Code.
26. On 29 December 2025, the CAS Court Office informed the Parties that the arbitrator initially nominated as President of the Panel declined to serve as an arbitrator in this matter.
27. On 6 January 2026, the CAS Appeals Division President appointed Mr Hervé Le Lay as President of the Panel.
28. On 15 January 2026, the CAS Court Office informed the Parties that the CAS Appeals Division President newly appointed the Panel as follows:
 - President: Mr Hervé Le Lay, Attorney-at-law in Paris, France
 - Arbitrators: Mr Ulrich Haas, Professor in Zurich, Switzerland and Attorney-at-law in Hamburg, Germany
 - Mr Patrick Grandjean, Attorney-at-law in Belmont, Switzerland

29. On 19 January 2026, the CAS Court Office invited the Parties to indicate their preference to hold the hearing in-person or remotely. On the same day, the Respondent indicated not having a preference on the format of the hearing while emphasizing that the earliest possible hearing date would be appreciated. Accordingly, on 20 January 2026, the CAS Court Office, on behalf of the Panel, suggested that the hearing be held on 26 February 2026 by videoconference and invited the Appellant to confirm its availability and acceptance of the format. The Appellant did not submit any comments. On 26 January 2026, the CAS Court Office confirmed that a hearing by videoconference will take place on 26 February 2026.
30. On 30 January 2026, the CAS Court Office issued the Order of Procedure (“OP”) which was signed by both Parties.
31. On 26 February 2026, a hearing took place by videoconference in the presence of the members of the Panel, which was assisted by Mr Francisco Mateo Pavia of the CAS Court Office, and the Parties. In addition to the members of the Panel and Mr Francisco Mateo Pavia, the following persons attended the hearing:
 - For the Appellant:
 - Mr Anil Dincer (Legal counsel)
 - Ms Başak Akbaş Karaoğlu (Representative of the Appellant)
 - For the Respondent:
 - Mr Antonio Rigozzi (Legal counsel)
 - Mr Patrick Pithon (Legal counsel)
 - Ms Alice Williams (Representative of the Respondent)
32. At the outset of the hearing, both Parties confirmed not having any objections to the way the proceedings had been conducted up to this stage. Both Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the members of the Panel.
33. Before the hearing was concluded, both Parties expressly confirmed that they had no objections to the way the procedure had been conducted.

IV. PARTIES' POSITIONS AND RESPECTIVE PRAYERS FOR RELIEF

34. The following outline is a synthesis of the Parties' arguments and submissions which the Panel deems relevant to decide the present dispute. Although this summary does not comprise each and every contention advanced by the Parties, and may not include explicit reference to all their arguments, the Panel has nonetheless carefully considered all the submissions made by them. The Parties' written and oral submissions, as well as documentary evidence, and the content of the Appealed Decision were all taken into consideration.

A. The Appellant

35. In its Appeal Brief, the Appellant filed the following prayers for relief:

a. To accept the present appeal against the challenged decision.

b. To set aside the decision of UEFA Appeals Body dated 5 September 2025

c. In the event the CAS does not annul the sanction completely, to reduce the financial disciplinary measure to lower amount as the CAS deems appropriate.

d. To condemn the Respondent to the payment in favour of the Appellant of the legal expenses incurred.

e. To establish that the costs of the arbitration procedure shall be borne solely by the Respondent.

36. The Appellant's submissions, in essence, may be summarized as follows:

- Neither the breach of the squad cost rule nor UEFA's calculation of the excess amount are contested. However, the CFCB Appeals Chamber failed to properly consider the existing mitigating factors, notably under Articles M.1(f) and M.1(g), Annex M of the CLFS, as well as the principle of proportionality and the standard of equal treatment when determining the financial disciplinary measure. Had those mitigating factors been duly considered, the CFCB Appeals Chamber should have either annulled the financial disciplinary measure or set it at a lower level, instead of applying an average percentage. The following mitigating factors were not sufficiently considered.
- *First*, the sharp depreciation of the Turkish Lira against the Euro and the exceptionally high inflation in Turkey constitute *force majeure*, or at least major economic events that should have been considered pursuant to Annex M of the CLFS. For 2023 and 2024, the depreciation was exacerbated by global economic crises and national factors, including a major earthquake, leading to an abnormal

increase of approximately 200% in the EUR/TRY exchange rate. Considering that the Club bears most of its costs in Euro while receiving most of its revenues in Turkish Lira, it was more severely affected by the consequences of the depreciation and of the high inflation than other Turkish clubs.

- *Second*, the extraordinary succession of three different presidents and executive boards of the Club within a 14-month period, a situation unprecedented in the Club's history, placed exceptional strain on the Club's financial planning and resulted in unusually high termination and restructuring costs. In 2024 alone, such costs amounted to approximately EUR 12–13 million and directly contributed to the excess squad cost ratio.
- *Third*, the Club has a clean record before UEFA and has consistently complied with its obligations, including a settlement agreement it concluded with UEFA in 2022. Considering the Club's positive history, UEFA should have limited itself to the issuance of a warning, without any further sanction, or should have, at most, issued a financial disciplinary measure set at the minimum threshold of 10% of the excess amount.
- *Fourth*, the Club adopted serious remedial measures to ensure future compliance with the squad cost rule. The Club's business plan includes capital injections and debt reduction, wage bill rationalization, squad policy reforms, revenue diversification and enhanced transparency, and is supported by concrete actions such as a EUR 145 million capital increase in 2025 (*i.e.*, 6.3 billion Turkish Lira), cost reductions (by exiting high-cost contracts and signing young players for lower costs), youth-focused scouting and new revenue initiatives (such as the organization of events in the Club's stadium and securing new sponsorship agreements).
- *Fifth*, the Club consistently acted in good faith by acknowledging the breach, fully cooperating with UEFA, providing all requested documentation and responding promptly to all inquiries. This cooperative conduct and commitment to compliance should have been duly reflected in the financial disciplinary measure imposed.
- In light of the cumulative effect of the mitigating factors, the CFCB's decision is excessive and disproportionate and risks aggravating the Appellant's financial and managerial difficulties rather than promoting financial sustainability. In a similar case, UEFA was sanctioned by a CAS panel for excluding another club from participating in the two next competitive seasons for violating the break-even rule (CAS 2018/A/5808). The CAS panel notably considered that the

UEFA had not sufficiently considered the club's improved circumstances and the new ownership commitment as demonstrated by the presentation of a credible business plan to restore the club's financial health. In these circumstances, the CAS panel considered the applied sanction to be disproportionate.

- The CFCB breached the standard of equal treatment by applying more favorable measures to other clubs. In comparable cases, UEFA entered into settlement agreements (notably with Aston Villa FC, Chelsea FC, FC Barcelona, Olympique Lyonnais) allowing the clubs continued participation in UEFA competitions. In all of these settlement agreements, parts of the fixed financial disciplinary measures were conditional and were only due in case of non-compliance with the settlement agreements. This treatment is more favorable than the treatment that UEFA has applied to the Club in the present case. By rendering the Appealed Decision, the CFCB Appeals Chamber therefore applied unequal treatment upon the Club.

37. In addition, the Appellant raised for the first time at the hearing that, even if the extraordinary depreciation of the Turkish Lira does not qualify as a mitigating factor under Articles M.1(f) or M.1(g) CLFS, it necessarily qualifies under Article M.1(c) which requires UEFA to take the “*impact of conversion of accounts from local reporting currency into euros*” into account. Pursuant to the Appellant, this provision is applicable to the Club's violation of the squad cost rule.

B. The Position of the Respondent

38. In its Answer dated 9 December 2025, the Respondent filed the following prayers for relief:

“For the reasons set out above UEFA respectfully requests the Panel to issue an arbitral award ruling as follows:

- (i) The Appeal filed by Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş. and all of its prayers for relief are dismissed.*
- (ii) The UEFA Club Financial Control Body Appeals Chamber decision of 8 July 2025 is upheld.*
- (iii) Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş. shall bear all arbitration costs incurred with the present proceedings and pay a contribution to UEFA's legal costs in these proceedings.*

UEFA reserves the right to amend and/or expand upon the above prayers for relief in its ensuing submissions.”

39. The Respondent’s submissions, in essence, may be summarized as follows:

- It is undisputed between the Parties that (i) the Club was required to comply with the cost control requirements (including the squad cost rule) set out in the CLFS for the 2024/2025 monitoring period; (ii) the applicable maximum squad cost ratio for the 2024/2025 monitoring period was 80%; (iii) the self-declared squad cost excess for the 2024 calendar year amounted to EUR 5 246 000 and its declared squad cost ratio was thus of 84,9%. Accordingly, it is undisputed between the Parties that the Club breached the squad cost rule for the 2024 calendar year. Pursuant to the reasoning of Article 97.01 CLFS, mitigating factors such as those listed in Annex M of the CLFS reduce the amount of the squad cost. Accordingly, the existence of mitigating factors may either reduce the squad cost excess – leading to a breach of a lesser extent – or even reduce squad cost under the fixed 80% limit – leading a club to not be any more in breach of the squad cost rule. In the present case, none of the circumstances referred to by the Club can be considered a mitigating factor reducing the squad cost.
- *First*, the depreciation of the Turkish Lira and the high inflation in Turkey do not constitute an extraordinary circumstance capable of amounting to a *force majeure* or “*unforeseen [change] in the economic environment*” under Articles M.1(f) and M.1(g) CLFS. In the present case, the Club has failed to meet its burden of proof. It has not sufficiently demonstrated how and to what extent the depreciation of the Turkish Lira “*affected [its] short-mid-long-term plans*”. The Appellant has not provided any financial statements, calculations or evidence quantifying the alleged effect of the depreciation of the Turkish Lira on its wage or transfer expenses. Moreover, the depreciation of the Turkish Lira in 2024 can also not be considered an “*unforeseen [change] in the economic environment*”, as the depreciation of the Turkish Lira began as early as 2014. The Club should therefore have reasonably anticipated currency fluctuations for the 2024 calendar year. Furthermore, the depreciation of the Turkish Lira in 2024 was milder compared to the trend since 2014 and particularly, compared to the two previous years: between 2014 and 2023, the Turkish Lira depreciated against the Euro at an average rate of 30% per year, whereas between December 2023 and December 2024, the depreciation was of merely 12%. In 2022 and 2023, the depreciation of the Turkish Lira against the Euro had reached respectively 31% and 64%. Had the depreciation of the Turkish Lira truly constituted an unforeseen and extraordinary circumstance, other Turkish clubs would

necessarily have been impacted in a comparable manner and likewise breached the squad cost rule. Yet, no other Turkish club participating in UEFA competitions in 2024 breached the squad cost ratio. This confirms that the Club's breach resulted from its own financial (mis)management rather than from macroeconomic conditions beyond its control. The depreciation of the Turkish Lira does therefore neither constitute a case of *force majeure* within the meaning of Article M.1(f), nor does it qualify as a "*major and unforeseen change in the economic environment*" within the meaning of Article M.1(g) CLFS.

- *Second*, the repeated changes to the presidency and to the executive board of the Club are not a factor contemplated by Annex M and cannot qualify as a mitigating circumstance. In accordance with the principle of institutional accountability, which is well-established in CFCB case law, clubs bear continuous responsibility for regulatory compliance, irrespective of leadership transitions or internal reorganizations. This principle has also repeatedly been affirmed by CAS case law. In the present case, the Club cannot shift responsibility for its poor financial decisions to its former management. The fact that the previous board allegedly spent between EUR 12-13 million on squad restructuring costs cannot constitute a mitigating circumstance, let alone a valid excuse for breaching the squad cost rule. Consequently, the Club's repeated changes to its executive board cannot be regarded as either an exculpatory or a mitigating circumstance.
- *Third*, the Club's alleged "*clean background*" before UEFA with regard to the squad cost rule is misleading. The 2024/2025 season was the first season with the defined squad cost ratio of 80%. Previously, for the 2023/2024 season, the defined squad cost ratio was 90%. All clubs sanctioned in the 2024/2025 monitoring period for having a squad cost ratio above the defined limit of 80% were effectively first-time offenders. In any event, the fact that the Club was found in breach of the squad cost rule for the first time was already taken into consideration by the CFCB when determining the applicable range for calculating the financial disciplinary measure (pursuant to Article L.4, Annex L of the CLFS). Therefore, the absence of a previous breach of the squad cost rule does not constitute a mitigating circumstance but merely reflects the absence of a circumstance that could aggravate the financial disciplinary measure. Moreover, the fact that the Club entered into and complied with a settlement agreement in 2022 cannot constitute a mitigating factor. The very existence of such an agreement confirms that the Club has already previously breached UEFA's regulations (notably the break-even requirement under the previous UEFA Club Licensing and Financial Fair Play Regulations). The fact that the

Club fulfilled the settlement agreement does not demonstrate either any cooperation or diligence beyond what is already required of any club. It can thus not be considered as a mitigating factor. Furthermore, the fact that the Club may have “*dealt in good faith*” with UEFA is irrelevant. Article 78.01(a) of the CLFS imposes an obligation to cooperate with UEFA upon each club participating in UEFA competitions. The fact that the Appellant allegedly acted “*in good faith*” during the proceedings may therefore only demonstrate the absence of an aggravating factor but does not constitute a mitigating circumstance.

- *Fourth*, while a “*short-term forecast and long-term business plan*” may be considered as a mitigating circumstance pursuant to Annex M of the CLFS, the measures allegedly implemented by the Club are neither substantiated nor supported by any credible evidence. During the first instance, the CFCB First Chamber expressly listed the shortcomings of the business plan considering that the Club (i) did not provide any balance sheet, cash flow information and detailed assumption; (ii) does not explain how it is expecting to increase the Squad Cost denominator by almost 50% from EUR 96 million to almost EUR 143 million; (iii) fails to justify how it is expecting to generate an average of EUR 22 million in player trading profits over three years when the club only generated profits once in the last 5 years (*i.e.*, EUR 12 million in 2023); and (iv) although referring to the optimization of squad cost, discloses an increase of 20% from EUR 81 million to EUR 98 million. The Club did not take the opportunity before the CFCB Appeals Chamber, nor before the CAS to submit a more detailed business plan which would have addressed these shortcomings. Moreso, the Club does not submit the business plan it had previously submitted to the CFCB First Chamber and merely refers to press articles and interviews to establish an alleged positive long-term trend. These press articles cannot, however, constitute evidence of any remedial action or commitment of implementing such action. The Club’s argument in this regard, that “*neither UEFA nor the CFCB provided a business plan template*” and that it is therefore “*not fair to call a business plan inadequate or not detailed enough*” is entirely misplaced. A club of the Appellant’s stature, extensive European experience and familiarity with UEFA’s financial reporting requirements, should be fully capable of producing a detailed and credible business plan independently. In any event, it is neither the role, nor the responsibility of UEFA to prescribe the format or content of an individual club’s internal financial planning. Nonetheless, the CFCB First Chamber did send an email to the Club’s CEO explaining what was required in such a business plan. The Club had ample opportunity to provide the necessary information but failed to do so and/or to address the deficiencies identified in its business plan.

- The financial disciplinary measure as confirmed by the Appealed Decision is not disproportionate. Pursuant to Article L.1(a), Annex L of the CLFS, the financial disciplinary measure will be determined by the CFCB on the basis of (i) the extent to which the club’s squad cost ratio exceeds the defined limit (*i.e.*, the number of percentage points above the defined limit, as reflected in the first column of the table in Article L.4), and (ii) the number of breaches committed by a club in the current and three previous license seasons (as reflected in the first row of the table in Article L.4). Pursuant to Article L.3.3 CLFS, when determining the appropriate financial disciplinary measure, the CFCB “*will take into consideration*” the table set out in Annex L.4. Pursuant to CAS case law, UEFA’s bodies dispose of broad discretion when determining the appropriate sanction for a breach. Even where sanctioning tables set a range, the competent body retains a margin of appreciation to calibrate the precise sanction to be applied considering the circumstances of the case. While a CAS panel has full *de novo* power pursuant to Article R57 of the CAS Code, it must nevertheless exercise a certain degree of restraint when assessing the proportionality of a sanction and give due deference to the decision-making body that exercised its discretion. A sanction may only be reduced if the appellant demonstrated that it is manifestly and grossly disproportionate. The mere fact that a different sanction could have been imposed does not render the chosen sanction disproportionate. In the present case, for an excess of 4,9% above the squad cost limit of 80% (*i.e.*, an excess of EUR 5 246 000) the Club was sanctioned with a fine of EUR 900 000 corresponding to approximately 17% of the excess amount. Pursuant to Article L.4 CLFS, the applicable range of the financial disciplinary measure is between 10% and 25%. The sanction therefore falls within the applicable range. No exceptional circumstances exist that would justify departing from the financial disciplinary measure grid defined in Article L.4, Annex L of the CLFS. In any event, a fine of EUR 900 000 is modest compared to the prize money the Club received for its participation in the 2024/2025 UEFA Europa League (*i.e.*, EUR 10 517 494). The fine does also not “*cause more serious problems*” to the Club as the Appellant admitted before the CFCB Appeals Chamber that the fine would “*not create the future of the Club*”.
- Lastly, the UEFA did also not apply “*other measures to other football clubs [...] for similar cases*”. The Club fails to establish what it intends by equal treatment, let alone how such principle is relevant in the present case. Under Swiss law, the principle of equal treatment requires that similar situations be treated similarly and prohibits discrimination. Accordingly, the principle is breached when two similar situations are treated differently. None of the situations referred to by the

Club is comparable to the present case. The AC Milan case (CAS 2018/A/5808) is not an appropriate point of comparison because it arose under a different regulatory framework, concerned a different substantive obligation, and involved a significantly more severe sanction. In that case, CAS set the CFCB decision partially aside because the CFCB had relied on a factual assessment that was either incorrect or had materially changed by the time of the CAS hearing, which rendered the sanction disproportionate. The present case is fundamentally different: the Club's factual circumstances have not changed since the Appealed Decision was rendered, and the CFCB Appeals Chamber correctly assessed the facts on record. Moreover, unlike AC Milan, the Appellant did not submit any business plan to CAS, let alone a detailed and credible plan demonstrating a concrete strategy to restore compliance with cost-control requirements. Finally, the AC Milan case involved exceptional circumstances, including a complete change of ownership and a comprehensive restructuring of the club's corporate and financial structure, whereas the present case involves only internal board changes, which do not warrant similar consideration. In any event, the sanction found disproportionate was the exclusion of the club from all UEFA competitions, *i.e.*, the most severe disciplinary measure available under the former framework. By contrast, in the present circumstances the financial disciplinary measure is modest compared to the magnitude of the breach, the turnover of the Club and the prize money the Club received for its participation in the UEFA Europe League.

- Furthermore, the Club's argument that UEFA has a practice of concluding settlement agreements with other clubs and that the Appellant was therefore treated unequally, is misplaced. Although UEFA does at times enter into settlement agreements, the examples cited by the Club concern breaches of the football earnings rule, a stability requirement, as opposed to the squad cost rule, which is a cost-control requirement. Under the CLFS, settlement agreements are expressly foreseen for failures to meet the stability requirements pursuant to Article 97.03, whereas Article 97.04, which governs breaches of the cost-control requirements, provides only for financial and other disciplinary measures and does not allow settlements. This distinction is reflected in UEFA's public communications, which confirm that none of the clubs found to have breached the squad cost rule was offered a settlement agreement. The Appellant is therefore effectively seeking special treatment to avoid a sanction arising from its own financial mismanagement, particularly its decision to spend on its squad far beyond what its revenues could support, which would undermine rather than uphold the principle of equal treatment. For these reasons, there is no basis to annul the decision under appeal or to reduce the sanction imposed.

40. In addition, the Respondent replied to the Appellant’s argument raised for the first time at the hearing, that Article M.1(c), Annex M of the CLFS is not applicable to the violation of the squad cost rule. The Respondent considers that a literal interpretation of the terms of Article M.1(c) shows that it applies exclusively to a violation of the football earnings rule – a stability requirement – and not to the squad cost rule – a cost control requirement. Accordingly, the Respondent considered that the depreciation of the Turkish Lira and the high inflation in Turkey cannot amount to a mitigating factor pursuant to Article M.1(c), Annex M of the UEFA CLFS.

V. CAS JURISDICTION

41. Article R47 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. [...]”

42. Article 62(1) of the UEFA Statutes provides as follows:

“Any decision taken by a UEFA organ may be disputed exclusively before the CAS in its capacity as an appeals arbitration body, to the exclusion of any ordinary court or any other court of arbitration.”

43. The Panel notes that the jurisdiction of CAS is not disputed by the Parties. Furthermore, the CAS jurisdiction is confirmed by the OP, duly signed by the Parties.

44. In view of the above, the Panel is satisfied that CAS has jurisdiction to decide the present dispute.

VI. ADMISSIBILITY

45. Article R49 of the CAS Code provides, in its relevant part, as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.”

46. The Appealed Decision constitutes a “*decision*” within the meaning of Articles R47 and R49 of the Code.

47. As for the deadline to file an appeal Article 62(3) of the UEFA Statutes provides as follows:

“The time limit for appeal to the CAS shall be ten days from the receipt of the decision in question.”

48. The Appealed Decision was notified to the Appellant on 5 September 2025. The Appellant filed its Statement of Appeal with the CAS on 12 September 2025. The Panel further notes that the admissibility of the present appeal is not contested.

49. Consequently, the Panel is satisfied that the present appeal is admissible.

VII. APPLICABLE LAW

50. 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.”

51. Article 63(2) of the UEFA Statutes provides in the relevant part:

“CAS shall primarily apply the UEFA Statutes, rules and regulations and, subsidiarily, Swiss law. In addition, any party before CAS shall be entitled to raise mandatory provisions of foreign law in accordance with Article 19 of the Swiss Private International Law Act, which may include European Union public policy laws.”

52. Both Parties referred to the UEFA Statutes, rules and regulations as well as Swiss law.

53. Consequently, the present dispute will be decided pursuant to the UEFA Statutes, rules and regulations and subsidiarily, Swiss law, should the necessity arise to fill gaps in the various regulations of UEFA.

VIII. THE MERITS

54. The Parties are in dispute over the sanction of EUR 900'000 for the Club's breach of the squad cost rule for the 2024 reporting period as issued by the CFCB First Chamber and as confirmed in the Appealed Decision.
55. The Appellant considers that different mitigating factors exist which, amounted to *force majeure* events, or, at least to "*major and unforeseen changes in the economic environment*" as provided for in Articles M.1(f), M.1(g) and M.1(c), Annex M of the CLFS, and which UEFA should have taken into consideration when deciding to impose a sanction upon the Club. Pursuant to the Appellant's submissions, the existence of these factors should have led the UEFA to not apply any sanction or, at least, to apply a significantly lower financial sanction "*from the bottom (means that 10% of the excess amount, not from the middle of %10-25)[sic]*". The Appellant further considers that the fine is disproportionate in view of the existing mitigating factors and violated the Club's right to equal treatment, as UEFA did not propose a settlement agreement, which it allegedly did for other clubs in a similar situation.
56. The Respondent contests the submissions of the Appellant and considers that none of the circumstances brought forward amount to mitigating factors in light of Annex M of the CLFS. Specifically, the Respondent contests that any of the circumstances amounts to *force majeure* or "*major and unforeseen changes in the economic environment*", able to justify the breach of the squad cost rule. Accordingly, there is no basis for the UEFA not to apply a financial disciplinary measure or to reduce it to the lower end of the 10%-25% range foreseen in Article L.4, Annex L of the CLFS. The Respondent further rejects the notion that the imposed fine was disproportionate and violated the Club's right to equal treatment. The Respondent notably contests that any settlement agreements were offered to clubs in a similar situation to the Appellant.
57. Accordingly, the main issues on which the Panel will have to decide are:
- (i) Whether the circumstances invoked by the Appellant amount to mitigating factors to be taken into account when fixing a sanction under the squad cost rule?
 - (ii) In the affirmative, whether the mitigating factors justify the annulment or the reduction of the sanction?
 - (iii) In the negative, whether the imposed sanction breached the principle of proportionality and/or any standard of equal treatment?

A. Whether the circumstances invoked by the Appellant amount to mitigating factors, able to justify the breach of the squad cost rule?

58. The Appellant submits that the UEFA should have taken (i) the depreciation of the Turkish Lira and the high inflation in Turkey, (ii) the frequent board and management changes within the Club, (iii) the clean background of the Club before UEFA, and (iv) the Club's remedial actions and future compliance into consideration as mitigating factors within the understanding of Annex M of the CLFS, and notably under Articles M.1(c) ("*Impact of conversion of accounts from local reporting currency into euros*"), M.1(f) ("*force majeure*") and M.1(g) ("*Major and unforeseen changes in the economic environment*").
59. The Respondent disagrees and submits that none of these circumstances can justify the breach of the squad cost rule and notably that (i) the depreciation of the Turkish Lira and the high inflation in Turkey cannot be characterized as *force majeure* or "[m]ajor and unforeseen changes in the economic environment"; (ii) the Club cannot discharge its regulatory compliance obligations before UEFA by referring to frequent board and management changes; (iii) the alleged clean background of the Club before UEFA as regards the squad cost rule is misleading, as 2024 was the first year in which the lower, 80% squad cost rule was applied; and that (iv) the Club has not submitted any evidence proving its future compliance and improved financial situation.

(1) The Relevant Legal Framework

60. The consequences that UEFA (and accordingly CAS) can draw from the non-compliance of the squad cost rule are fixed by Article 97 in connection with Annexes M and L of the CLFS which provide in the relevant parts as follows:

"97.01 - If one of the club monitoring requirements is not fulfilled, then the CFCB makes a decision, taking into consideration other factors as defined in Annex M. It takes the appropriate measure(s) in accordance with the relevant provisions of these regulations and the procedure defined in the Procedural rules governing the UEFA Club Financial Control Body."

"97.04 – In the case of failure to fulfill the cost control requirements, the licensee will be subject to a financial disciplinary measure and may be subject to additional disciplinary measures based on the principles defined in Annex L."

61. Pursuant to Article L.1(a), Annex L a club which exceeds the squad cost rule will be subject to a financial disciplinary measure which shall be fixed on the basis of two factors: *First*, the extent to which the club's squad cost ratio is in excess, and *second* the number of violations in the current and previous three license seasons.

62. Article L.3, Annex L provides for the principles applicable to the calculation of the financial disciplinary measure and specifies that it is fixed in “*proportion of squad cost ratio excess*” and based on the “*severity of the breach and number of breaches*” and in “*consideration [with] the table in accordance with Annex L.4*”.
63. Article L.4, Annex L provides for the following “*Financial disciplinary measure grid*”:

Squad cost ratio % points above defined limit	First time in breach	Second time in breach	Third time in breach	Fourth time in breach
>0 - ≤10	10%-25%	25%-50%	50%-75%	75%-100%
>10 - ≤20	25%-50%	50%-75%	75%-100%	
>20 - ≤30	50%-75%	75%-100%		
>30	75%-100%			

64. Pursuant to Annex M, the UEFA bodies are to take into consideration other factors in respect of a violation of the club monitoring requirements. Annex M provides in this regard for a non-exhaustive list of factors to be taken into consideration.
65. The Appellant notably refers to the mitigating factors listed in Articles M.1(c), M.1(f) and M.1(g), Annex M which read as follows:

“c. Impact of conversion of accounts from local reporting currency into euros

If exchange rates have changed such that there is an adverse impact on the licensee’s aggregate football earnings in euros compared to the currency used by the licensee for its annual financial statements, then the quantum of the impact of changes in exchange rates will be taken into account. If the aggregate football earnings in the local currency are positive, then the licensee should in principle not be sanctioned. For the avoidance of doubt, this mitigating factor does not address the impact of currency exchange differences (exchange gains and/or losses as recognised in the annual financial statements) resulting from transactions denominated in foreign currencies but solely to the conversion of football earnings from a local reporting currency into euros in the CL/FS IT solution.”

“f. Force majeure

The CFCB may take into account extraordinary events or circumstances beyond the control of the club which are considered as a case of force majeure.”

“g. Major and unforeseen changes in the economic environment

The CFCB may take into account the quantifiable financial impact on the club of extraordinary national economic events which are temporary and considered to be beyond the general fluctuation of the economic environment. Such events were beyond the control of the club and the club had no reasonable chance to mitigate the significant negative financial impact. Such quantifiable financial impact on the club must be covered by contributions not already considered in the club monitoring requirements.”

(2) The Depreciation of the Turkish Lira and Inflation in Turkey

66. Preliminarily, the Panel notes that it is not convinced of the applicability of Article M.1(c), Annex M of the CLFS for cases in which the violation of the squad cost rule is at stake.
67. First, the Panel notes that Article M.1(c) expressly refers to “aggregate football earnings”, a defined term referred to notably in the football earnings rule as prescribed in Articles 91 and 92 of the CLFS. The Panel notes in this regard that the Appellant has not contested this interpretation of Article M.1(c) as raised by the Respondent at the hearing and has not specified further how Article M.1(c) should be applied in the present circumstances.
68. The Appellant has limited itself to refer to its Exhibit 6 – its previous submissions before the CFCB – which provide for the following figures:

	Reported	FX Impact	Excluding FX Impact
Numerator LCY	3.181.111.000	-196.349.046	2.984.761.954
Denominator LCY	3.746.578.982	-42.952.346	3.703.626.636
Actual Squad cost ratio	84,91%		80,59%

Overspend TRY	21.851.397
Overspend EUR	622.902

69. The Panel notes in this regard that, pursuant to the Appellant’s figures, even if the depreciation of the Turkish Lira against the Euro was to be taken into account, the Club would still be in breach of the squad cost rule, with a squad cost excess of 0,59%, corresponding to approximately EUR 623 000. Therefore, even if the Panel was to consider Exhibit 6 to constitute evidence of the impact of the depreciation of the Turkish Lira against the Euro, it would still be appropriate to fix a sanction pursuant to Article 97.01 of the CLFS for the Club’s breach of the squad cost rule.

70. Moreover, the Panel is not convinced by the probative value of the evidence submitted by the Appellant. As mentioned above, Exhibit 6 constitutes neither an expert opinion, nor is it accompanied by factual evidence which the Panel could assess. In Exhibit 6, the Appellant essentially submits that 75% of its squad costs were in Euro and 25% of its squad costs accrued in Turkish Lira, whereas 12% of its revenues were in Euro and the remaining 88% were in Turkish Lira. These figures form the basis of the Appellant's quantification. They are, however, not substantiated and/or backed by any objective evidence such as, for example, the players' and technical staff's contracts, or the Club's balance sheets. In these circumstances, the Panel cannot assess the facts underlying the calculation and their veracity and, therefore, cannot conclude, that the depreciation of the Turkish Lira may amount to a mitigating factor pursuant to Article M.1(c) on this evidence alone. Regardless of whether Article M.1(c) is applicable to breaches of the squad cost rule, as the Appellant has not provided the Panel with any further substantiation and/or evidence, it has not met its onus of presentation and proof to establish that the depreciation of the Turkish Lira amounted to a mitigating factor pursuant to Article M.1(c), Annex M of the CLFS.
71. *Second*, as regards Article M.1(f) CLFS, the Panel notes that UEFA regulations and statutes do not provide for a definition of *force majeure*. Pursuant to the subsidiary applicable substantive law, *i.e.*, Swiss law, a *force majeure* situation is characterized by the presence of an unforeseeable and extraordinary event that occurs with irresistible force (ATF 102 Ib 257). Pursuant to well-established CAS jurisprudence with which this Panel agrees, *force majeure* implies an objective (rather than a personal) impediment, beyond the control of the "obliged party", event which is unforeseeable, that cannot be resisted and that renders the performance of the incumbent obligations impossible (CAS 2006/A/1110; CAS 2010/A/2144; CAS 2014/A/3533; CAS 2015/A/3909). Considering that *force majeure* constitutes an exception to the *pacta sunt servanda* principle, the conditions for the occurrence of *force majeure* are to be narrowly interpreted (CAS 2006/A/1110, CAS 2015 A/3909, CAS 2018/A/5537, CAS 2021/A/7799; CAS 2021/A/8277). Pursuant to both, Swiss law (Article 8 of the Swiss Civil Code) and consistent CAS jurisprudence (CAS 2014/A/3546), the burden of proof for establishing the existence of an alleged fact rests on the person who derives rights from that fact. Furthermore, the person alleging the existence of a *force majeure* event must establish the causal link between the event and the breach of its regulatory obligations.
72. In the present case, the Panel finds that the Appellant has not sufficiently substantiated nor discharged its burden to prove that the depreciation of the Turkish Lira has caused the Club's breach of the squad cost rule for 2024. The Panel considers that the Appellant needed to provide it with concrete submissions, backed by evidence of the specific impact of the macroeconomic situation in Turkey on its financial situation for the 2024-2025 season to establish that it constituted an unforeseeable event, beyond its control, which

rendered the Club’s compliance with the squad cost rule impossible, pursuant to Article M.1(f) CLFS. Further, under Article M.1(g) CLFS, the Club needed to establish that the “*quantifiable financial impact on the club of extraordinary national economic events*” went “*beyond general fluctuation of the economic environment*”, and that such events “*were beyond the control of the club and [that] the club had no reasonable chance to mitigate the significant negative financial impact*”.

73. While the Appellant refers to a “significant amount of its costs (salaries, transfer fee, etc.)” which allegedly accrue in Euro, as opposed to “most of its earnings [...] and revenues (matchday, commercial, sponsorship, merchandising, broadcasting, all other receivables from the Turkish FA)” which allegedly accrue in Turkish Lira, it does not provide the Panel with its financial statements and an analysis to establish the alleged extraordinary impact of the depreciation of the Turkish Lira on its costs and revenues for the 2024-2025 season. The Appellant merely referred to general news articles describing the macroeconomic situation in Turkey and on the impact of the 2023 earthquake on other, unrelated, sectors of the Turkish economy. In these circumstances, the Appellant has not sufficiently discharged its burden of presentation and proof that the depreciation of the Turkish Lira is the cause of its breach which is a prerequisite for such circumstances to amount to force majeure, to be taken into consideration pursuant to Article M.1(f), Annex M of the CLFS.
74. In any event, the Panel is not convinced that the depreciation of the Turkish Lira in 2023 and 2024 fulfills the conditions of a *force majeure* event: (i) The depreciation of the Turkish Lira in 2023/2024 does not constitute an “*unforeseeable*” event in that, since 2014, the Turkish Lira has been subject to a particularly high depreciatory trend; and (ii) no argument has been put forward to evidence that the effects of the depreciation of the Turkish Lira, if any, would have been “*irresistible*”, meaning that no action could have been reasonably undertaken by the Club to mitigate its impact.
75. Neither Party has contested the reality of the on-going depreciatory trend in Turkey. Based on the exchange rates published by the European Central Bank, the Turkish Lira depreciated against the Euro for the past five years as follows:

Year	EUR – TRY Exchange rate at the beginning of the calendar year	EUR – TRY Exchange rate the end of the calendar year	Depreciation of TRY against EUR
2020	1 EUR = 6.6699 TRY ¹	1 EUR = 9.1131 TRY ²	36,63%

¹ Value as of 2nd January 2020.

² Value as of 31st December 2020.

2021	1 EUR = 9.0579 TRY ³	1 EUR = 14.1525 TRY ⁴	56,24%
2022	1 EUR = 15.0777 TRY ⁵	1 EUR = 19.9649 TRY ⁶	32,41%
2023	1 EUR = 19.867 TRY ⁷	1 EUR = 32.6531 TRY ⁸	64,35%
2024	1 EUR = 32.5683 TRY ⁹	1 EUR = 36.7372 TRY ¹⁰	12,80%

76. While this comparison demonstrates the extreme volatility of the depreciation of the Turkish Lira, it also shows that, in 2024, the Turkish Lira had the lowest yearly depreciation against the Euro in the past five years. Accordingly, the submission pertaining to the “*unforeseeable*” nature of an exceptionally high depreciation of the Turkish Lira in 2024 must fail. This is all the more true considering that the Appellant has not substantiated if and to what extent the depreciation of the Turkish Lira in previous years also had an impact on the Appellant’s economic situation in 2024.
77. The Panel further notes that the fact that other Turkish clubs were able to comply with the squad cost rule, while being exposed to the same macro-economic circumstances, contradicts the “*irresistible*” nature of the effect of the depreciation of the Turkish Lira. The submission of the Club pertaining to the fact that other Turkish clubs are “*different football clubs and club’s dynamics are also completely different*”, does not convince the Panel. The Appellant’s submission that other Turkish clubs were less affected because a higher proportion of their revenues and squad costs were in Euro remains unsubstantiated and unproven and no evidence of such proportions and comparison with the club’s circumstances have been adduced.
78. In these circumstances, the Panel finds it is for sure difficult to navigate a club in the economic circumstances described by the Appellant. However, the depreciation of the Turkish Lira was neither unforeseeable, nor irresistible and therefore cannot amount to force majeure as foreseen under Article M.1(f), Annex M of the CLFS.
79. Similarly, the Panel considers that the high inflation in Turkey cannot amount to a *force majeure* event pursuant to Article M.1(f), Annex M of the CLFS.

³ Value as of 4th January 2021.

⁴ Value as of 29th December 2021.

⁵ Value as of 3rd January 2022.

⁶ Value as of 30th December 2022.

⁷ Value as of 4th January 2023.

⁸ Value as of 29th December 2023.

⁹ Value as of 2nd January 2024.

¹⁰ Value as of 31st December 2024.

80. As elaborated above regarding the depreciation of the Turkish Lira, the Appellant had to demonstrate the concrete effects of the 2024 inflation in Turkey on its squad costs in order to discharge its burden of proof. The Appellant has not submitted any such concrete evidence. At the hearing, the Appellant referred to its previous argumentation, as submitted before the CFCB and has produced in these proceedings Exhibit 6 to establish the impact of the high inflation on its squad cost. The Panel preliminarily notes that, since Exhibit 6 is merely a statement from the Appellant without underlying backing documentation and detail, it carries limited probative value. However, even if the Panel was convinced that Exhibit 6 constitutes credible evidence, it does not establish any impact of the inflation in Turkey on the Club's squad cost. In fact, the elements and numbers referred to in Exhibit 6 exclusively relate to the issue of the depreciation of the Turkish Lira and do not refer to the high inflation in Turkey. In these circumstances, the Panel considers that the high inflation in Turkey cannot amount to a *force majeure* event pursuant to Article M.1(f), Annex M of the CLFS. The Panel has contemplated whether the combination of depreciation and inflation could amount to *force majeure*. However, again because of the lack of sufficient substantiation and evidence the Panel must discard also this option.
81. *Third*, pursuant to the terms of Article M.1(g) CLFS, major and unforeseen changes in the economic environment of a Club may be taken into account provided that the “*quantifiable financial impact on the club*” goes “*beyond the general fluctuation of the economic environment*”. As elaborated above regarding *force majeure*, the Appellant has not quantified, before CAS, the impact that either the depreciation of the Turkish Lira or the high inflation in Turkey had on its finances for 2024 and notably on the elements constituting its squad cost. The general reference to the extraordinary impact of the depreciation of the Turkish Lira on its costs and revenues for 2024 cannot be considered sufficient to discharge the Club's burden of proof. Further, no argument has been put forward to show that the effects of the depreciation of the Turkish Lira or of the high inflation in Turkey “*were beyond the control of the club*” meaning that it “*had no reasonable chance to mitigate the significant negative financial impact*”. In these circumstances, neither the depreciation of the Turkish Lira nor the high inflation in Turkey can amount to a major and unforeseen change in the economic environment pursuant to Article M.1(g), Annex M of the CLFS.
82. The Panel considers that neither the depreciation of the Turkish Lira, nor the high inflation in Turkey amount to a major and unforeseen change in the economic environment of the Club, pursuant to Article M.1(g), Annex M of the CLFS.

(3) The frequent changes in the Club's Presidency and Board of Directors

83. The Appellant further submits that the very frequent changes in the Club's presidency and management (*i.e.*, three presidency changes in 14 months) caused particularly high transfer and termination costs which, in turn, led to its excess of the squad cost ratio. The Respondent rejects this submission pointing to the Club's institutional accountability, considering that “[e]very financial decision to acquire or terminate players or staff falls within the Club's exclusive control, irrespective of any change in leadership”.
84. Under Article M.1(f), Annex M of the CLFS, the Club needed to prove that the frequent changes in its presidency constituted an unforeseeable event, beyond its control, which rendered the Club's compliance with the squad cost rule impossible. Similarly, under Article M.1(g), the Club needed to establish that the “quantifiable financial impact on the club of extraordinary national economic events” and which went “beyond general fluctuation of the economic environment”, “were beyond the control of the club and the club had no reasonable chance to mitigate the significant negative financial impact”.
85. The Panel notes that the changes in a club's board and presidency are inherently internal – as opposed to external – issues, that cannot be considered “beyond the control” of a club. The fact that the Appellant refers to “extraordinary pressure” from both media and its supporters, cannot change this basic characterization as internal decisions. Moreover, and in any event, the Club's frequent board changes cannot constitute “extraordinary national economic events” required to establish the presence of major and unforeseen changes in the economic environment pursuant to Article M.1(g).
86. In these circumstances, the frequent board changes of the Club cannot be considered either a *force majeure* event pursuant to Article M.1(f), nor amount to a major and unforeseen change in the economic environment pursuant to Article M.1(g), Annex M of the CLFS.

(4) The Club as a First-time Offender

87. The Appellant further submits that the fact that the Club was found for the first time in breach of the squad cost rule and that it had cooperated with UEFA throughout the process before the CFCB should be taken into consideration as a mitigating factor. The Respondent disagrees, notably considering that the number of previous breaches of the squad cost rule is already taken into account pursuant to Article L.4, Annex L of the CLFS on which basis the CFCB has fixed the EUR 900 000 sanction. Furthermore, the Respondent considers that, whereas bad faith behavior can amount to an aggravating circumstance, the Club's cooperation amounts to normal conduct which is expected from all clubs participating in its competitions and therefore cannot be considered a mitigating circumstance.

88. The Panel considers that, neither the fact that the Club breached the squad cost rule for the first time in 2024, nor the fact that it cooperated throughout the proceedings with the UEFA, may fall under Article M.1(f) or M.1(g) of the CLFS, or any of the mitigating circumstances expressly listed under Annex M. While Annex M provides that the list of factors to be considered is non-exhaustive, the Panel is not convinced that the first-time offender status of the Club should be considered as a mitigating factor.
89. *First*, the number of previous breaches of the squad cost rule (in the past four license seasons) is already taken into account for establishing the range within which the financial disciplinary measure shall be fixed. The table in Article L.4, Annex L of the CLFS provides for different ranges within which the sanction shall be fixed, depending on whether the breaching club is found to be in breach for the first, second, third or fourth time. In application of this table, only first-time offenders can be sanctioned within the 10% – 25% range which was applied to the Appellant in the present case. As the UEFA already took this factor into account when fixing the fine, the fact that the Club was for the first time in breach of the squad cost rule cannot amount to an additional mitigating factor. The Panel also notes that, as the 80% squad cost ratio was imposed for the first time for the 2024/2025 licensing season, all clubs found in breach of the squad cost ratio in 2024 are necessarily first-time offenders.
90. *Second*, as regards the Club’s cooperation with the UEFA’s bodies throughout the proceedings, the Panel notes that compliance with an obligation cannot be constitutive of a mitigating circumstance. Pursuant to Article 78 of the CLFS which lists all responsibilities of a licensed club, *vis-à-vis* UEFA and specifically pursuant to Article 78.01(a) “[t]he licensee must: (a) cooperate fully and guarantee that all personnel cooperate fully with the licensor, UEFA and the CFCB in respect of their requests and enquiries including by responding accurately and completely to all requests for documents, information and other data”. Since the Club had a regulatory obligation to cooperate with UEFA and specifically with the CFCB, the fulfilment of said obligation cannot be constitutive of a mitigating factor to be taken into consideration for the fixing of the fine.
91. In these circumstances, the Panel finds that neither the Club’s conduct in the proceedings before the CFCB, nor the Club’s first-time breach of the squad cost rule can amount to a mitigating factor.
- (5) *The Club’s Short-Term Forecast and Long-Term Business Plan*
92. The Appellant further submits that it has made considerable efforts in (i) establishing a comprehensive long-term business plan, (ii) injecting capital and reducing debt, (iii) rationalizing wage bill and changing the policy for squad recruitment, as well as (iv)

expanding revenue through diversification. In these circumstances, the Appellant considers that these steps clearly demonstrate the Club's intention to become "*financially more stable and sportingly more successful in the long-term*" which should be taken into account when fixing the sanction. The Respondent disagrees with the Appellant's contentions considering that, while a credible business plan amounts to a mitigating factor, no such business plan has been submitted to the CAS. The Respondent therefore considers that in the absence of a credible business plan, the circumstances referred to by the Appellant and described through numerous public statements of the Club's president cannot amount to mitigating circumstances.

93. The Panel first notes that the Club's short-term forecast and long-term business plan cannot fall under either Article M.1(f) or M.1(g), Annex M of the CLFS. However, and although this has not been pleaded by the Club, the Panel notes that Article M.1(d) provides for the following mitigating circumstances:

“d. Short-term forecast and long-term business plan

*As part of its considerations, the CFCB may request from the licensee its short-term forecast and long-term business plan. **The required information consists of a balance sheet, a profit and loss account and a cash flow statement**, which must be based on reasonable and prudent assumptions and submitted in the form communicated by UEFA.*

A long-term business plan that indicates a licensee's ability to comply with the club monitoring requirements will be viewed favourably by the CFCB.” (Emphasis added)

94. As the Appellant submits that CAS should take into account the existence of the Club's "*good faith, remedial actions and efforts*" notably referring to a "*Comprehensive Long-Term Business Plan*" as a mitigating factor, it carries the burden of proving the existence of such a business plan. Pursuant to Article M.1(d), Annex M of the CLFS, the required information for CAS to consider a business plan consists, *a minima*, of "*a balance sheet, a profit and loss account and a cash flow statement*". While the Panel understands that the Club has submitted a business plan to the CFCB First Chamber, no business plan was produced in the appeal proceedings before the CFCB or before CAS. To the contrary, the Appellant limits itself to referring to public statements made by its new president.
95. While the Panel does not dispute the Club's intention to improve its financial situation, these press releases cannot discharge the Appellant of its burden of proving that a credible long-term business plan exists if it argues that such a business-plan shall be taken into consideration as a mitigating factor. In the absence of any balance sheet, profit and loss account and cash flow statement, the Panel is simply unable to assess the Club's long-

term prospects. In these circumstances, the Panel cannot consider the Club's argument that it has taken remedial steps to improve its financial situation and to ensure future compliance with the squad cost rule, as a mitigating factor.

96. Considering that the Panel finds that none of the circumstances invoked by the Appellant amount to mitigating factors to be taken into account for the fixing of the applicable sanction for the Club's breach of the squad cost rule, the Panel will analyze further whether the imposed sanction breached the principle of proportionality and/or any standard of equal treatment.

B. Whether the UEFA breached the principle of proportionality and/or any standard of equal treatment?

97. The Appellant lastly raises that the "excessive fine is disproportionate for the Appellant as considering the Appellant's demonstrated turnaround plan and mitigating circumstances [sic]" and that "there should be a balance between the UEFA decisions and fair-equal treatments should be main principle [sic] in the UEFA decisions". The Respondent rejects this position, submitting that "none of the cases relied upon by Besiktas are comparable to the present case" and that "the financial disciplinary measure of EUR 900,000, is modest compared to (i) the magnitude of the breach, (ii) the turnover of a club like Besiktas and (iii) the prize money Besiktas received thanks to its participation in UEFA's competitions".

98. The Panel notes that:

- Pursuant to Article 97 and Article L.4, Annex L of the CLFS, the sanction for a violation of the squad cost rule is a financial disciplinary measure, the amount of which will depend on the number of previous breaches of the squad cost rule and on the percentage of the amount in excess of the permitted squad cost ratio. In the present case, the Appellant is found for the first time in breach of the squad cost rule and the amount in excess of the permitted squad cost ratio (*i.e.*, EUR 5,2 million) corresponds to an excess of 4,9%. Pursuant to Article L.4, the applicable range for the financial disciplinary measure is therefore 10% – 25% of the amount in excess.
- The financial disciplinary measure imposed by the CFCB First Chamber and confirmed by the CFCB Appeals Chamber is EUR 900 000, corresponding to approximately 17%.

99. In line with CAS jurisprudence on disciplinary matters, it is generally recognized that CAS panels give a certain deference to decisions of sports governing bodies in respect of the proportionality of sanctions. Even though CAS panels retain full power to review *de*

novo the factual and legal aspects involved in a disciplinary dispute, they must exert a certain degree of restraint in reviewing the level of sanctions imposed by a disciplinary body where the disciplinary decision is properly and convincingly justified.

100. The principle of proportionality provides that the severity of a sanction must be proportionate to the offense committed. To be proportionate, the sanction must therefore not exceed that which is reasonably required in the search for a justifiable aim (CAS 2005/C/976 & 986, CAS 2019/A/6489, CAS 2022/A/8651). The principle of equal treatment imposes that all participants in a competition be treated alike (CAS 2005/C/976 & 986).
101. The Panel considers that the sanction imposed in the Appealed Decision is neither disproportionate nor does it violate the principle of equal treatment between clubs participating in UEFA competitions.
102. *First*, as regards the alleged violation of the proportionality principle, the Panel notes that the amount of the financial disciplinary measure imposed by UEFA corresponds to approximately 17% of the excess amount, *i.e.*, exactly the middle of the 10% – 25% range foreseen under the CLFS. The Appealed Decision further analyzes all facts and circumstances put forward by the Appellant and finds that none of them amounted to a mitigating factor.
103. The Panel further notes that it is not bound by any decisions made by different CAS Panels and relating to different disputes. The case law submitted by the Appellant does not demonstrate that the severity of the financial disciplinary measure was disproportionate to the Club's violation of the squad cost rule as all cases referred to by the Appellant were rendered in different circumstances and referred to violations of different rules. In these circumstances, the case law referred to by the Appellant is simply not transferable to the present case and therefore cannot establish that the Appealed Decision is disproportionate.
104. *Second*, regarding the alleged violation of the principle of equal treatment, the Panel considers the fact that UEFA has, in other circumstances, resorted to concluding settlement agreements with other clubs not constitutive of a violation of the fair and equitable treatment. The case law referred to by the Appellant does not establish the existence of a right of the Club to a settlement agreement by UEFA, nor of the existence of a right that a financial disciplinary measure shall be divided into a conditional and an unconditional part. None of the settlement agreements referred to by the Appellant were concluded following a violation of the squad cost rule. They were concerned either with the violation of the break-even rule or of the football earnings rule.

105. The applicable UEFA regulations expressly foresee, in case of a violation of either of these rules, the possibility for UEFA to conclude settlement agreements with the club in breach:
- Article 68 of the UEFA Club Licensing Financial Fair Play Regulations (2018 Edition) provides, in case of a violation of a monitoring requirement, such as the break-even rule, that “[i]f one of the monitoring requirements is not fulfilled, then the UEFA Club Financial Control Body makes a decision, including the possibility to conclude a settlement with the licensee [...]”.
 - Article 97.03 of the CLFS expressly provides, in case of a violation of a stability requirement, such as the football earnings rule, that: “*In the case of failure to fulfil the stability requirements, the CFCB has the possibility to conclude a settlement agreement with the licensee.*”
106. To the contrary, no such possibility is foreseen under the CLFS for a violation of the squad cost rule.
107. The Panel also notes that, the evidence submitted by the Appellant as Exhibit-21 makes it clear that all clubs found in breach of the squad cost rule for 2024 (Chelsea FC, Aston Villa FC, Panathinaikos FC), *i.e.*, that were in the same situation as the Appellant, were submitted to the same type of sanction (*i.e.*, an unconditional financial disciplinary measure), which was calculated pursuant to the same method (*i.e.*, proportionally to the amount in excess of the squad cost ratio). Moreover, the Panel notes that the sanctions foreseen in the settlement agreements are overall stricter than the financial disciplinary measure applied to the Appellant in the present case: whereas the Appealed Decision foresees merely the payment of a fine, all settlements included, in addition to financial disciplinary measures, the restriction of the clubs’ rights to register new players for UEFA competitions.
108. The Panel is therefore convinced that the Appealed Decision neither violated the principle of proportionality, nor any standard of equal treatment.

IX. CONCLUSION

109. Based on the foregoing, and after taking due consideration of all the evidence produced and all the arguments made, the Panel finds that:
- (i) None of the circumstances invoked by the Appellant amount to a mitigating circumstance.

- (ii) The sanction imposed by the UEFA is proportionate and does not violate any standard of equal treatment.

110. Consequently, no ground exists to set aside the Appealed Decision and the Appellant's appeal must be dismissed.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Beşiktaş Futbol Yatırımları Sanayi ve Ticaret A.Ş. against the decision rendered on 8 July 2025 by the Appeals Chamber of the UEFA Club Financial Control Body is dismissed.
2. The decision rendered on 8 July 2025 by the Appeals Chamber of the UEFA Club Financial Control Body is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of the arbitration: Lausanne, Switzerland

Date: 31 March 2026

THE COURT OF ARBITRATION FOR SPORT

Hervé Le Lay
President of the Panel

Ulrich Haas
Arbitrator

Patrick Grandjean
Arbitrator