

CAS 2024/A/10316 Zakho Sports Club v. Iraqi Football Association

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Jonathan Hall, Solicitor, Dubai, United Arab Emirates

between

Zakho Sports Club, Zakho, Iraq

Represented by Mr Islam Hisham and Mrs Shimaa Al Daly, Attorneys at Law, Sports & Justice Law Firm, Cairo, Egypt and Mr Alfonso Leon Leo & Mr Gytis Rackauskas, Attorneys at Law, RUIZ-HUERTA & CRESPO, Valencia, Spain

- Appellant -

and

Iraqi Football Association, Baghdad, Iraq

Represented by Mr Ali Saleem Jaber & Mr Abdelrahman Hashish, Attorneys at Law, Iraqi Football Association, Baghdad, Iraq

- Respondent -

* * * * *

I. PARTIES

1. Zakho Sports Club Limited (“Zakho”, the “Club” or the “Appellant”) is a football club domiciled in Zakho, Iraq and is affiliated to the Iraq Football Association (“IFA”).
2. IFA (or the “Respondent”) is the national football association of Iraq, which has its seat in Baghdad, Iraq. It is affiliated with the Asian Football Confederation (“AFC”) and the *Fédération Internationale de Football Association* (“FIFA”).
3. The Appellant and the Respondent are collectively referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ oral and written submissions as lodged with the Court of Arbitration for Sport (the “CAS”). Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceeding, this Award refers only to the submissions and evidence considered necessary to explain his reasoning.
5. Where necessary the Sole Arbitrator has used the official translations of extracts/documents filed by the Parties.
6. Following the conclusion of a match between the Appellant and Al Shorta Sports Club (“Al Shorta FC”) in the Iraq Stars League on 8 December 2023, the Appellant on the same day lodged a protest with the Respondent’s Disciplinary Committee (“IFA Disciplinary Committee”) against Al Shorta FC for their alleged violation of the competition’s regulations relating to foreign players registration and fielding ineligible players.
7. On 23 December 2023, the Appellant was notified of the IFA Disciplinary Committee decision (dated 17 December 2023) (“December Decision”) upholding the Appellant’s protest and ruling as follows:
 - “1. Penalising Alshorta Sports Club by losing the match played on 08/12/2023 by (3-0) and paying a fine of (15,000,000) fifteen million Iraqi Dinars based on the provisions of article (58, clause 1.14) pursuant to clause (2 of the same article) of the disciplinary regulations and article (4,7,5) of the competition regulations.
 2. Suspending Alshorta Sports Club supervisor (Aly Gowade Heraga) for two months based on the provisions of article (58/clause 2) of the disciplinary regulations.

The decision is made by the consensus of the attendees on 17/12/2023 and it is appealable.”
8. On 8 January 2024, the Appellant was notified of a new decision issued on the same day by the same IFA Disciplinary Committee (“Appealed Decision”) ruling as

follows:

“1 – Abolishing this committee decision number 5/W O/ on 17/12/2023 which includes:

- *Penalising Alshorta Sports Club by losing the match played on 08/12/2023 by a score of (3/0) and paying a fine of (15,000,000) fifteen million Iraqi Dinars, based on the provisions of article (58, clause 1.14) pursuant to clause (2 of the same article) from the disciplinary regulations and article (4,5,7) of the competition regulations.*
- *Suspending Alshorta Sports Club supervisor (Aly Gowade Heraga) for two months based on the provisions of article (58/clause 2) of the disciplinary regulations.*

2- All the registration procedures of the six professional players made prior to this decision shall be deemed valid.

3- Each club participating in the Iraq Stars League is entitled to participate with (5) professional player pursuant to the provisions of article (4,7.3) provided that the number of the participating players in the match whose national team ranking is 90 or more do not exceed two registered players in the clubs. In the event of exceeding the number set out herein, the club shall be deemed in violation of the provisions of article (4,7,3) of the competition regulations starting from round (13), and the club shall be subject to the provisions of article (58) of the disciplinary regulations.

4- addressing the Iraqi Football Association to ensure the necessity of the commitment to inform the participating sports clubs in the Iraq Stars League within the suitable timeframe in order for the clubs to read and commit to the Association’s instructions.

5- notifying the general secretariate of the Iraqi Football Association to send this decision to all participating clubs in the Iraq Stars League for their information and obligation to what was set out the abovementioned paragraphs (2 and 3).

The decision is made by consensus, and it is a final binding decision and unappealable pursuant to the provisions of article (4/3/2/1 162) of the disciplinary regulations on 08/01/2024.”

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

9. On 25 January 2024, in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”) the Appellant filed a Statement of Appeal against the Respondent with respect to the Appealed Decision. In its Statement of Appeal, the Appellant requested that the matter be submitted to sole arbitrator. The Respondent agreed to such request.
10. On 11 March 2024, the Appellant filed a request for the production of documents.
11. In the intervening period between the Appellant’s filing of the Statement of Appeal

and the filing of the Appeal Brief, the Respondent produced certain documents as requested by the Appellant.

12. On 16 May 2024, in accordance with Article R51 of the CAS Code and following a number of suspensions and/or extensions of the time limit for filing the Appeal Brief as confirmed by the CAS Court Office, the Appellant filed its Appeal Brief.
13. On 23 June 2024, the Respondent filed its Answer with the CAS Court Office, in accordance with Article R55 of the CAS Code.
14. On 26 June 2024, the CAS Court Office informed the Parties that Mr Jonathan Hall, Solicitor registered in England & Wales, and based in Dubai, United Arab Emirates, had been appointed as the Sole Arbitrator by the President of the CAS Appeals Arbitration Division, pursuant to Article R54 of the CAS Code.
15. On 14 August 2024, after consulting the Parties, the CAS Court Office informed the Parties that a hearing would be held on 20 September 2024 by videoconference.
16. On 4 September 2024, the CAS Court Office communicated to the Parties the Order of Procedure issued on behalf of the Sole Arbitrator.
17. On 4 and 9 September 2024 respectively, the Respondent and the Appellant each submitted to the CAS Court Office a signed copy of the Order of Procedure.
18. On 20 September 2024, a hearing was held in the present matter by videoconference. In addition to the Sole Arbitrator and Dr. Björn Hessert, CAS Counsel, the following persons attended the hearing virtually:

For the Appellant:

Mr Islam Hisham, counsel

Mrs Shimaa El Daly, counsel

Mr Alfonso Leon Lleo, counsel

Mr Gytis Rackauskas, counsel

Mr Amar Farhad Raji, President of the Club, witness

Ms Nade Fathey Ahmed, interpreter;

For the IFA (Respondent):

Mr Ali Saleem Jaber, counsel

Mr Abdelrahman Hashish, counsel

Mr Khaleel Ibrahim Oleiwi Al-Tameemi, IFA Relations Department.

19. At the outset of the hearing, the Parties declared that they had no objections to the appointment of the Sole Arbitrator which they had both also accepted by signing the Order of Procedure.
20. The Sole Arbitrator heard evidence from Mr Amar Farhad Raji, a witness called by

the Club. Before taking the evidence from Mr Amar Farhad Raji, the Sole Arbitrator informed the witness (and the translator) of their duty to tell the truth, subject to sanctions of perjury under Swiss law. The Parties and the Sole Arbitrator then had the opportunity to examine and cross-examine the witness.

21. The content of the witness' testimony of Mr Amar Farhad Raji can be summarised as follows:

He was and is the President of the Club and confirmed that at the start of the 23/24 season the Respondent explained to all clubs in the Iraqi Stars League the rules on foreign professional players. These rules were that up to 6 foreign players could play – 5 on field and 1 substitute; and of the 6 foreign players, 4 could come from countries with the international classification for national teams ranked below 90 and 2 could come from countries with a ranking higher than 90. The Club was totally committed to these arrangements and rules and the Respondent also explained through social media the new rules that applied to all teams participating in the Iraqi Stars League. There was a meeting of all league clubs with the Respondent on 8 August 2023 when the clubs were all told they would be bound by these rules for the season. The relevant regulations were issued on 26 October 2023. When the Club noticed that Al Shorta FC had fielded players in breach of the rules the Club filed a complaint with the Respondent and the subsequent 23 December 2023 decision of the Respondent's Disciplinary Committee is clear. There was no actual appeal by Al Shorta FC against that decision and instead the same Disciplinary Committee incorrectly issued a second new decision in January which is why the Club resorted to taking action at the CAS.

22. The Parties then submitted through their respective Counsel their pleadings, confirming the grant of the relief respectively sought by each Party.
23. At the end of the hearing, the Parties confirmed that they had no further questions or queries regarding the matter, that they were satisfied with the manner in which the hearing had proceeded and that their right to be heard had been respected.

IV. THE PARTIES' SUBMISSIONS

24. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Appellant's Position

25. In its Statement of Appeal, amended in its Appeal Brief, the Appellant requested the CAS as follows:

"1. to accept this Appeal Brief against the Decision II;

2. to proceed with the current appeal in an expedited manner and issue the directions in relation to the current appeal arbitration proceedings necessary to ensure that the operative part of the CAS Award is issued at the earliest possible convenience,

but not later than 30 August 2024, i.e. before the beginning of Iraq Stars League Season 2024/2025;

3. Primarily:

(a) to annul the Decision issued by the Iraq Stars League Disciplinary Committee on the 8th of January 2024, with Ref. No. 8/LZ/2023; and

(b) to uphold the Decision issued by the Iraq Stars League Disciplinary Committee on the 17th of December 2023, with Ref. No. 5/LZ/2023; or

4. Subsidiarily, only in case the primary request above was not granted: to uphold the Decision issued by the Iraq Stars League Disciplinary Committee on the 17th of December 2023, with Ref. No. 5/LZ/2023; or

5. Subsidiarily, only in case the primary request above was not granted: to refer the case back to the Iraqi Football Association and order the latter to submit the case before the IFA Appeals Committee;

6. In any case: to determine any other relief the Sole Arbitrator may deem appropriate;

7. to condemn the Respondent to the payment of the whole CAS administration costs and arbitrators' fees; and

8. to fix a sum to be paid by the Respondent, in order to contribute to the payment of the Appellants' legal fees and costs.”

26. The Appellant made various arguments in support of its requests including the following:

(i) At an official meeting on 8 August 2023 all clubs in the Iraqi Stars League, including the Appellant, were informed of the new rules and changes to the Respondent's regulations including regarding the registration of foreign professional players. Following discussion at the meeting it was agreed that clubs could register up to 2 players from countries under the international classification for national teams ranked 91st and above.

(ii) Following the meeting the rule was implemented in the regulations of the Iraqi Star League by amending Article 4.7.5 of such regulations.

(iii) The same regulations also required all clubs “to comply with the requirements and decisions of IFA” and clubs undertake “to comply with all regulations and laws specific to the competition”.

(iv) On 27 October 2023, it appeared to the Appellant that Al Shorta FC had registered 3 players from countries under the international classification for national teams ranked 91st and above in breach of the rules and thereby obtaining a competitive advantage.

(v) The Appellant claims that Al Shorta FC in fact registered 3 such players in 7 different Iraqi Stars League matches taking place between October and

December 2023 inclusive, including the match of the Appellant on 8 December 2023.

- (vi) The alleged breach of the rules in the 8 December 2023 match occurred around 4 months after the August meeting between the Respondent and all the clubs, and 45 days after the relevant regulations had been notified to the clubs.
 - (vii) Such alleged breach led to the Appellant lodging the protest with the IFA Disciplinary Committee against Al Shorta FC referred to at paragraph 6 above.
 - (viii) A similar protest against Al Shorta FC was announced publicly on 24 December 2023 filed by another club Naft Al-Wasat.
 - (ix) Al Shorta FC referred its request for a review of the December Decision to the Respondent during the appeal period for the December Decision.
 - (x) The Appellant also submitted that the IFA Disciplinary Committee was not competent (and did not have the authority) to review the December Decision because a review of the December Decision was only possible through the Respondent's appeals procedure and ought therefore to have been considered by the Respondent's Appeals Committee (rather than as a review by the same IFA Disciplinary Committee).
 - (xi) In addition, the Appealed Decision was issued without having any signature of any member of the IFA Disciplinary Committee which is a violation of Article 129 of the Respondent's Disciplinary Code.
 - (xii) Even had the IFA Disciplinary Committee had authority to review its earlier decision, there were no grounds for it to do so as the conditions for a review under Article 162 of the Respondent's Disciplinary Code had not been met and the IFA Disciplinary Committee acted *ultra vires* in actively searching for new evidence.
 - (xiii) The Appealed Decision should be set aside in any event as it allowed one club of the Iraqi Stars League (i.e. Al Shorta FC) to gain a competitive advantage against the other clubs by acting in a way that did not comply with the principles of fair play, loyalty and integrity, thereby harming the game and the competition.
27. In relation to jurisdiction, the Appellant relies primarily on Article R47 of the CAS Code, Articles 63, 65 and 66 of the Respondent's Statutes and Article 58.1 (*sic*) of the FIFA Statutes as conferring jurisdiction on the CAS.
28. The Appellant therefore submits that appeals against final and binding decisions passed by the Respondent's legal bodies shall be lodged before CAS. It further submits that "*any internal decisions have been consistently held by CAS panels to be subject to appeal before CAS pursuant to Article R58 of the FIFA Statutes in cases where there are no internal remedies available*". As there are no internal remedies available against the Appealed Decision, it is considered final and accordingly subject to appeal before the CAS in accordance with Article 65 para. 3 of the Respondent's Statutes and Article 58 of the FIFA Statutes. The Appellant also

submits that it cannot be prevented from bringing the matter to review before the CAS, as *“this would constitute the violation of the right to be heard and to access to justice, especially considering the fact that the Appellant disputes the competence of the IFA Disciplinary Committee to review...[the December Decision]”*.

29. In its oral submissions the Appellant also queried whether the Iraqi Sports Settlement and Arbitration Center (see paragraph 33 below) was actually in place and pointed out that the Respondent had provided no evidence of it.
30. The Appellant also referred in its submissions to Article 151 of the Respondent’s Disciplinary Code and in its oral submission claimed that such Article gave the Appellant direct access to the CAS.

B. The Respondent’s Position

31. In its Answer, the Respondent requested the CAS as follows:
“...that the appeal submitted by Zakho Sports Club rejected and that the appellant be charged the full fees and expenses and attorneys fees.”
32. The Respondent’s fundamental submission is that the CAS does not have jurisdiction to hear this appeal by the Appellant on the basis that (i) the Appellant has not exhausted its legal remedies and (ii) the Appealed Decision was final and unappealable and so cannot be appealed before the CAS.
33. Regarding point (i), the Respondent submits that *“in light of clause R52 of the CAS Code”* the Appellant has not exhausted all relevant channels in resolving sports disputes internally as Article 26.1 of the Sports Federations Law No.24 of 2021 (being the current legislation of the Republic of Iraq) states that the Iraqi Sports Settlement and Arbitration Center is considered the *“reference”* for resolving internal Iraqi sports disputes and the guidance and circular of the Iraqi National Olympic Committee No.323 on 13 February 2024 confirmed that all decisions and provisions of such Center are obligatory.
34. Regarding point (ii), the Respondent submits that the Appealed Decision expressly stated that it is final and unappealable and so it cannot be appealed before the CAS. Furthermore, it submits that Article 65.3 of the Respondent’s Statutes only gives jurisdiction to the CAS if the decision is not final and, in addition, Article 162.4 of the Respondent’s Disciplinary Code expressly states that the decision regarding the request for a review shall be final and binding, and not subject to appeal.
35. The Respondent further submits that Al Shorta FC requested a review pursuant to Article 162 of the Respondent’s Disciplinary Code and not an appeal and in accordance with the same Article, the request for a review shall be examined and decided by the same committee that issued the decision, so the disciplinary committee correctly issued the Appealed Decision on this basis.
36. Furthermore, the Respondent also submits that the Appellant in any event failed to call Al Shorta FC as a respondent despite it having a high interest in (or relevance to) the appeal before the CAS. It submits that many CAS awards have dismissed appeals based on an appellant’s failure to call other clubs as respondents.

37. The Sole Arbitrator is therefore first required to consider the Parties' submissions on the jurisdiction of the CAS before considering the Parties' submissions in relation to the Appealed Decision itself.

V. JURISDICTION OF THE CAS

38. In accordance with Article 186 para. 1 of the Swiss Private International Law Act ("PILA"), the CAS has power to decide upon its own jurisdiction (*Kompetenz-Kompetenz*).

39. Article R47 para. 1 of the CAS Code provides as follows:

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

40. In order for the CAS to have jurisdiction in this matter, it therefore has to be shown (the burden of proof being on the Appellant) that either the Respondent's Statutes or regulations provide for an appeal to the CAS against the Appealed Decision or the Parties have concluded a specific arbitration agreement conferring jurisdiction on the CAS. In addition, if either of these has been established, it also has to be shown that the Appellant has exhausted all the legal remedies available to it prior to the appeal to the CAS.

41. The Appellant relies on the FIFA Statutes (May 2022 edition) ("FIFA Statutes") as well as various Articles of the Respondent's Statutes (*viz.* Articles 63.3, 65.3 and 66.3) to confer jurisdiction on the CAS in this matter. It also referred in its oral submissions to Article 151 of the IFA Disciplinary Code in the context of CAS jurisdiction.

42. The Appellant referred in its submissions to Article 58.1 of the FIFA Statutes, however the Sole Arbitrator notes that the relevant provision quoted by the Appellant is in fact Article 57.1.

43. Article 57.1 of the FIFA Statutes states as follows:

"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question."

44. Article 57.1 of the FIFA Statutes provides for an appeal against final decisions of "Members" which includes the Respondent. As a member of FIFA, the Respondent is bound by the FIFA Statutes including this provision. However, there remains the question of how Article 57.1 of the FIFA Statutes applies to the Appellant itself. The Appellant simply mentions that it is bound by the FIFA Statutes as it is indirectly affiliated to FIFA. The Sole Arbitrator is unable to see how Article 57.1 of the FIFA Statutes in itself amounts to a specific arbitration agreement that the Parties have concluded and which confers jurisdiction on the CAS as is required by Article R47 para. 1 of the CAS Code. It does not amount to a specific arbitration

agreement between the Appellant and the Respondent.

45. Articles 63.3, 65.3 and 66.3 of the IFA Statutes state as follows:

“63.3 Decisions pronounced by the Appeal Committee may only be referred to CAS in accordance with the provisions in these Statutes.

[...]

65.3 Any dispute of national dimension may only be referred in the last instance to the Court of Arbitration for Sport (CAS) in Lausanne (Switzerland). The CAS will settle the dispute to the exclusion of any Ordinary Court unless expressly prohibited by the legislation in force in the Republic of Iraq.

[...]

66.3 IFA shall ensure its full compliance and that of all those subject to its jurisdiction with any final decision passed by a FIFA body, an AFC body, or CAS.”

46. Articles 63.3, 65.3 and 66.3 of the Respondent’s Statutes together clearly provide for an appeal to the CAS “*in the last instance*” against “*any dispute of national dimension*” and this clearly satisfies the requirements of Article R47 para. 1 of the CAS Code.

47. Article 151 of the Respondent’s Disciplinary Code states:

“Decisions of the Appeals Committee

Decisions that are subject to appeal, the parties have the right to appeal before the Iraqi Center for Sports Arbitration and Dispute Resolution or the Court of Arbitration for Sport (CAS), in accordance with the procedures stipulated in their respective regulations, within a period of 21 days from the date of issuance of the appealed decision.”

48. Article 151 of the Respondent’s Disciplinary Code appears to refer to decisions of the Respondent’s Appeals Committee and provides for a further right of appeal from decisions of an Appeal Committee to either the Iraqi Center for Sports Arbitration and Dispute Resolution or the CAS (as well as providing a time limit of 21 days). Whilst the Article may refer to a right to appeal to the CAS from decisions of the Respondent’s Appeal Committees, the Appealed Decision is not a decision of an Appeal Committee of the Respondent (it is a decision of the Respondent’s Disciplinary Committee), and therefore Article 151 of the IFA Disciplinary Code cannot itself confer jurisdiction on the CAS in this matter.

49. Notwithstanding the Sole Arbitrators’ view of Article 57.1 of the FIFA Statutes and Article 151 of the Respondent’s Disciplinary Code, the Sole Arbitrator is satisfied that the first limb of Article R47 para. 1 of the CAS Code is met by virtue of Articles 63.3, 65.3 and 66.3 of the Respondent’s Statutes.

50. There therefore remains the question of whether or not the Appellant had exhausted all the available legal remedies prior to the appeal to the CAS.

51. In this respect, the Respondent referred in its submissions of the possible remedy of going to the Iraqi Sports Settlement and Arbitration Center. Whilst the Respondent referred to this entity and it having jurisdiction, the Respondent did not provide evidence to support the same (e.g. extracts and translations of the relevant law and guidance/circular of the Iraqi National Olympic Committee that it referred to).
52. Furthermore, the Appealed Decision itself stated that it was final and unappealable. The relevant provision that both Parties referred to in their submissions is Article 162 para. 4 of the IFA Disciplinary Code which states:
- “4. The decision regarding the request for review shall be issued by the president of the committee that made the decision, and its decision shall be final, binding, and not subject to appeal.”*
53. This also confirms that the legal remedies available to the Appellant in relation to the Appealed Decision had been exhausted prior to the appeal to the CAS.
54. Based on the evidence presented, the Sole Arbitrator is therefore satisfied that the Appellant had exhausted all the available legal remedies prior to the appeal to the CAS and that the CAS therefore has jurisdiction in this matter.

VI. ADMISSIBILITY

55. Article R49 of the CAS Code provides 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document.”*
56. The Sole Arbitrator notes that the Appealed Decision was notified to the Appellant on 8 January 2024 and the Statement of Appeal was filed on 25 January 2024. Consequently, the Statement of Appeal was filed within the 21-day deadline prescribed in Article R49 of the CAS Code.
57. The Respondent did not object to the admissibility of the appeal.
58. Therefore, the Sole Arbitrator also considers that the appeal is admissible.

VII. APPLICABLE LAW

59. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:
- “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.”*

60. As a result, the Sole Arbitrator finds that the various regulations of the IFA, and chiefly the statutes and regulations of the IFA are primarily applicable. Iraqi law will apply subsidiarily, should the need arise to fill a possible gap in the various statutes and/or regulations of the IFA, given that the Respondent is domiciled in Iraq.

VIII. MERITS

61. The object of this arbitration is the Appealed Decision, which: (i) abolished the December Decision including the sporting and financial sanctions imposed on Al Shorta FC, as well as the sanction on the Al Shorta FC supervisor, Mr Ali Jaweed; (ii) deemed all the registration procedures of the six professional Al Shorta FC players made prior to the Appealed Decision valid; (iii) confirmed the Iraq Stars League rules regarding the limitations on professional players; (iv) asked the IFA to ensure it addressed the league clubs in a suitable timeframe regarding the league rules and to share the Appealed Decision with the league clubs; and (v) confirmed that the Appealed Decision was a final binding decision and unappealable.
62. The Appellant primarily requested the CAS to annul the Appealed Decision and to uphold the December Decision. In the alternative it also requested the CAS to simply uphold the December Decision or to refer the matter back to the Respondent and order the Respondent to submit the case to its Appeals Committee.
63. It submitted that the Respondent's Disciplinary Committee was not competent to review the December Decision and to therefore issue the Appealed Decision. It submitted that (i) it was only possible to review the December Decision through the Respondent's appeals procedure and by an Appeals Committee of the Respondent and (ii) in any event there were no grounds for the Disciplinary Committee to review the December Decision.
64. On the other hand, the Respondent requested that the appeal submitted to the CAS by the Appellant be rejected on the basis that the Appealed Decision was legitimately rendered and that Al Shorta FC should have been called as a respondent in the appeal to the CAS.
65. It is first of all important to address the issue of standing. There were few submissions on this other than the Respondent's claim that Al Shorta FC should have been called as a respondent in this proceeding. Established CAS jurisprudence indicates that the question of standing to sue or to be sued are matters related to the merits and not a question for the admissibility of an appeal (see, *inter alia*, CAS 2015/A/3910, CAS 2016/A/4602, CAS 2020/A/7356). Whilst such jurisprudence is essentially based on Swiss Law, whereas Iraqi law applies subsidiarily in this case, there was no submission by the Parties on this particular point. Given there was no such submission and the Iraqi law on this point (if any) cannot be established, the Sole Arbitrator relies on Swiss law on this point by virtue of Article 16.2 of PILA. The Sole Arbitrator is therefore satisfied that it is appropriate to deal with the question of standing to sue and to be sued as a matter related to the merits.
66. In analysing whether the Appellant has standing to sue (appeal), the Sole Arbitrator must determine whether the Appellant has shown that it has sufficient legal interest in the matter being appealed.

67. It is questionable whether or not the Appellant has any sufficient legal interest in challenging the Appealed Decision as a whole. The Appealed Decision clearly directly affects Al Shorta FC and its supervisor and the Appellant has no legal interest in those aspects of the Appealed Decision (i.e. paras 1 and 2 of the Appealed Decision ruling).
68. Other aspects of the decision affect all the clubs participating in the Iraqi Stars League (not just the Appellant) as they effectively alter/clarify the league rules (in particular paras. 3 and 4 of the Appealed Decision ruling). However, those other aspects are inextricably connected to, and as a result of, the first part of the Appealed Decision and it is hard to see how these could be addressed in isolation without affecting paras 1 and 2 of the Appealed Decision ruling which directly affect only Al Shorta FC and its supervisor.
69. In the light of the above, the Sole Arbitrator finds that the Appellant does not have a cause of action or legal interest to act against the Appealed Decision. Therefore, the appeal should be dismissed and the Appealed Decision upheld on that basis.
70. Although the Sole Arbitrator has already found that the Appellant has no standing to sue and that the appeal is to be dismissed on this basis, the Sole Arbitrator also finds that the Respondent lacks standing to be sued (alone) for the following reasons.
71. The same CAS jurisprudence as referred to above indicates that the issue of standing to be sued must be resolved on the basis of weighing the interests of the persons affected by the relevant decision. The key question for the Sole Arbitrator to consider is whether it is appropriate, in light of the need for fairness and the right to be heard, to bind any party that is not involved in a hearing to the outcome of that hearing (see, inter alia, CAS 2015/A/3910 and CAS 2016/A/4602). Put differently, the Sole Arbitrator must determine which party “*is best suited to represent and defend the will expressed by the organ of the association*” (see CAS 2015/A/3910 and CAS 2020/A/7356).
72. The dispute in this matter involves parties other than the Appellant and the Respondent, specifically Al Shorta FC and its supervisor in relation to paras 1 and 2 of the operative part of the Appealed Decision. There is clear CAS jurisprudence that indicates that in such cases an appeal procedure should involve the other party (i.e. in this case Al Shorta FC and its supervisor) (see, inter alia, CAS 2016/A/4668 and CAS 2013/A/3047). The Respondent itself is not the relevant party to best represent and defend the interests of Al Shorta FC or its supervisor in this matter.
73. If the Sole Arbitrator were to grant the appeal request in whole or in part in this case, he would in effect be endorsing the December Decision and confirming sanctions against parties who are not involved with this appeal.
74. As the Appellant has filed its appeal solely against the Respondent, the Sole Arbitrator does not believe the standing to be sued requirements have been met. Even if the Sole Arbitrator were satisfied that the Appellant had standing to bring the appeal, the Appellant ought to have added Al Shorta FC and its supervisor to the appeal to the CAS.

75. Given the Appellant's lack of standing to sue (appeal) and the Respondent's lack of standing to be sued (alone), it is unnecessary for the Sole Arbitrator to consider any other request submitted by the Parties.
76. In summary, the Sole Arbitrator therefore has no choice but to dismiss the appeal for the above reasons.

IX. COSTS

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Court of Arbitration for Sport has jurisdiction to entertain the appeal filed on 25 January 2024 by Zakho Sports Club against the decision rendered on 8 January 2024 by the IFA Disciplinary Committee.
2. The appeal filed on 25 January 2024 by Zakho Sports Club against the decision rendered on 8 January 2024 by the IFA Disciplinary Committee is dismissed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 10 March 2025

THE COURT OF ARBITRATION FOR SPORT

Jonathan Hall
Sole Arbitrator