

CAS 2024/A/10444 Sudan Chess Federation & Omer Abdallah Omer Deab v. International Chess Federation (FIDE) & Arab Chess Federation

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Frans **de Weger**, Attorney-at-Law, Haarlem, the Netherlands

in the arbitration between

Sudan Chess Federation, Sudan

- **First Appellant** –

and

Omer Abdallah Omer Deab, Sudan

- **Second Appellant** –

Both represented by Mr Mudathir Osman, Attorney-at-Law, Sharjah, United Arab Emirates

and

International Chess Federation, Switzerland

- **First Respondent** -

and

Arab Chess Federation, United Arab Emirates

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

- **Second Respondent** -

I. PARTIES

1. The Sudan Chess Federation (the “First Appellant” or “SCF”) is an entity affiliated with the International Chess Federation (“FIDE”), with its registered office in Khartoum, Sudan.
2. Mr Omer Abdallah Omer Deab (the “Second Appellant”) is the President of the SCF and former member of the Arab Chess Federation (“FIDE”) Executive Committee. The Second Appellant has Sudanese nationality.
3. The FIDE (or the “First Respondent”) is the international governing body for chess with its registered office in Lausanne, Switzerland.
4. The ACF (or the “Second Respondent”) is an “Affiliated Organisation” of FIDE, with its registered office in Sharjah, United Arab Emirates (the “UAE”).
5. The First Appellant and the Second Appellant are hereinafter jointly referred to as the “Appellants” and the First Respondent and the Second Respondent are hereinafter jointly referred to as the “Respondents”.
6. The Appellants and the Respondents are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

7. This appeal concerns the decision made by FIDE on 14 March 2024 to recognize the new ACF Executive Committee elected by the ACF Extraordinary General Assembly on 24 December 2023 (the “Appealed Decision”).
8. The Appellants request the Court of Arbitration for Sport (the “CAS”) to set aside the Appealed Decision, declaring that FIDE cannot recognize the new ACF Executive Committee due to, *inter alia*, the invalidity of the ACF Extraordinary General Assembly meeting of 24 December 2023, whereas the Respondents seek a confirmation of the Appealed Decision.

III. FACTUAL BACKGROUND

9. Below is a summary of the main relevant facts, as established on the basis of the submissions of the Parties and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.
10. On 14 February 2022, the ACF General Assembly elected a new Executive Committee for the 2022-2026 mandate.

11. On 3 April 2023, the Saudi Chess Federation, along with seven other national chess federations, submitted a request to the General Secretariat of the ACF to convene an Extraordinary General Assembly to discuss taking a vote to withdraw confidence in the ACF Executive Committee due to alleged violations committed by them. However, no reply was received.
12. On 11 April 2023, the Saudi Chess Federation sent an official reminder to the General Secretariat of the ACF. No reply was received.
13. On 19 April 2023, one third of the ACF members formally requested the Union of Arab Sport Federations (“UASF”), which is affiliated with the ACF as an observer member, to exercise its authority in accordance with Article 63 and 64 of the ACF Statutes:

Article 63:

“The federation may resort to Union of Arab Sport Federations in any dispute to enforce provisions of this statute, or to find a solution for any matter not stated in the statute.”

Article 64:

“Union of Arab Sport Federations may suspend membership of the federation for the following reasons:

- a. If the general assembly cannot hold its meeting during two years.*
- b. The occurrence of conflicts that led to a division among the member federations.*
- c. Non-application of the statute that of the federation adopted by the General Assembly of the Federation and approved by the Union of Federations.”*

14. On 14 May 2023, the UASF issued UASF Resolution No. 30, resolving as follows (English mistakes and typos are part of the original version):

***First:** to suspend the membership of Arab Chess Federation in Union of Arab Sport Federations until it status has been rectified and none of Arab Chess Federation’ members shall participate in any activities or events related to Arab Chess or activities or events in which Arab Federation is involved.*

***Second:** a temporary committee has to be formed to manage Arab Chess Federation to run its affairs which includes the following members: [...]*

***Third:** the committee’s task is to manage Arab Chess Federation, to apply the unified law, to audit accounts and balance sheets of Arab Chess Federation through an authorized auditor. Expenses of the auditor shall be arranged by the temporary committee away from the budget of Arab Chess Federation. The temporary committee has to hold an extraordinary general assembly after issuing the auditor’s report to take a decision about the report and irregularities upon which the next ordinary general assembly will depend to take necessary measures to elect a new executive committee.*

Fourth: *the committee shall have full powers and authorities to represent the Arab Federation in events in which it is invited including the Arab Sport Games No. 15 organized in Algeria.*

Fifth: *this resolution shall be effective from its date of issue.*

Sixth: *The General Secretariat of Union of Arab Sport Federations has to enforce our resolution and notify the competent departments of it.”*

15. On 18 May 2023, FIDE requested the ACF’s current Statutes, the minutes of the ACF General Assembly held on 14 February 2022, and documents explaining the relationship between the ACF and the UASF, in order to thoroughly examine the situation at the ACF in detail.
16. On 19 May 2023, the Vice-President of UASF issued Resolution No. (31), under which it was requested that the temporary committee established under the second point of UASF Resolution No. 30 (the “Interim Committee”) convene the ACF Extraordinary General Assembly “*to take legal measures against the president and members of the suspended federation which issued a statement that breached its general assembly and which challenged Union of Arab Sport Federations, to impose the harshest punishment on the persons who breached the resolution of general assembly and to take the necessary measures to run new elections of general assembly members who have not breached its resolution within thirty days from the date of sending the invitation.*”
17. On 22 May 2023, the President of the Interim Committee sent a letter to the Presidents of the Arab Chess Federations, inviting them to attend the Extraordinary General Assembly of the ACF on 22 June 2023 and stating, in particular, the following:

“Subject: An Invitation to Attend an Emergency General Assembly on 22 June 2023

Upon request of president and members of the temporary committee to hold an emergency general assembly in accordance with article (21), paragraph (1.1) and (2.1) of the statute of Arab Chess Federation and subject to article (22) of the statute of Arab Chess Federation, we are pleased to invite you to attend the emergency general assembly of Arab Chess Federation held on 22 June 2023 in Riyadh according to the following agenda:

1- Amendment of the article of association of Arab Chess Federation.

2- Showing irregularities of the president and members of suspended executive committee of Arab Chess Federation and taking the suitable decision.

3- Any other new matters.”

18. On 23 May 2023, FIDE posted a tweet on its official account stating that:

“FIDE has been informed about the current situation in the Arab Chess Federation and the decision of the Arab Sports Union to appoint an interim

committee to lead the ACF. In order to give a proper legal assessment of this decision, FIDE has sent official requests to the interested parties asking to provide updated Charters of both organizations, as well as other relevant information. FIDE will make efforts to resolve any issues through dialogue and in compliance with democratic procedures.”

19. On 5 June 2023, the ACF filed two appeals with CAS against the UASF and the Interim Committee. The first case (i.e. CAS 2023/A/9719) concerns a challenge by the ACF against UASF Resolution No. 30. The second case (i.e. CAS 2023/A/9720) concerns a challenge by the ACF against a decision of the Interim Committee, whereby the latter determined to convene the ACF Extraordinary General Assembly.
20. On 13 June 2023, the legal representative of the Appellants responded to FIDE’s request of 18 May 2023, providing a number of documents, along with an explanation of the relationship between the ACF and UASF.
21. On 21 June 2023, the ACF’s applications for a stay in CAS 2023/A/9719 were rejected by CAS.
22. On 22 June 2023, the Extraordinary General Assembly of the ACF was held in Riyadh, Kingdom of Saudi Arabia (“KSA”), with the attendance of eighteen (18) members, out of a total of twenty-two (22) members. The Extraordinary General Assembly of the ACF voted to withdraw confidence in the President and four (4) other members of the suspended Executive Committee in accordance with Article 17 of the ACF Statutes. Sixteen (16) members voted in favour of the motion and two (2) members abstained from voting. Additionally, the Interim Committee was granted the authority to conduct the ACF’s operations until the ACF Extraordinary General Assembly on 24 December 2023 in Riyadh, KSA.
23. On 7 July 2023, FIDE was addressed by the legal representative of the Appellants regarding the legitimacy of the meeting in Riyadh, KSA, on 22 June 2023, and with request to not recognize the Interim Committee.
24. On 10 July 2023, FIDE’s Legal Director sent the following email to the legal representative of the Appellants:

“Good afternoon, dear sirs.

For an accurate assessment of the current situation, it would be especially important to understand the mechanism for determining the quorum and counting votes in a vote of no confidence in accordance with article 28 of the ACF Charter.

In addition to the above, I see that you think that the required $\frac{3}{4}$ of the votes are counted from the total number of federation members, and not from the number of participants in the meeting. We should be grateful if you could justify this position in more detail.

Sincerely

FIDE Legal Director

Aleksandr Martynov”

25. On 11 July 2023, in response to FIDE Legal Director’s request of 10 July 2023, the legal representative of the Appellants explained the mechanism for determining the quorum and counting votes during a vote of no confidence. Namely that, in accordance with Article 28 of the ACF Statutes, the withdrawal of confidence from the Executive Committee or some of its members requires the approval of the relative majority (i.e. three quarters).
26. On 14 August 2023, due to an investigation by FIDE’s Constitutional Commission regarding the legitimacy of the ACF’s management, FIDE decided to temporarily remove the record of the ACF’s management on its website.
27. On 8 November 2023, the Interim Committee sent an invitation to the members of the ACF, announcing the convening of an Extraordinary General Assembly meeting to, *inter alia*, conduct elections for the new ACF’s Executive Committee in Riyadh, KSA.
28. On 7 December 2023, the Interim Committee sent another letter to the members of the ACF, informing the members about the new location of the Extraordinary General Assembly of the ACF meeting, which was relocated to Sharjah, the UAE.
29. On 24 December 2023, the Extraordinary General Assembly of the ACF was held with the attendance of twenty-one (21) members out of a total of twenty-two (22) members. Only the SCF did not attend. The Extraordinary General Assembly elected a new ACF’s Executive Committee for a term of four years (2023-2027).
30. On 25 January 2024, the SCF filed a complaint with FIDE against the ACF Extraordinary General Assembly meeting held on 24 December 2023, requesting to not recognize the new elected ACF’s Executive Committee and that the Executive Committee elected on 14 February 2022 should be recognized instead.
31. On 14 March 2024, FIDE officially recognized the new ACF’s Executive Committee elected on 24 December 2023 (previously defined as the “Appealed Decision”)
32. On 1 April 2024, the Appealed Decision was notified to the Appellants.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 3 April 2024, the Appellants, together with an initial third appellant, Mr Khaled Ezedden Hijawe, filed a Statement of Appeal with the CAS against the Respondents with respect to the Appealed Decision in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the “CAS Code”). In this submission, the Appellants requested that these proceedings were submitted to a sole arbitrator.

34. On 30 April 2024, the CAS Court Office acknowledged receipt of the Appellants' Statement of Appeal. In this letter, the CAS Court Office explicitly informed the Appellants (with words in bold) that pursuant to Article 51 of the CAS Code,
- a) the Appellants shall file with CAS, **within 10 days following the expiry of the time limit for the appeal**, a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits, failing which the appeal shall be deemed **withdrawn**;
 - b) that, alternatively, the Appellants shall inform the CAS Court Office **within the same deadline**, if the statement of appeal is to be considered as the appeal brief, failing which the appeal shall be deemed withdrawn.
35. On 3 May 2024, the Appellants requested a 15-day extension of the time limit to submit the Appeal Brief.
36. On the same date, the CAS Court Office informed the Appellants that based on the information provided in the Appellants' Statement of Appeal, the Appealed Decision was received on 1 April 2024 and, consequently, the time limit to file the Appeal Brief in this matter had expired on 2 May 2024. Consequently, the Appellant's request for an extension was rejected. For the sake of good order, the CAS Court Office gave the Appellants a three (3) days deadline to advise the CAS Court Office of whether they had filed their Appeal Brief within the prescribed deadline.
37. On the same date, also on 3 May 2024, the First Respondent submitted a preliminary response. In its preliminary response, the First Respondent agreed to the appointment of a sole arbitrator, questioned the exhaustion of internal remedies, and questioned the Appellants' direct interest in the outcome of the appeal. In addition, the First Respondent requested that the deadline for filing its Answer be set after the Appellants had paid their share of the advance of costs, in accordance with Art. R55 para. 3 of the CAS Code.
38. On 6 May 2024, the Appellants notified the CAS Court Office that 2 May 2024 was a non-business day in the UAE due to adverse weather conditions. Therefore, according to the Appellants, the deadline for filing the Appeal Brief expired on 6 May 2024 in accordance with Article R32 para. 1 of the CAS Code.
39. On 7 May 2024, the CAS Court Office informed the Parties that the First Respondent's request for filing its Answer after the Appellants' payment of their share of the advance of costs was granted. Furthermore, the CAS Court Office invited the Appellants to provide their comments on the First Respondent's position regarding the exhaustion of internal remedies and their direct interest in the outcome of the appeal. In addition, the CAS Court Office requested the Appellants to provide evidence demonstrating that they were unable to file their Appeal Brief or request an extension on 2 May 2024 remotely due to the severe weather conditions in the UAE within three (3) days. In this regard, the CAS Court Office informed the Appellants that the information provided by the Appellants did not provide for a non-business day in the UAE.

40. On 13 May 2024, the Appellants sent a letter to the CAS Court Office regarding their alleged inability to file the Appeal Brief or request for an extension of the deadline on 2 May 2024. In this letter, the Appellants argued that as a consequence of the bad weather conditions, they were unable to use technical equipment such as computers.
41. On the same date, the Appellants also outlined their position regarding the exhaustion of internal remedies and the legal interest of the Appellants in this matter.
42. On 14 May 2024, the CAS Court Office informed the Parties that in consideration of the information provided by the Appellants on 13 May 2024, which would be referred to the Panel, once constituted, for further consideration, the Appellants' extension request was deemed to have been filed in time. The CAS Court Office invited the Respondents to comment on the Appellants request for a 15-day extension of the deadline to file their Appeal Brief in this matter. In addition, the CAS Court Office informed the Parties that in light of the Appellants' inability to file their extension request on 2 May 2024, the Appellants' time limit to file their Appeal Brief was reinstated and deemed suspended from 3 May 2024 until further notice from the CAS Court Office.
43. On 16 May 2024, the Second Respondent sent a letter to the CAS Court Office. In this letter, the Second Respondent objected to the jurisdiction of the CAS and the extension request made by the Appellants.
44. By means of its letter of 17 May 2024, the First Respondent objected to the Appellants' extension request. Furthermore, the First Respondent again questioned the exhaustion of internal remedies and the direct interest of the Appellants in these proceedings.
45. On 22 May 2024, the CAS Court Office informed the Parties that the matter regarding the Appellants' extension request would be referred to the President of the CAS Appeals Arbitration Division, in accordance with Article R32 para. 2 of the CAS Code. In addition, the CAS Court Office noted that both Respondents had objected to the jurisdiction of the CAS and the admissibility of the appeal. Consequently, the CAS Court Office invited the Appellants to provide comments on the submissions made by the Respondents. In the same letter, the CAS Court Office noted that the First Respondent's comments regarding the circumstances in relation to the alleged bad weather conditions and late submission of the Appellants' extension request were duly noted and recalled that this issue would be referred to the Panel, once constituted.
46. On 27 May 2024, the Appellants submitted a letter to the CAS Court Office containing their comments on the Respondents' written submissions regarding the jurisdiction of CAS and the admissibility of the appeal.
47. On 28 May 2024, the CAS Court Office informed the Parties that the Appellants' comments on the Respondents' objection to the jurisdiction of CAS and the admissibility of the appeal were duly noted and recalled that these issues would be referred to the Panel, once constituted. In addition, the CAS Court Office informed

the Parties that the President of the CAS Appeals Arbitration Division had decided to grant the Appellants' time limit extension request and that, accordingly, the Appellants' time limit to file the Appeal Brief in this matter was no longer suspended and resumed with immediate effect.

48. On 10 June 2024, after a time limit extension request was granted, the Appellants filed their Appeal Brief.
49. On 29 June 2024, the Second Respondent submitted its Answer in accordance with Article R55 of the CAS Code.
50. On 2 July 2024, the Appellants notified the CAS Court Office that the initial third appellant, Mr Khaled Ezedden Hijawe, had decided to withdraw from this case.
51. On 15 August 2024, the CAS Court Office, *inter alia*, informed the Parties that the First Respondent had a 20-day deadline from receipt of its letter by email to send its Answer in accordance with Article R55 of the CAS Code.
52. On 3 September 2024, the First Respondent submitted its Answer via email.
53. On 6 September 2024, the Second Respondent requested the CAS Court Office for permission for the submission of additional information.
54. On the same date, the CAS Court Office allowed the Second Respondent to file the requested new information and invited the other Parties, upon receipt, to comment on it. In addition, the CAS Court Office informed the Parties that the First Respondent had submitted its Answer via email only. Consequently, the CAS Court Office requested the First Respondent to provide proof of the timely dispatch of its Answer by courier within three (3) days, in accordance with Article R31 para. 3 of the CAS Code.
55. On 12 September 2024, the Second Respondent filed certain new information to the CAS Court Office.
56. On the same date, the CAS Court Office informed the Parties of the receipt of the new information filed by the Second Respondent and invited the other Parties to comment on the Second Respondent's submission. Additionally, the CAS Court Office informed the Parties that it had not received a response from the First Respondent within the granted time limit and that the First Respondent's Answer had not been received by courier or through the CAS e-Filing platform. Furthermore, the CAS Court Office invited the Parties to indicate whether they preferred a case management conference and/or a hearing to be held in these proceedings.
57. On 16 September 2024, the First Respondent requested that the CAS Court Office extended the deadline for filing its Answer by courier to 26 September 2024. In addition, the First Respondent informed the CAS Court Office of its preference for the sole arbitrator to issue an award solely based on the Parties' written submissions.

58. On 17 September 2024, the CAS Court Office advised the First Respondent that the First Respondent's request for an extension of the deadline to file its Answer by courier had expired and was therefore rejected.
59. On the same date, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Panel appointed to decide the procedure was constituted as follows:

Sole Arbitrator: Mr Frans de Weger, Attorney-at-Law, Haarlem, the Netherlands
60. On the same date, the Appellants requested an extension of the deadline to comment on the Second Respondent's additional information and to express its preference for a hearing or a decision based solely on the Parties' written submission until 23 September 2024.
61. Still on the same date, the CAS Court Office informed the Parties that the Appellants' request for an extension of the time limit had been granted.
62. On 18 September 2024, the First Respondent submitted another request for an extension of the deadline to submit its Answer.
63. On 19 September 2024, the CAS Court Office informed the Parties, on behalf of the Sole Arbitrator, that the First Respondent's request had been rejected.
64. On 23 September 2024, the Appellants filed a letter to the CAS Court Office concerning the Second Respondent's additional information of 12 September 2024. Furthermore, the Appellants informed the CAS Court Office of their preference for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.
65. On 26 September 2024, the CAS Court Office informed the Parties, on behalf of the Sole Arbitrator, that the Sole Arbitrator deemed himself sufficiently well-informed to decide this case based solely on the Parties' written submissions, without the need to hold a hearing.
66. On 30 September 2024, the Second Respondent sent an email to the CAS Court Office, requesting permission to submit additional information.
67. On 1 October 2024, the CAS Court Office informed the Parties, on behalf of the Sole Arbitrator, that the Second Respondent could file additional information if desired.
68. On 5 October 2024, the Second Respondent submitted new information.
69. On 9 October 2024, the CAS Court Office invited the other Parties to comment on the admissibility of the said submission of the Second Respondent.

70. On 14 October 2024, the Appellants filed their comments as to the Second Respondent's submission of 5 October 2024. They argued that the said submission was inadmissible.
71. On 17 October, the CAS Court Office informed the Parties that the submission of the Second Respondent on 5 October 2024 was inadmissible in the absence of any exceptional circumstances.
72. On 5, 7 and 10 November 2024, the First Respondent, the Appellants, and the Second Respondent, respectively, returned duly signed versions of the Order of Procedure.
73. On 10 November 2024, along with the signed Order of Procedure, as set out above, the Second Respondent also submitted additional information. In its letter, the Second Respondent reiterated its position that the Appellants did not exhaust the internal legal remedies, and that, consequently, the CAS did not have jurisdiction.
74. On 11 November 2024, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Appellants and the First Respondent to comment on the admissibility of the Second Respondent's submissions.
75. On 12 November 2024, the Appellants addressed the admissibility of the Second Respondent's submissions and argued that such submissions had to be declared inadmissible.
76. On 14 November 2024, the First Respondent, in line with the Second Respondent, also argued that the Appellants had not exhausted internal legal remedies, and that the Second Respondent's submissions are admissible.
77. On 15 November 2024, the CAS Court Office informed the Parties that the Sole Arbitrator would decide on the admissibility of the Second Respondent's submissions in the final arbitral award.

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

78. The Sole Arbitrator confirms that he carefully considered in his decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellants

79. The Appellants' submissions, in essence, may be summarized as follows:

Jurisdiction & Admissibility

- According to Article R47 of the CAS Code: "*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.”

- The Appealed Decision is a decision of FIDE. Article 35 of the FIDE Charter reads as follows: “*except if otherwise provided in this Charter, any final decision taken by a FIDE organ may be challenged exclusively by way of appeal before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.*”
- There are no internal legal remedies available and, as a result, CAS is competent to hear this dispute.
- Since the Appellants were notified of the Appealed Decision on 1 April 2024, and the Statement of Appeal was filed on 3 April 2024, the Appellants filed the Appeal within the time limit of twenty-one (21) days from receipt in accordance with Article 35 para. 5 of the FIDE Charter. Also, the CAS Court Office fee was paid by the Appellants.
- Therefore, this case is admissible.

Substance

Legitimacy of the Interim Committee

- Resolution No. 30, issued by UASF, regarding the appointment of the Interim Committee to manage the affairs of the ACF, lacks a legal basis under the ACF Statutes. Furthermore, Resolution No. (30) violates fundamental universal principles of good governance, as well as the principles of independence and democracy as stipulated in the ACF Statutes and both the Olympic and FIDE Charters.
- Consequently, the Interim Committee should be regarded as an illegal body.

Legitimacy of the Extraordinary General Assembly and its decisions made on 22 June 2023 in Riyadh, KSA

- The ACF Executive Committee, elected on 14 February 2022, has not been relieved of its position by any competent authority as defined by the ACF Statutes, (i.e. its General Assembly, independent judicial committees, or FIDE).
- The ACF General Secretariat (at that time) continued to exercise its duties as stipulated in the ACF Statutes, and no decision has been issued to relieve it of those responsibilities. Therefore, the invitation and convening of the ACF Extraordinary General Assembly meeting on 22 June 2023 by the Interim Committee, contravened Article 22 of the ACF Statutes, which stipulates that invitations must be sent by the ACF General Secretariat.

- The motion to withdraw confidence was irregular as it should be supported by a three-fourths majority of the delegates representing the members of the ACF as specified in Article 28 of the ACF Statutes. This motion did not achieve the aforementioned required majority as only sixteen (16) out of twenty-one (21) members voted in favour. Consequently, the decisions made during the ACF Extraordinary General Assembly meeting on 22 June 2023, to assign an Interim Committee to manage the ACF's affairs and to invite the AFC Extraordinary General Assembly for the election of a new AFC's Executive Committee are considered defective.
- As a result, the ACF's Executive Committee elected on 14 February 2022 remains the responsible body for managing the ACF affairs.

Legitimacy of the procedures for inviting and convening the Extraordinary General Assembly and its Decisions on 24 December 2023 in Sharjah, UAE

- The invitations for the General Assembly to be held in Riyadh, KSA, were issued by the Interim Committee. This action violated Article 22 of the ACF Statutes as well, which stipulates that invitations must be sent by the ACF General Secretariat.
- The General Assembly meeting was chaired by Mr. Hisham Al Gondi, who is neither the president, vice president, nor the most senior member of the ACF Executive Committee. This constitutes a violation of Article 19 of the ACF Statutes.
- Increasing the number of vice presidents from two to four and reducing the number of elected ACF Executive Committee members from six to four requires an amendment of the ACF Statutes before nominations for these positions can take place, which violates Article 32 of the ACF Statutes.
- The motion to increase the number of representatives was made in a manner that disregarded the established procedures for amending the ACF Statutes, and the motion itself failed to achieve the required relative majority of three quarters (75 percent) in accordance with Article 28 of the ACF Statutes.
- Even if the motion had been successful, it could not be applied retroactively. Therefore, the ACF Statutes must be amended first to determine the number of vice presidents and the eligibility criteria for nomination. However, the nomination process for four positions occurred prior to any amendment of the Statutes.
- Given that the election process for the ACF Executive Committee on 24 December 2023 was not legitimate and violated democratic procedures, FIDE's actions indicate:

- A disregard for Article 2.13 of the FIDE charter (edition 2020), which mandates adherence to “Basic Universal Principles of Good Governance of the Olympic and Sports Movement” as adopted by the IOC.
 - A failure to uphold the principles stated in Article 4.2 of the FIDE Charter (edition 2020), which asserts the autonomy of chess and sport.
 - A violation of the principles in Article 4.10 of the FIDE Charter (edition 2020), which states that: “*FIDE must remain neutral regarding the internal affairs of its members while having the right and responsibility to evaluate their compliance with FIDE principles and obligations.*”
 - A neglect of its own commitment to resolving the legitimacy of the ACF management in line with democratic procedures.
 - An encouragement for its members to breach their obligations as stated in Article 11 of the FIDE Charter, which asserts independence from any government or private institution, except as mandated by national law.
- Therefore, the procedures for inviting and convening the Extraordinary General Assembly on 24 December 2023 were conducted in violation of the ACF Statutes, making its decisions invalid and illegal.
- Thus, the decision by FIDE to recognize the ACF Executive Committee elected on 24 December 2023 was not compliant with democratic procedures and violated both the ACF Statutes and the FIDE Charter.
80. On this basis, the Appellants submitted the following requests for relief:
- “1) *To accept this appeal*
 - 2) *To annul the decision appeal against.*
 - 3) *To declare that the ACF Executive committee elected on February 2022 is the ACF body responsible to manage the ACF affairs in accordance to ACF statutes.*
 - 4) *The respondents should bear all financial incurred by the appellants in this appeal.*
 - 5) *The respondents should pay to the appellants’ amount of 15000 USD as legal services cost”.*

B. The First Respondent

81. The First Respondent’s Answer was not submitted to the CAS in accordance with Article R31 para. 3 of the CAS Code, and hence deemed inadmissible, as was further communicated by the CAS Court Office to the Parties per date of 19 September 2024.

C. The Second Respondent

82. The ACF's submissions, in essence, may be summarized as follows:

Jurisdiction

- The ACF Statutes do not contain a provision that grants jurisdiction to CAS.
- The ACF has a General Assembly to which it refers in the event of any differences or disputes among the members of the ACF.
- In addition, the UASF has the authority to direct all member federations in the event of a dispute to mediation.
- Moreover, none of the ACF members signed an arbitration agreement, nor did any of them agree to or sign any written agreement requiring that any dispute arising between them should be referred to CAS.
- Therefore, CAS is not competent to consider this dispute.

Substance

- The Interim Committee was granted the powers to conduct the ACF's work, including to summon the Extraordinary General Assembly in accordance with the ACF Statutes.
- The former ACF Executive Committee committed many procedural, legal and financial violations during its term.
- The ACF Extraordinary General Assembly held on 22 June 2023 in Riyadh, KSA, withdrew confidence from the Chairman and four other members in accordance with Article 17 para. 13 and Article 45 of the ACF Statutes. The ACF Extraordinary General Assembly was held in the presence of eighteen (18) out of twenty-two (22) member federations, and the decision to withdraw confidence was unanimously approved. Therefore, it is considered legally valid in accordance with Article 24 of the ACF Statutes.
- The ACF Extraordinary General Assembly on 24 December 2023 in Sharjah, the UAE, was also held in the presence of the legal majority, as there was a quorum in attendance (twenty-one (21) out of twenty-two (22)) members, and its decisions, *inter alia*, to elect the new ACF Executive Committee, were thus issued legally in accordance with the ACF Statutes.
- Accordingly, all procedures prior to the convening of the ACF Extraordinary General Assembly were valid procedures.

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

- “1) *The case dismissal since the indicated Court did not have jurisdiction to consider it.*
- 2) *The lawsuit was dismissed since it violated the law and Arab Chess Federation Statute.*
- 3) *Binding the appellants to pay the legal and statutory fees and expenses.”*

VI. JURISDICTION

84. Prior to addressing the admissibility of the appeal, considering that the jurisdiction of the CAS is disputed by the Respondents, the Sole Arbitrator will first address the issue of CAS jurisdiction over the present matter.

85. In this respect, Article R47 para. 1 of the CAS Code states that:

“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.”

86. As the Appealed Decision concerns a decision of FIDE, the Sole Arbitrator finds that in order to address this issue, reference must be made to the FIDE Charter.

➤ *Positions of the Parties*

87. In particular, the Appellants argue that jurisdiction of the CAS stems from Article 35.1 of the FIDE Charter, which reads as follows:

*“Article 35 Appeals against FIDE decisions
35.1 Except if otherwise provided in this Charter, any final decision taken by a FIDE organ may be challenged exclusively by way of appeal before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, which will resolve the dispute in final and binding manner in accordance with the Code of Sports-related Arbitration.”*

88. Additionally, the Appellants argue that the FIDE Charter lacks a provision designating which FIDE organ is competent to render a decision such as the Appealed Decision. According to the Appellants, neither Article 18.1 nor 18.3 of the FIDE Charter grants the FIDE President the authority to make such a decision, as alleged by the First Respondent. In addition, there are no internal legal remedies available as the Appealed Decision constitutes a “final decision”.

89. On the other hand, the First Respondent contends that CAS lacks jurisdiction over the present matter, claiming that the Appellants failed to exhaust all internal legal remedies, according to Article 35.3 of the FIDE Charter: “An appeal before the CAS may only be brought after FIDE’s internal procedures and remedies have been exhausted”. According to FIDE, the Appealed Decision was made by the FIDE President, who is the sole authority empowered to make such decisions. Consequently, the Appellants were first required to appeal to the FIDE General Assembly as per Article 18.11 of the FIDE Charter, which states:

“The President’s decisions are immediately applicable and mandatory, they may be appealed to the Council – when established by the Internal Rules of the Council – and to the General Assembly.”

90. Furthermore, FIDE asserts that it is standard legal practice to not specify every single decision in connection to responsibilities of each organ or legal entity, but rather to specify an organ responsible for a group, or type of decisions. Additionally, FIDE argues, with reference to Article 35.4 of the FIDE Charter, that only parties directly aggrieved by a decision may appeal to the CAS. As the Appellants do not have direct interest in the appeal, so argues FIDE, the appeal should not be reviewed by the CAS.

➤ *Findings of the Sole Arbitrator*

91. Having taken note of the above positions and against the above legal framework, the Sole Arbitrator observes that most of the abovementioned arguments made by the Appellants and the Respondents relate to the exhaustion of internal legal remedies. The Sole Arbitrator is aware that there is some debate as to whether the “exhaustion of legal remedies” is a question of jurisdiction or a question of admissibility (RIGOZZI/HASLER, in ARROYO M.(Ed.), *Arbitration in Switzerland*, Article R47 CAS Code, marg. No. 37; See also MAVROMATI/REEB, *The Code of the CAS*, R47, marg. no. 12 and 32). However, the Sole Arbitrator does not consider this to be a matter concerning the jurisdiction but rather an issue concerning the admissibility of the appeal, more specifically whether the Appellants have exhausted the internal legal remedies available before turning to CAS. The Sole Arbitrator subscribes itself to CAS jurisprudence in this respect (see, *inter alia*, CAS 2019/A/6298):

“77. It is debated in legal doctrine whether exhausting internal legal remedies is an admissibility requirement (pro: RIGOZZI/HASLER, Article R47 CAS Code, in: Arroyo (Ed.), Arbitration in Switzerland, Vol. II, 2018, p. 1583) or a matter of jurisdiction (pro: MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, p. 391). According to Rigozzi/Hasler ‘[i]t must be emphasized that although the ‘exhaustion of internal remedies rule’ constitutes a mere admissibility requirement, it is treated as a precondition for CAS jurisdiction in the context of actions to set aside CAS awards based on Art. 190(2) (b) PILS, meaning that the issue can be reviewed with unfettered powers by the Swiss Supreme Court.’ (RIGOZZI/HASLER, Article R47 CAS Code, in: Arroyo (Ed.), Arbitration in Switzerland, Vol. II, 2018, p. 1584).

78. The Panel favours considering the issue as an admissibility requirement. First, this is in line with the Parties’ written and oral submissions that considered it to be an issue of admissibility. Second, because the requirement does not serve to distinguish the Panel’s mandate from the Parties’ access to justice before state courts. By submitting to CAS jurisdiction, the Parties wanted to exclude any kind of recourse to state courts. In particular, they did not want to enable a party to file an appeal before state courts in all matters, in which a CAS panel finds that the requirements for a ‘decision’ within the meaning of Article R47 CAS Code are not fulfilled. Consequently, the issue whether or not a decision is appealable (within the meaning of Article R47 of the CAS Code) is not aimed at limiting the CAS jurisdiction vis-à-vis state courts. Instead, it is an admissibility issue, since – at the end of the day – the response to the question at stake is dictated by procedural principles such

as procedural efficiency. This Panel finds itself comforted in its view by a comparison with the procedural rules regulating appeals before state courts. In such context whether or not a (preliminary) decision from a previous instance is appealable or not to a higher instance is a procedural matter of admissibility.”

92. In this regard, the Sole Arbitrator will not address these arguments in the context of jurisdiction.
93. What is more, the Sole Arbitrator finds that the argument of the First Respondent that the Appellants were not directly aggrieved by the Appealed Decision is not an issue of jurisdiction, but an issue of standing, which is an issue of the merits. Indeed, as confirmed by legal doctrine, whether or not an appellant has an interest to appeal and, by extension, whether an appellant has standing to sue or appeal, is in principle a question of the merits implying that if their standing to sue or appeal is denied, then the appeal, albeit admissible, must be dismissed (MAVROMATI/REEB, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials*, 2015, p. 411, nr. 65). The Sole Arbitrator will therefore also not address this issue in the context of jurisdiction.
94. Carefully analysing the arguments of the Parties that will be considered by the Sole Arbitrator in the context of jurisdiction, as a point of departure, the Sole Arbitrator notes that, on the basis of Article 35 of the FIDE Charter, CAS is in principle competent as appeal instance for any final decisions taken by a FIDE organ.
95. Turning to the jurisdiction of CAS in the matter at hand, the Sole Arbitrator notes that FIDE did not provide any evidence that the Appealed Decision was issued by the FIDE President. However, even if such evidence had been provided, pursuant to Article 18.11 of the FIDE Charter, the Appealed Decision may have been appealable before the FIDE Council and/or before the FIDE General Assembly, but there is no provision in the FIDE Charter that barred the Appellants from ultimately challenging the decision(s) of such bodies before CAS. The jurisdiction of CAS is thereby established, which is without prejudice to the question whether the admissibility requirements, such as exhausting the available internal legal remedies, were exhausted.
96. This explicitly follows from Article 35.3 of the FIDE Charter, which provides as follows:
- “An appeal before the CAS may only be brought after FIDE’s internal procedures and remedies have been exhausted.”*
97. Neither of the Respondents argued that CAS lacked jurisdiction on the basis of Articles 35.9 or 36 of the FIDE Charter, i.e. no claim was made that the dispute in the matter at hand concerns “*matters related to the application of a sporting rule*” (which are excluded from the scope of review of CAS), or that the ordinary courts in Lausanne, Switzerland, would be competent instead of CAS.

98. Finally, insofar FIDE submits that CAS lacks jurisdiction because the dispute in the matter at hand is not related to sport, the Sole Arbitrator finds that this argument is to be dismissed.
99. Article R27 of the CAS Code, *inter alia*, provides as follows:
- “[...] Such disputes may involve matters of principle relating to sport or matters of pecuniary or other interests relating to the practice or the development of sport and may include, more generally, any activity or matter related or connected to sport.”*
100. The issue in the matter at hand concerns the governance of ACF and the ACF is involved in the “*practice or the development*” of the sport of chess. On this basis, the Sole Arbitrator finds that the dispute at hand is certainly related to sport.
101. In the absence of any other arguments being submitted by the Respondents based on which CAS would allegedly lack jurisdiction, and as a result of all of the above considerations, the Sole Arbitrator concludes that the jurisdiction of the CAS derives from Article 35.1 and 35.3 of the FIDE Charter.
102. It follows that the CAS has jurisdiction to decide on the present dispute.

VII. PRELIMINARY ISSUES

103. The Sole Arbitrator is mindful that several preliminary issues need to be addressed which have been brought to his attention during the course of the present proceedings, such as his motivation as to the decision to declare the Answer of the First Respondent inadmissible as well as several other matters of admissibility as to the filing of additional information from the side of the Second Respondent. However, in view of the outcome of the present proceedings and the fact that the appeal of the Appellants is considered to be inadmissible (which will be further set out under VIII. Admissibility), the Sole Arbitrator does not deem it necessary to address these issues.

VIII. ADMISSIBILITY

104. The Sole Arbitrator observes that there is an issue with the admissibility of the appeal that needs to be addressed by the Sole Arbitrator, which was also communicated to the Parties by means of a letter of the CAS Court Office of 14 May 2024, subsequently followed by a letter of 22 May 2024. For the avoidance of doubt, the fact that the Appellants filed their Appeal Brief on 10 June 2024 after the Appellants’ request for extension had been granted by the Deputy President of the CAS Appeal Arbitration Division, which was communicated per letter of the CAS Court Office of 28 May 2024, does not affect the decision of the Sole Arbitrator. In fact, as clearly follows from the letters of the CAS Court Office of 14 and 22 May 2024, the issue of the bad weather conditions and the late submission of the Appellants’ extension request would be referred to the Panel, once it was constituted. Therefore, the

Sole Arbitrator will now first make a decision whether or not the Appeal Brief was filed in time, more specifically whether the time limit under Article R51 of the CAS Code was respected.

105. In this regard, and to avoid any misunderstanding, the Sole Arbitrator notes, as was communicated by the CAS Court Office on 30 April 2024, pursuant to Article R51 of the CAS Code, that the Appellants had to file with CAS, within ten days following the “*expiry of the time limit for the appeal*”, their Appeal Brief. As a matter of fact, the Appellants contend and provided evidence that the Appealed Decision was notified to them on 1 April 2024, and, consequently, the time limit to file the Appeal Brief expired on 2 May 2024: the 21-day time limit to file the appeal commenced on 2 April 2024 and therefore expired on 22 April 2024. The 10-day time limit to file the Appeal Brief commenced on 23 April 2024 and therefore expired on 2 May 2024.
106. The Sole Arbitrator notes that it is not in dispute that the Appeal Brief was not filed before or ultimately on 2 May 2024. However, what is in dispute is that the Appellants argue that their extension request to file the Appeal Brief, which was made on 3 May 2024 to the CAS, and so one day after the expiry date of 2 May, was filed in time.
107. In fact, as was further explained by the Appellants by means of their letter of 6 May 2024, Thursday, 2 May 2024, was not a working day due to bad weather conditions, which led the governmental authorities in the UAE direct workers in the private sector to remain in their homes and work remotely. Therefore, with reference to Article R32 of the CAS Code, the Appellants explained that Thursday, 2 May 2024, and Friday, 3 May 2024, were no official business days due to these bad weather conditions and, having in mind that 4 and 5 May 2024, respectively, fell on a Saturday and Sunday, therefore, the time limit expired at the end of the subsequent business day which was Monday, 6 May 2024. As the extension request was filed on Friday, 3 May 2024, it was filed in time. For this reason, so argue the Appellants, the appeal is admissible. The Sole Arbitrator notes that the Respondents, however, strongly dispute the admissibility of the appeal and take the position that the appeal is inadmissible in the present matter.
108. Before analysing if the Appellants’ Appeal Brief was filed in time, the Sole Arbitrator wishes to make introductory remarks, starting from Article R51 of the CAS Code.

➤ *Legal framework*

109. Article R51 para. 1 of the CAS Code reads as follows:

“Within ten days following the expiry of the time limit for the appeal, the Appellant shall file with the CAS Court Office a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specification of other evidence upon which he intends to rely. Alternatively, the Appellant shall inform the CAS Court Office in writing within the same time limit that the statement of appeal shall be considered as the appeal brief. The appeal shall

be deemed to have been withdrawn if the Appellant fails to meet such time limit”.

110. As a point of departure, the Sole Arbitrator notes that Article R51 para. 1 of the CAS Code does not contain any vague legal concept or grant him with discretionary authority. The Sole Arbitrator emphasises that it is formulated in a very clear manner. A strict interpretation is justified as highly protected interests of a procedural order are at stake here, that is the predictability of legal decisions and the equality of the parties (cf. amongst others the decision of the Federal Tribunal BGer 4A_600/2008, issued on 20 February 2009, consideration 4.2.1.3; see also CAS 2014/A/3482).
111. In this regard, the Sole Arbitrator further notes that the enforcement of Article R51 of the CAS Code serves the protection of the legal interests of the predictability of legal decisions and the equality of the parties. The enforcement of the rule therefore does not violate the prohibition of excessive formalism but is by all means justified (cf. also the decision of the Federal Tribunal BGer 4A_600/2008, issued on 20 February 2009, consideration 5.2.2; see also CAS 2014/A/3482 and CAS 2020/A/7266).
112. A strict implementation of Article R51 of the CAS Code could only be considered as excessively formalistic if, for example, a respondent would have agreed that the appeal brief was filed in time because in such a case the protection of the interest of the equality of the parties would be granted and there would thus be no point of holding on to the fiction of withdrawal as formulated in Article R51 of the CAS Code. However, as set out above, the Respondents strongly disputed the admissibility of the appeal as it argued that it was not filed in time following Article 51 of the CAS Code.
113. Also, as a preliminary comment, the Sole Arbitrator does not want to leave unmentioned that the consequences of a missed deadline stated in Article R51 of the CAS Code were highly predictable for the Appellants. This results not only out of the, again, very clear wording of Article R51 of the CAS Code and the fact that the Appellants were represented by a professional legal advisor. These consequences were also predictable because the CAS Court Office, with its letter issued on 30 April 2024, as referred to above, explicitly pointed out to the Appellants that it would have to observe the 10-day time limit, otherwise the appeal would be deemed withdrawn (clearly emphasised in bold letters in the original letter by the CAS Court Office).

➤ *No adherence of the deadline*
114. Against the above legal framework, it has to be examined by the Sole Arbitrator if the Appellants, with their extension request, which was filed on 3 May 2024, as set out above, met the deadline requirements as stated in Article R51 of the CAS Code, in particular, whether or not Thursday, 2 May 2024, was a non-working day in the UAE.

115. In this regard, and for the sake of clarity, the CAS Court Office was not informed by the Appellants within the deadline that the Statement of Appeal, which was filed on 3 April 2024, had to be considered as the Appeal Brief, as a result of which this will not be at the centre of the dispute and will not have to be assessed by the Sole Arbitrator. Had the Appellants stated that the Statement of Appeal were to be considered as the Appeal Brief, which again was not the case, there would not be any issue as to admissibility. In any event, the filing of an Appeal Brief by the Appellants on 10 June 2024 clearly suggests that they wished to file legal arguments and evidence in addition to what was stated in and enclosed to the Statement of Appeal.
116. Be that as it may, the Sole Arbitrator recalls that he will have to assess if Thursday, 2 May 2024, was an official non-working day in the UAE. In this regard, the Sole Arbitrator wishes to bring in mind, as was also referred to by the Appellants with reference to Article R32 para. 1 of the CAS Code, that if the last day of the time limit is a non-business day in the location from where the document is to be sent, the time limit shall expire at the end of the first subsequent business day. In this respect, and to support its position, the Appellants argue that the governmental authorities in the UAE, which was due to the bad weather conditions, instructed direct workers in the private sector to remain in their homes and work remotely on Thursday, 2 May 2024.
117. The Sole Arbitrator notes that the evidence relied upon by the Appellants in this respect includes a document issued by the Ministry of Human Resources and Emiratization (MoHRE), which “*advised to apply flexible and remote work patterns*”.
118. It is however clear to the Sole Arbitrator that, based on the information provided by the Appellants along with their letter of 6 May 2024, that Thursday, 2 May 2024 (as well as Friday, 3 May 2024), as was also communicated by the CAS Court Office on 7 May 2024, was not an official non-business day in the UAE. Upon further request of the CAS Court Office, as follows from that same letter of 7 May 2024, the Appellants were granted the possibility to provide evidence that they were unable to file their Appeal Brief as a consequence of the bad weather conditions in the UAE. However, also by means of its letter of 13 May 2024, the Appellants did not provide for any further evidence from which it follows that Thursday, 2 May 2024, was a non-working day. In this regard, the Sole Arbitrator lays emphasis on Article 8 of the Swiss Civil Code (“SCC”) which states that “[u]nless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact”. It is clear to the Sole Arbitrator that the Appellants did not meet their burden of proof. More specifically, the Appellants have not successfully substantiated that they were unable to file their Appeal Brief as a consequence of the bad weather conditions in the UAE and that Thursday, 2 May 2024, was a non-working day.
119. What is more, it clearly follows from the information provided by the Appellants, that workers were advised to work remotely from home. There was no governmental order not to work, let alone that Thursday, 2 May 2024, was declared being an official non-working day. The Sole Arbitrator takes note that counsel for the Appellants states

that he was not able to work remotely on Thursday, 2 May 2024, and that it “*cannot handle and writing from smart phones for different reasons*”, but such reasons do not suffice, at all. In addition, counsel for the Appellant does not explain either, let alone prove, why he was prevented from working remotely. Counsel for the Appellants’ argument that he was prevented from working remotely on 2 May 2024 is also directly contradicted by his own statement in his letter dated 13 May 2024 that “[t]he email sent by CAS on April 30, 2024 regarding the response to statement of appeal filed with CAS on April 3, 2024 was viewed very late in the evening of May 2, 2024”. Accordingly, counsel for the Appellant was apparently able to access letters from the case file on 2 May 2024, which leaves unexplained why he could not file a request for an extension on that same day.

120. The Sole Arbitrator does not want to leave unmentioned either that if the counsel for Appellant truly did not have access to internet, for whatever reason, he could have informed the CAS Court Office accordingly, or authority could have been given to someone with good internet access, at an early stage to avoid the situation that time limits would not be complied with. The Sole Arbitrator notes that an extension request could have been made by Appellants on Thursday, 2 May 2024, instead of Friday, 3 May 2024.
121. In any event, it is clear to the Sole Arbitrator, having in mind the strict interpretation of Article R51 of the CAS Code and its application, as set out above, that it was not demonstrated by the Appellants that Thursday, 2 May 2024, was a non-working day in accordance with Article R32 para. 1 of the CAS Code, or that the Appellants were otherwise prevented from seeking an extension of their deadline to file their Appeal Brief.

➤ *Conclusion*

122. Therefore, in view of the above, the Sole Arbitrator finds that the Appellants did not respect the time limit provided by Article R51 of the CAS Code. The Sole Arbitrator concludes that the appeal of the Appellants in consequence cannot be entertained as it was filed late, resulting in the appeal being deemed withdrawn. Consequently, the appeal filed by the Appellants per date of 3 April 2024 is declared inadmissible.

IX. COSTS

(...).

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The CAS has jurisdiction to entertain the appeal filed on 3 April 2024 by the Sudan Chess Federation and Omar Abdallah Omer Deab against the decision issued on 14 March 2024 by the International Chess Federation
2. The appeal filed on 3 April 2024 by the Sudan Chess Federation and Omar Abdallah Omer Deab against the decision issued on 14 March 2024 by the International Chess Federation is inadmissible.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 26 March 2025

THE COURT OF ARBITRATION FOR SPORT

Frans de Weger
Sole Arbitrator