

LEGAL ANALYSIS OF ARTICLE 64 OF THE FIFA DISCIPLINARY CODE EDITION 2011

The FIFA is well known organisation, which has established effective and efficient system for resolving disputes between the persons and entities connected to football within its own “private” structure. Moreover, the FIFA has also implemented the system for enforcement of decisions taken by judicial bodies of the FIFA and by CAS through imposing sanctions on those who fails voluntarily to comply with decisions or awards.

Although it is disputable whether sports associations may have enforcement powers, which inherent to the state authorities only, imposition of disciplinary sanctions within its organisation implies voluntarily nature: players, clubs or other persons and entities have agreed on being subject to statutes and regulations of the FIFA and other national football associations (“Associations”) and being sanctioned for breaching thereof; anyway they are not prevented to avoid sanctions by simply ceasing to play football professionally and take part in competitions.

Moreover, the validity and conformity of FIFA’s enforcement system to the Swiss public policy was approved by the Swiss Federal Tribunal (“SFT”) in the decision 4P.240/2006 of 5 January 2007¹, when SFT affirmed FIFA’s power to regulate its sport through suitable rules and decision-making processes and allowed to impose disciplinary sanctions upon football clubs or players for failure to comply with CAS awards. Sanctions issued by associations such as FIFA are not in conflict with the state monopoly to enforce monetary judgments.

The SFT has explicitly upheld such private enforcement systems by deciding that the imposition by FIFA of a sanction against one of its direct (Association) and/or indirect members (such as clubs, players, agents or coaches) for failure to comply with a CAS award or with a decision by one of the FIFA judicial bodies, was not inconsistent with public policy. The consent given by the members is considered given voluntarily; just as liquidated damages mutually agreed by two parties in a contract are valid, the same should apply to sanctions imposed by FIFA on its members.

Provisions of the FIFA Disciplinary Code

The first implementation of the “modern” FIFA enforcement system was reflected in FIFA Disciplinary Code (“FDC”) of 2005. Article 68 of the FDC 2005 provided the sanctions for the failure to pay another person a sum of money in full, even though instructed to do so by a body of FIFA, that could be the fine, deduction of points or relegation to the lower division and transfer ban (for clubs) or ban on any football related activity.

Interestingly, FDC 2005 edition was silent regarding the enforcement of the CAS awards, but as was confirmed by CAS itself “*the failure to comply with a CAS award, in addition to the possible enforcement proceedings*”

¹ Appeal against CAS 2006/A/1008 *Rayo Vallecano de Madrid SAD v. Fédération Internationale de Football Association (FIFA)*, award of 21 August 2006.

available at State level, exposes a party affiliated with FIFA also to a possible disciplinary proceeding, in accordance with Article 70 FDC².

Afterwards FDC's provisions on enforcement were amended, both regarding the scope and possible sanctions.

The FIFA Disciplinary Code edition 2009

Article 64 of the FDC edition 2009 provided with more specific and broad provisions on whom the sanctions may be imposed and on which grounds:

"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or CAS (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA or CAS..."

(emphasis added)

Regarding the persons, subject to sanctioning, there were no limitations: anyone who is obliged to comply with financial or non-financial decision could fall under the scope of this article. However, one should understand that meaning of "anyone" is not absolute one: decisions issued by FIFA bodies or awards rendered by CAS *per se* could concern only persons (natural or legal) being involved in football activities and being obliged to obey football statutes, rules and regulations of national and international level. Furthermore, term "anyone" is also limited to those over whom the FIFA has jurisdiction as was mentioned in Article 3 of the FDC 2009. For instance, FIFA cannot issue decision against a non-licensed player's agent or lawyer acting on behalf of the player³. Also due to its nature the sanctions provided by Article 64 of the FDC 2009 could be imposed only on those, who are actually involved in football-related activity, and towards whom sanctions may have effect.

Concerning the decision itself, Article 64 provided with mechanism of enforcing instructions or decisions rendered by "*a body, a committee or an instance of FIFA or CAS*". Given that no restrictions were envisaged, one could assume that any decision by FIFA or CAS fell within the scope of Article 64. Determining the meaning of "decision" for the purposes of appeal, CAS jurisprudence established that *a decision is a unilateral act sent to one or more determined recipients and is intended to produce legal effects*⁴. Moreover the scope of Article 64 of the FDC 2009, and this will be discussed later, also should include CAS awards rendered under ordinary proceedings.

Sanctions that could be imposed pursuant to FDC 2009 were as follows:

- 1) a fine amounting to at least CHF 5,000 (could be imposed on anyone, and could not exceed CHF 1,000,000 subject to limitation by Article 15(2) of the FDC 2009);

² CAS 2005/A/957 *Clube Atlético Mineiro v. Fédération Internationale de Football Association (FIFA)*, award of 23 March 2006, para. 26.

³ See, e.g. Article 4(3) of the FIFA Regulations Player's Agent, edition 2008.

⁴ CAS 2004/A/659 *Galatasaray SK v. Fédération Internationale de Football Association (FIFA) & Club Regatas Vasco da Gama & F. J.*, award of 17 March 2005, para. 10; see also CAS 2012/A/2750 *Shakhtar Donetsk v. FIFA & Real Zaragoza S.A.D.*, award of 15 October 2012, para. 94.

- 2) points deduction or demotion to a lower division (only for clubs, deduction should be proportionate to the amount owed);
- 3) transfer ban (only for clubs);
- 4) ban on any football-related activity (against natural persons).

Amendments to the FIFA Disciplinary Code

During the FIFA Executive Committee meeting in Zurich, Switzerland on 30 May 2011 the FDC was amended. In particular, the amendments affected Article 64 of the FDC. Currently Article 64(1) reads as follows:

“1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a subsequent CAS appeal decision (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA, or by CAS (subsequent appeal decision)...”

(emphasis added)

As we can see from the text, list of persons subject to sanctioning have not been changed (although the meaning “anyone” currently also more precisely refers to “associations” given that particular sanctions can be imposed thereon). However, the main and important change concerns the type of decisions that can be subject to Article 64. In particular, FIFA may impose sanctions only for non-compliance with “subsequent CAS appeal decision”. Taking into account FIFA Circular no. 1270, Article 64 of the FDC 2011 “*is now exclusively limited to those cases that had previously been dealt with by a body or a committee of FIFA*”⁵. In other words, the amendment implies that FIFA will enforce the only CAS decisions which have been previously dealt with by FIFA.

Before analysing this amendment, one should understand that CAS awards (although basically being rendered either within ordinary arbitration proceedings or appeal arbitration proceedings⁶), for the purposes of these analyses, could be tentatively divided into 3 groups:

- a) CAS awards rendered in ordinary arbitration proceedings;
- b) CAS awards rendered in appeal arbitration proceedings concerning the decisions of national football associations or their judicial bodies;
- c) CAS awards rendered in appeal arbitration proceedings concerning the decisions of the FIFA.

Nowadays Article 64 of the FDC 2011 applies only to awards of group (c), while before Article 64 in the FDC 2009 was drafted broadly, had no requirements for the CAS awards and could include also awards of (a) and (b).

⁵ FIFA Circular no. 1270, of 21 July 2011.

⁶ CAS Code of Sports-related Arbitration, Article R27(1).

Advantages of amendments

Obviously, the FIFA, implementing such amendments, was bearing in mind certain positive impact that such exclusion would bring. We are not talking about the reduction of the volume of disciplinary proceedings regarding enforcement of CAS awards that previously were not dealt with by the FIFA, although to some extent it could also be a reason.

Exclusion of CAS awards concerning the decisions of Association or their judicial bodies (group (b)) can be seen reasonable:

- initial decision was issued by Association or judicial body (NDRC, court of arbitration, disciplinary committee, etc.), falls within jurisdiction of these organs and should be enforced by national mechanisms;
- the merely fact that parties appealed the decision to the CAS could not automatically “switch on” the possibility for the parties to enforce CAS appeal award through the FIFA system based on Article 64; it could lead to the situation when decisions of one judicial body could have different “enforcement effect” depending on absence or presence of the appeal to CAS;
- most of the decisions taken by the Associations or judicial body concerns internal matters and relates to the players, football clubs, coaches or other persons that fall under jurisdiction of Association. Application of Article 64, even if possible, would not make the enforcement efficient as far as sanctions imposed by FIFA are implemented through the relevant associations (Article 64(2)). From practical point of view, there is no sense to ask FIFA to enforce the decision of the national judicial body, if at the end the decision would be enforced by the Association and party could ask it directly. The difference may occur when sanctions that could be imposed by the FIFA and Association vary, or when Association has no jurisdiction over the person against whom the decision was issued.

Exclusion of CAS ordinary awards could also have reasonable grounds. Pursuant to Article R27 of CAS Code of Sports-related Arbitration (“CAS Code”), ordinary arbitration proceedings may arise out of an arbitration clause or by a later arbitration agreement between any parties and the dispute may involve any activity or matter related or connected to sport. Therefore, due to such broad definition, actually any party may agree to submit their dispute to the CAS; the only requirement is that the subject matter somehow relates to sport. Moreover, Article 64 of the FDC 2009, as mentioned above, was also drafted broadly and did not specify, at least the text was quite clear, any limitation regarding the involved parties to CAS proceedings and type of CAS award that can be subject to enforcement. Also the words “*such as*” in the text “*Anyone who fails to pay another person (such as a player, a coach or a club)...*” could not be understood other than an example, reference to an unexhausted list of persons, rather than limited list of persons against whom the sanctions could be imposed. The only limitations were persons over whom the FDC in general had jurisdiction (Article 3 of the FDC) and on whom the sanctions could be imposed. Article 76 of the FDC also authorises FIFA Disciplinary Committee (“FIFA DC”) “*to sanction any breach of FIFA regulations which does not come under the jurisdiction of another body*”.

Thus what we could have at the end without amending Article 64: CAS ordinary award between “football” and “non-football party” (for instance, between club or player and sponsor, broadcasting company, company dealing with image rights or any other party out the scope of the FIFA), which will

be in favour of the “non-football party” and which that party would like to enforce against “football party” (player, club, etc.) through the FIFA enforcement mechanism. Given that Article 64 was drafted broadly and the general idea was to urge parties to respect CAS awards, failure of the club or the player to respect CAS ordinary award, even in favour of “non-football party”, should be deemed still as violation of the FDC and could be sanctioned. Therefore, exclusion of CAS ordinary awards and limiting the possibility to use the FIFA enforcement system only for the members and against the members of the FIFA community seems reasonable.

The other reason to exclude CAS ordinary awards could be a potential abuse the parties may have when referring directly to CAS, skipping the FIFA as first instance. According to Article 17.3 and 17.4 of the FIFA RSTP, player and club shall be subject to sporting sanctions (restriction on playing in official matches or ban from registering new players, respectively) in the case a player or a club is found to be in breach of contract (inducing the breach) during the protected period. The FIFA DRC can impose sporting sanctions *ex officio*. However, parties are not always interested in sporting sanctions for the counterparty; their main concern is the amount of compensation due from the breach of contract. Consequently, parties, referring directly their employment-related disputed to CAS ordinary procedure without claim on sporting sanctions, to certain extent “escape from the justice” of the FIFA. Furthermore, bearing in mind the legal principle of *ultra non petita* and provisions of Article 190.2 (c) of the PILA⁷, according to which arbitral award may be annulled if the arbitral tribunal’s decision goes beyond the claims submitted to it, the application by the CAS panel of sporting sanctions *ex officio* could bring doubts to the validity of such award in general. Moreover, CAS awards and arbitral proceedings are confidential. Thus it could be the FIFA’s concern that all employment-related disputes should be submitted first to the FIFA DRC, which could be achieved by excluding CAS ordinary awards from the scope of Article 64.

It could also be true, that this amendment was based on the idea to promote the dispute resolution system established by the FIFA. Nowadays any dispute that may arise between clubs, players, coaches, associations or any other persons under the FIFA jurisdiction can be resolved by either judicial bodies of the FIFA (having international dimension) or judicial bodies within Association (national disputes). Recourse to CAS ordinary proceedings, even given that CAS is recognized by the FIFA, still should be deemed as deviation from the dispute resolution system established by the FIFA. Thus in order to prevent parties from the so-called “forum shopping”, the FIFA, by limiting possibilities to enforce CAS ordinary awards through Article 64, could encourage them to use the internal dispute resolution system within FIFA.

Disadvantages of amendments

On the other hand, the amendments could have certain negative effect, particularly on the parties. Currently the parties are compelled to bring the claim to the FIFA, in order to be able in the future to enforce FIFA decision or CAS appeal award through Article 64. Whether it will make the mechanism of resolving international football disputes more efficient? Probably not, because now the parties require more time to get final decision, at least because resolving dispute in one instance (CAS ordinary procedure) should be faster than in two instances (FIFA DRC or PSC and possibly CAS appeal procedure).

⁷ Swiss Federal Statute on Private International Law, of 18 December 1987.

Moreover, the Circular no. 1270 is silent on how to deal with CAS ordinary proceedings initiated before the amendments have come into force. Given that Article 4 of the FDC is clear enough and the code applies to facts that have arisen after it has come into force, notwithstanding that parties were not aware (and could not reasonably assume) that Article 64 will be changed, failure to respect a decision takes place only when the losing party fails to pay another person or fails to comply with a decision. Thus even if CAS proceedings were initiated before the amendment, any CAS ordinary award is now subject to another enforcement procedures.

Also the amendment made a significant impact on the parties with the contracts providing arbitration clauses in favour of CAS ordinary proceedings. Many parties had to renegotiate the contracts, excluding the clause or modifying it in favour of the FIFA, to ensure the enforceability pursuant to Article 64.

Another important issue the amendment raised is uncertainty on the enforcement of CAS ordinary awards. Excluding such decisions from the scope of Article 64, the FIFA did not mention how parties can enforce them afterwards. Neither Circular no. 1270 clarifies this issue. Therefore, the parties are urged to seek alternatives to Article 64, which are discussed below.

How to enforce CAS awards rendered within ordinary arbitration proceeding?

New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958

As alternative to the FIFA enforcement system, any party has a right to enforce any CAS award according to the ordinary proceeding peculiar to arbitration. Ideally arbitral awards shall be performed voluntarily. However, if the losing party fails to carry out an award, the winning party needs to take steps to enforce performance of it. The main international treaty that applies to the recognition and enforcement of international arbitral awards, including CAS awards, is the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (“New York Convention”) that has the widest scope of application, being ratified by 149 countries⁸.

In general, the procedure of recognition and enforcement of arbitral awards is regulated in more detail by national legislation of the country where enforcement is sought, and may vary from jurisdiction to jurisdiction: for instance, in Switzerland the winning party may go with arbitral award directly to the state enforcement service, while in other countries, including France, Germany, Sweden, Russia and Ukraine, the party should ask the national court to recognize international arbitral award and grant permission for its enforcement, and only after having enforcement order (exequatur) the party may ask state enforcement service for coercive enforcement against the debtor. Obviously, the enforcement of arbitral awards takes place in the country where the debtor (losing party) domiciles or its main assets are located.

However, whether the recourse of the parties to the national courts to resolve their dispute, including enforcement of the CAS awards, is consistent with the principles implemented by the FIFA? Article 68.2 of the FIFA Statutes reads as follows:

“2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.”

(emphasis added)

⁸ Status of the New York Convention, http://www.uncitral.org/.../NYConvention_status.html

It seems paradoxical, but currently we have the situation when CAS ordinary awards, even between parties being both under the jurisdiction of the FIFA, could not be enforced through the FIFA enforcement system, while the recourse to the ordinary courts, and this is another option how CAS ordinary award can be enforced, is prohibited.

Enforcement by the national football associations

In order to avoid the recourse to the ordinary courts, the parties should probably have the possibility to enforce CAS ordinary awards within the football structure. An alternative to Article 64 of the FDC 2009 could be the authority of the national associations to enforce all CAS awards through their internal enforcement system, which should be similar to the one the FIFA has. Although Article 64 currently contains new paragraphs 6 and 7 regarding the extension of enforcement powers of Associations, and they will be analysed below, these paragraphs are not applicable to CAS awards. In general, the FDC 2011 neither prevents nor specifically empowers the Associations to enforce CAS ordinary awards using internal enforcement system.

Nevertheless, the party trying to enforce CAS ordinary award, may refer to the FIFA Statutes. Although Article 13.1(a) of the FIFA Statutes impose obligation on the FIFA members to “*comply fully with [...] the decisions of the Court of Arbitration for Sport (CAS) passed on appeal...*”⁹, which corresponds to the approach taken by Article 64 of the FDC 2011, Article 68.1 can be the key to solve this issue:

“1. The Confederations, Members and Leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated Players and Officials comply with the decisions passed by CAS. The same obligation shall apply to licensed match and players’ agents.”

(emphasis added)

It could be contested, whether Association, its national disciplinary committee or other competent body within Association, lacking any specific procedural provisions and competence to enforce any CAS awards in particular, can enforce such awards based on Article 68.1 of the FIFA Statutes and/or applying national enforcement procedure “by analogy”.

However, as practise shows, enforcement of CAS ordinary awards using this approach can be even more efficient than applying Article 64. According to the unofficial position of the FIFA, Associations are competent to enforce any other CAS awards out of the scope of Article 64, given that FIFA DC can enforce only decisions passed by the FIFA or subsequent CAS appeal decisions. Therefore, the party, when trying to enforce CAS ordinary award, should ask first the appropriate Association, where the debtor (club, player or other person) is registered. If the relevant Association refuses to enforce a decision or simply does not answer to the request, the party can ask FIFA to initiate disciplinary proceedings against the Association itself, given that latter violates the provisions of the FIFA Statutes (Article 70) by doing nothing to ensure the enforcement of the CAS award. Although it is not provided by any statutory provisions, the FIFA following such request sends a letter to the relevant Association, establishing a deadline until which it should inform about the steps taken to enforce CAS award, failure of which could trigger any further consequences for the Association. At the end, the Association receiving such “recommendations” from the FIFA, notwithstanding the absence of any specific

⁹ The FIFA Statutes, of July 2013, Article 13.1(a).

internal provisions on enforcement of CAS ordinary awards, somehow force its member to comply with CAS award.

Consequently, it seems that FIFA, limiting own scope on enforcement of CAS ordinary awards by implementing amendments to Article 64, simultaneously open other possibilities how such awards can be enforced. Moreover, many Associations have adopted, at least in the statutes, general provisions obliging their members to comply with CAS awards¹⁰.

Exception to the general application of Article 64 of the FIFA Disciplinary Code

One should also bear in mind that Article 64 of the FDC has an exception to its general application that is based on Article 107(b) of the FDC (it is the identical in 2009 and 2011 editions), according to which disciplinary proceedings, including those related to the enforcement of FIFA decisions or CAS awards, may be closed if a party declares bankruptcy. Obviously, the decision of any judicial body, be it FIFA or CAS, could not be enforced against the party, that does not exist anymore, and application of Article 64 has no merits.

However, one should distinct between party being bankrupt and party being under insolvency or administration, *i.e.* trying to improve its financial situation. As was established by CAS, “*although [...] FIFA is in general entitled to close disciplinary proceedings if a club is involved in insolvency proceedings [...] the word "may" in article 107(b) [FDC], implies that the FIFA Disciplinary Committee has a discretion to close proceedings, but no obligation to do so.*”¹¹ Given the circumstances of each particular case, closure of the disciplinary proceedings in regards to the enforcement due to the insolvency of the debtor may be wrong, and more appropriate measure could be suspension of the sanction, that arose out of Article 64 of the FDC.

Other amendments to the FIFA Disciplinary Code

Responsibility of associations

As was mentioned above, new FDC 2011 more precisely expands the meaning of “anyone” and provides with a possibility to impose sanctions on member associations, which also “*may be considered as offenders*”.

Although previous edition of the FDC did not preclude from imposing fine as a sanction on the member association for non-complying with decision of FIFA or CAS, amendments of 2011 provides with a possibility to impose on Associations more severe sanctions, not limited by the fine only, and including expulsion from a FIFA competition.

Enforcement of the decisions by a court of arbitration or NDRC

In order to extend the responsibility for enforcing decisions to the Associations, provisions of Article 64(6) and 64(7) has been added to the FDC 2011, according to which the national association of the deciding body shall bear the responsibility for enforcing any financial or non-financial decision that has been pronounced against a club or the natural person by a court of arbitration within the relevant

¹⁰ See, *e.g.*, Statute of the Football Federation of Ukraine, art. 3(1.2); Statute of the Russian Football Union, art. 47(2); Statute of the German Football Association, art. 14.1(e).

¹¹ CAS 2012/A/2750 *Shakhtar Donetsk v. FIFA & Real Zaragoza S.A.D.*, award of 15 October 2012, para. 132.

association or by a National Dispute Resolution Chamber (“NDRC”), both of which must be duly recognized by FIFA¹².

From the first glance such provisions may substantially facilitate the enforcement system within FIFA on the national level. However, does it really so? Even before the amendments to the FDC were implemented, probably all associations, which had judicial bodies, also had own enforcement system for decisions of such bodies. At least such obligation was envisaged by the FIFA¹³. It is not clear why FIFA has inserted provisions in the FDC 2011 that should exist on the national level before.

Moreover, reading literally Article 64(6) and 64(7), it is difficult to imagine how the requirement that a court of arbitration within the relevant association or NDRC must be duly recognized by the FIFA, will be fulfilled on practice. If the decision was issued by NDRC or other body, national association always treats its own deciding body as the one that complies with all requirements of FIFA, even if it does not. And if such decision was not appealed, national association will enforce it through its mechanisms notwithstanding the fact that such decision was issued by NDRC or other body that is not recognized by FIFA.

Also amendments to the FDC give rise to interesting considerations and questions. Do provisions of Article 64(6) and 64(7) impose obligation on the national association first to seek recognition from the FIFA of its deciding body (court of arbitration or NDRC) before it could enforce the decision of such body? Weather national association is empowered at all, given regard to these amendments, to enforce decisions issued by the judicial bodies that are not dully recognized by FIFA? Although these questions are open, more likely, such requirement will have no practical implication and national associations will be able to enforce decisions of their internal juridical bodies even if such bodies are not recognized by FIFA.

The only crucial change is the one provided by Article 64(7). According to this provision, decisions of the NDRC or court of arbitration of previous national association, both dully recognized by FIFA, shall be enforced by the person’s (players and coaches) new association. Ideally, it will open the room for enforcing the decisions against the players or coaches that escaped from the jurisdiction of the national association by signing the contract with the club of another association, and against which the decisions were issued by the judicial body of the previous association. Given that provision does not mention persons that may ask new association about enforcement, particularly it will be important for the clubs seeking the enforcement of monetary compensation for premature termination of the employment contracts with players and/or imposition of sporting sanctions. Previously such enforcement was possible only by using Article 136 of the FDC 2009, and only followed by the request of the Association to FIFA, not the club.

However, the question of whether the person’s new association should check whether the NDRC or other judicial body of previous association is recognized by the FIFA is still left open. Moreover, it is unclear what to do in the situation, when new association will refuse such enforcement based on the lack of FIFA’s recognition or any other reason, while the person seeking enforcement (for instance,

¹² FIFA Circular no. 1270, of 21 July 2011.

¹³ See, *e.g.*, Article 145(3) of the FDC 2009, providing that associations shall also incorporate the certain provisions of the FDC to achieve the objective of harmonising disciplinary measures, with a liberty to choose the means and wording, including provisions of Article 64.

previous club of the natural person) will be insisting on it. What body, if any, will be competent to decide the dispute with this regard between the previous club and person's new association?

Although provisions of Article 64(6) and 64(7) are aimed to facilitate the enforcement of the decisions issued by national judicial bodies, their application may still create ambiguity and uncertainty.

Conclusions

Although amendments to Article 64 are aimed to improve the enforcement system of the FIFA and their effects are seemed reasonable for certain matters, they have also brought uncertainty on how CAS ordinary awards can be enforced otherwise. Moreover, the parties are faced with a dilemma: to go directly to the CAS, bearing the risk regarding enforcement, or refer to the dispute resolution system established by the FIFA, but having a possibility that final decision will be received later comparing with CAS ordinary award.

Still there are alternatives to Article 64, and CAS ordinary awards can be enforced by other means, sometimes even more efficiently than it was before.

Additional provisions of Article 64, notably paragraphs 1(d), 6 and 7, will improve the system in general, although there are certain questions that are left open.

Author of this article:

Anton Sotir