



Arbitration CAS 2016/A/4654 Saudi Arabian Football Federation (SAFF) v. Fédération Internationale de Football Association (FIFA), award of 16 January 2017 (operative part of 25 November 2016)

Panel: Mr Hendrik Willem Kesler (The Netherlands), President; Mr Lars Hilliger (Denmark); Mr Dirk-Reiner Martens (Germany)

Football

Right of a national association to play a home game in its home country in view of the World Cup

Nullity of any restriction related to CAS jurisdiction beyond the ones enumerated in FIFA Statutes

Standing to sue

FIFA standing to be sued

Right to be heard of the association entitled to host a home game

CAS de novo competence

- 1. FIFA Statutes provide for a clearly defined right to lodge an appeal before CAS against internally final and binding decisions of FIFA. Although CAS is provided with a wide margin of jurisdiction, this is not an unrestricted right, because specific exceptions to this general rule are given in article 58(3) of the FIFA Statutes. Yet, according to the principle of legality, absent a legal basis in the FIFA Statutes, FIFA cannot further restrict the scope of decisions that can be appealed before CAS in the FIFA World Cup (WC) Regulations, since they are regulations of a lower hierarchy than the FIFA Statutes. FIFA's reference to a *lex specialis* is only applicable insofar regulations are of the same hierarchical level. As a result, insofar as the FIFA WC Regulations purports to restrict the type of internally final and binding FIFA decisions that can be appealed to CAS beyond the restrictions enumerated in article 58(3) of the FIFA Statutes, such restriction is null and void.**
- 2. Article 3(4) of the FIFA WC Regulations does not restrict the type of entities or persons entitled to challenge a final and binding FIFA decision before CAS. Likewise, the FIFA Statutes do not prevent a national association which has a legitimate interest from challenging a final and binding FIFA decision before the CAS.**
- 3. Where a national association is seeking something directly from FIFA that can only be granted to it by FIFA, the dispute is primarily between a national association and FIFA. Consequently, FIFA has standing to be sued.**
- 4. Based on FIFA WC Regulations and on the FIFA Disciplinary Code (2011 edition), the right to play a home game in the country where the association is based is not an absolute right, but a general right that can only be deviated from in certain specific situations. In any event, if FIFA is of the intention to take away an association's right to host its home match against an opponent association on the basis of article 3(3)(b)**

of the FIFA WC Regulations, it is obliged to hear the views of this association first pursuant to article 14(1) of the FIFA WC Regulations. The failure to conduct any negotiation with the association constitutes a violation of the latter's right to be heard.

5. CAS panels usually cure a violation of the right to be heard themselves without referring the matter back to the first instance. A case where the national association's right to be heard was a precondition for FIFA to interfere and render a decision is however different from the majority of cases before CAS where a party argues that its right to be heard has been violated. In such situation, a violation of the right to be heard cannot always simply be repaired in the proceedings before CAS. It is in principle a good reason to refer a matter back to the first instance in order to open a negotiation before deciding on the issue. Yet, the matter is not to be referred back to the FIFA where negotiation between the parties at this stage is bound to fail.

I. PARTIES

1. The Saudi Arabian Football Federation (the "Appellant" or "SAFF") is the governing body of football at domestic level in the Kingdom of Saudi Arabia ("Saudi Arabia"). SAFF has its registered office in Riyadh, Saudi Arabia and is affiliated to the *Fédération Internationale de Football Association*.
2. The *Fédération Internationale de Football Association* (the "Respondent" or "FIFA") is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the world governing body of football.
3. The Iraqi Football Association (the "Intervening Party" or "IFA") is the governing body of football at domestic level in the Republic of Iraq ("Iraq"). IFA has its registered office in Baghdad, Iraq and is also affiliated to FIFA.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the parties' written and oral submissions and the evidence provided in the course of the present appeal arbitration proceedings and the hearing. This background is made 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.
5. SAFF is one of the national member federations of the Asian Football Confederation ("AFC"), which is one of the six geographical confederations governing football globally. Out of the 46 participating member associations, the 12 lowest-ranked teams of AFC contested Round One of the 2018 FIFA World Cup Russia Qualifiers – AFC Zone in March 2015.

6. The six Round One winners advanced to Round Two and joined the 34 national member teams in AFC. 40 teams were therefore drawn into eight round-robin home-and-away groups of 5 teams each (although one country was disqualified from the competition by a decision of the FIFA Executive Committee on 30 May 2015). The matches in Round Two were played between June 2015 and March 2016.
7. The 8 group winners and 4 second placed teams advanced to Round Three where matches are to be played between August 2016 and September 2017. The 12 teams qualifying from Round Two were drawn into two groups of 6 teams each, with each team competing in a round-robin format playing matches home and away. The 2 group winners and the two group runners-up will qualify for the 2018 FIFA World Cup Russia. The third placed teams of the two groups will advance to Round Four where the teams will play each other home-and-away, with the winner advancing to the intercontinental play-off. The AFC Zone winner will meet the CONCACAF Zone winner home-and-away and the winner will qualify for the 2018 FIFA World Cup Russia.
8. The national representative teams from Saudi Arabia and Iraq successfully advanced to Round Three. The home-and-away matches between the teams were fixed for 6 September 2016, to be played in Iraq, and 28 March 2017, to be played in Saudi Arabia.
9. For security reasons, Iraq used to play its home matches in the Islamic Republic of Iran ("Iran") ever since 2003.
10. On 4 January 2016, the government of Saudi Arabia, due to political issues between the two countries, issued a travel ban, which precluded its citizens from travelling to Iran.
11. On 10 January 2016, SAFF informed AFC as follows:
"In reference to the ongoing political issue between the Kingdom of Saudi Arabia and the Islamic Republic of Iran, and for the benefit of all parties involved, including AFC. The Saudi Arabian Football Federation would like to inform AFC that all Saudi National teams and all its affiliated clubs will not be able to travel to Iran on the backdrop of said political matter. Alternatively, and as a fair solution, we kindly request that all future matches between two countries shall take place in neutral venues [sic]".
12. On 12 January 2016, the Football Federation Islamic Republic of Iran ("FFIRI") objected to SAFF's request.
13. On 16 March 2016, AFC informed the General Secretaries of SAFF and FFIRI as follows:
"[...] [A]ccording to the decisions of the AFC Competitions Committee dated 25 January 2016 and AFC Executive Committee dated 28 January 2016, and as a result of a comprehensive evaluation that took into consideration all reports submitted by relevant parties, including an independent Security Threat and Risk Assessment of IR Iran and Saudi Arabia which has been submitted to the AFC by the International Centre for Sports Security (ICSS), the AFC would like to inform you that all ACL matches between clubs from Saudi Arabia and IR Iran will be played in a neutral venue for the remainder of the competition".

14. On 15 April 2016, AFC wrote to the participating member associations in Round Three and requested Iraq (necessitated by the inability of IFA to host matches in Iraq due to security concerns) and Syria to nominate a neutral venue for their matches and added the following:

“Based on the experience from the Preliminary Joint Qualification Round 2 matches and following our consultation with FIFA, the following principles shall apply to the nominated neutral venue:

- *The nominated neutral venue shall not be the same venue of one of the Member Associations drawn in the same group with the Host Association;*
- *The nominated neutral venue shall have no existing travel restrictions for both the Host Association and all Visiting Member Associations drawn in the same group;*
- *The nominated neutral venue shall be used for all home matches of the respective Host Association throughout the Asian Qualifiers Final Round”.*

15. On 17 April 2016, IFA informed AFC that *“we will play the home match of Iraq “A” National Team for the 2018 FIFA World Cup, Asian Qualifiers in Iran as IRIFF give us their consent”.*

16. On 22 April 2016, AFC informed IFA, *inter alia*, as follows:

“[...] [W]e would like to emphasise on the existing restrictions currently applied to the citizens of Saudi Arabia from travelling to IR Iran, which contradicts point 3 of the neutral venue policy as applied for this Competition as stated in AFC letter dated 15 April 2016.

Please be reminded that FIFA and AFC jointly emphasise on the nominated neutral venues to be free from existing travel restrictions for both the Host Association and all Visiting Member Associations drawn in the same group. Therefore, in order to avoid any impact on your home match against Saudi Arabia, which has travel restrictions to IR Iran as recognised by FIFA and AFC, we regret to inform you that your request to play your home matches in IR Iran cannot be accommodated”.

17. On 26 April 2016, IFA formally objected to this decision before FIFA, arguing, *inter alia*, the following:

“[...] AFC’s decision to deny IFA its protected right to host its home matches in IR Iran is arbitrary and manifestly wrong as i) it is not based on established rules, regulations or custom, ii) it violates IFA’s right of personality (cf. Art. 27(2) of the Swiss Civic Code (“SCC”), iii) it breaches IFA’s economic liberty (cf. Art 27 of the Swiss Constitution), iv) it violates the provisions of Swiss competition law and the related need to protect personality rights (cf. Art. 7 of the Swiss Federal Law on Cartels), and v) it violates numerous general principles of the laws, recognized by Swiss legal system and formed essential part of the Swiss Public Order, in particular the general prohibition of arbitrary decisions and rules, the doctrine of fairness and the principle of equal treatment. However, most importantly though, AFC does not have the competency to decide the matter in question as this matter falls under the remit of FIFA (cf. Art. 3(1) lits b and n of the Regulations 2018 FIFA World Cup Russia™ (“the Regulations”) and art. 14(2) thereof).

[...]

IR Iran as the venue of Iraq home matches has neither alleged nor actual existing travel restrictions for teams of Japan, UAE, Thailand and Australia. Therefore denying IFA its protected right to hold its home matches

against these teams in IR Iran is baseless, groundless and cannot be justified on the basis of alleged existing travel restriction. [...]

As for the match against the team of KSA [red. Kingdom of Saudi Arabia], IR Iran does not bar the team of KSA nor deny granting visas to the team of KSA. To the contrary, it welcomes all citizens of KSA to visit IR Iran. Therefore, we invite FIFA to get clarification from IR Iran FF regarding the alleged visa situation of the team of KSA. However, should it be the case that the existing travel restriction referred to in AFC above-referenced letter of 22 April 2016, is a politically motivated restriction imposed by the government of KSA, i.e. the government of KSA is barring its football team from visiting or travelling to IR Iran due to political differences with the government of IR Iran, then this matter constitutes a political interference in the affair of the administration of football in KSA and hence such action violates article 3 and 17(1) of FIFA Statutes. More importantly, one fails to understand why one, such as the team of KSA, is allowed to derive rights and benefits from the fault of its own government at the expense of other member associations such as IFA which bears no fault relating to the said.

In consistence with FIFA past decisions regarding similar matters, if there are politically motivated reasons that prevent the team of KSA from travelling to the home designated venue of IFA (i.e. IR Iran) then in order to equally and unbiasedly protect the rights and interests of both parties (i.e. the IFA and KSA FF) and also to safeguard the integrity of competition (i.e. even playing field) then both of Iraq vs KSA matches must be played on neutral venue.

IFA's Demands

In view of the above, IFA requests that it is decision and right to choose IR Iran as its home venue for its home matches during the 2018 WC Final Round of the Asian Qualifies be upheld by FIFA.

Should be the case there is a travel restriction that prevents the team of KSA from travelling to the designated home venue of IFA (i.e. IR Iran), then both matches (the away and home matches) between the teams of Iraq and KSA shall be played on neutral ground”.

18. On 10 May 2016, the Emergency Bureau for the FIFA World Cup Russia (the “FIFA Emergency Bureau”) decided that:
- “1. Iraq is allowed to host its home matches against Australia, Japan, UAE and Thailand in Tehran (IR Iran);*
 - 2. The IFA is required to look for another neutral ground for its home match against Saudi Arabia of 6th September 2016 subject to FIFA’s approval. The IFA will need to provide FIFA and AFC with the confirmation of the chosen neutral venue by 15th June 2016 at the latest. Such confirmation is to be accompanied by the written agreement of the association on whose territory the match will be played;*
 - 3. Additionally, and in order to take full account of the principle of equal sporting treatment, it was also decided that the second-leg match scheduled to be hosted by Saudi Arabia on 28th March 2017 will need to be played on neutral ground. The Saudi Arabian Football Federation is required to provide FIFA and AFC with the name of the chosen neutral venue by 28th November 2016 latest subject to FIFA’s approval. Such confirmation is to be accompanied by the written agreement of the association on whose territory the match will be played”.*

19. On 18 May 2016, following the meeting of the FIFA Emergency Bureau on 10 May 2016 during the FIFA General Assembly held in Mexico City, Mexico, the Acting Secretary General of FIFA, informed SAFF of the decision taken on 10 May 2016 (the “Appealed Decision”):
- “Please note that the Emergency Bureau for the FIFA World Cup™ Qualifiers held a meeting on 10th May 2016 in Mexico City to discuss the selection of the neutral match venue for Iraq’s home matches in the third round of the referenced preliminary competition.*
- Please be informed that the aforesaid Emergency Bureau decided that Iraq may keep hosting its home matches in IR Iran, as done on the occasion of the previous qualifying round, with the exception of the match vs Saudi Arabia of 6th September 2016, which will need to take place in another neutral country.*
- In addition and in order to take full account of the principle of equal sporting treatment, the Emergency Bureau decided that the second-leg match scheduled to be hosted by Saudi Arabia on 28th March 2017 will also need to be played on neutral ground.*
- The Saudi Arabian Football Federation is thus required to provide FIFA and AFC with the name of the chosen neutral venue by 28th November 2016 latest. Such confirmation is to be accompanied by the written agreement of the association on whose territory the match will be played.*
- We thank you for taking note and for your cooperation”.*
20. On 7 June 2016, SAFF, by means of its counsel, objected to the Appealed Decision and requested the Emergency Bureau to “reconsider the decision communicated in the Letter as regards to the second-leg match scheduled to take place on 28 March 2017 and confirm that this match can be played in Saudi Arabia”.
21. On 8 June 2016, counsel for SAFF was allegedly informed by telephone that the Appealed Decision was final and binding and that any challenge should be filed with the Court of Arbitration for Sport (“CAS”).
22. On 10 June 2016, the FIFA Deputy Secretary General, informed SAFF as follows:
- “First of all, FIFA would like to express its utmost surprise at having been contacted by a lawyer based in London claiming to represent SAFF without power of attorney and without any prior notice from SAFF itself with regards to the above-mentioned decision.*
- On the other hand, we would like to confirm that the captioned decision by the Emergency Bureau for the FIFA World Cup™ Qualifiers is final and binding and not subject to appeal, as per article 3, paragraph 4 of the 2018 FIFA World Cup Russia™ Regulations”.*
23. On 6 September 2016, Iraq played its home match against Saudi Arabia in the preliminary competition for the FIFA World Cup Russia in Malaysia. The match was won with 2 - 1 by Saudi Arabia.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

24. On 8 June 2016, SAFF filed a Statement of Appeal with CAS, pursuant to Article R48 of the CAS Code of Sports-related Arbitration (edition 2016 – the “CAS Code”).
25. On 27 June 2016, FIFA nominated Dr Dirk-Reiner Martens, Attorney-at-Law in Munich, Germany, as arbitrator.
26. On 1 July 2016, SAFF filed its Appeal Brief, pursuant to Article R48 of the CAS Code. SAFF submitted the following prayers for relief:

“Based on the foregoing SAFF [sic] respectfully requests that the CAS:

 - (a) Accepts the appeal against the Challenged Decision;*
 - (b) Sets aside the Challenged Decision and issues a new decision;*
 - (c) Declares that the Home Fixture shall be hosted by SAFF in the Kingdom of Saudi Arabia and not played on a neutral ground; and*
 - (d) Orders that FIFA shall be liable for all the costs of this arbitration and shall be liable for all of SAFF’s costs incurred in relation to this arbitration, including but not limited to legal fees, disbursements and any and all fees payable to the CAS”.*
27. On 14 July 2016, SAFF nominated Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark, as arbitrator.
28. On 30 July 2016, FIFA challenged the jurisdiction of CAS and requested the proceedings to be bifurcated on the basis of article 186(3) of Switzerland’s Private International Law Act (“PILA”), *i.e.* for a preliminary award on jurisdiction to be rendered.
29. On 9 August 2016, upon being invited by the CAS Court Office to do so, SAFF filed its comments in respect of FIFA’s challenge to the jurisdiction of CAS and the request for bifurcation of the proceedings. SAFF maintained that CAS is competent to adjudicate and decide the matter at hand and that FIFA’s request for bifurcation of the proceedings is to be dismissed.
30. On 10 August 2016, IFA filed a request for intervention, in accordance with Article R41.3 of the CAS Code. The request for intervention was supplemented on 14 August 2016.
31. On 19 August 2016, upon being invited by the CAS Court Office, FIFA filed its comments on IFA’s request for intervention, submitting that Article R41.3 of the CAS Code requires a decision on whether IFA is bound by an arbitration agreement before IFA’s participation can be decided. On this basis, FIFA reiterated its request for bifurcation of the proceedings. In the same document, FIFA filed unsolicited submissions in respect of the jurisdiction of CAS.
32. On 22 August 2016, upon being invited by the CAS Court Office, SAFF filed its comments on IFA’s request for intervention, submitting that *“on the face of it, the IFA is likely to be legally*

affected by the outcome of the case insofar as it has an interest in the venue of the match in the 2018 FIFA World Cup Russia™ Qualifiers that is due to be played between the national representative sides of Saudi Arabia and Iraq on 28 March 2017". However, SAFF expressed that it "wishes to place on record its concern that the IFA's application to intervene in these proceedings may effectively be used as a means to appeal against all or part of the Challenged Decision, by the back-door". Furthermore, SAFF argued that if IFA were allowed to participate in these proceedings, it expressly reserved the right to file written submissions in response to IFA's points, should it be so directed. Finally, SAFF maintained that FIFA's comments regarding jurisdiction and bifurcation in its letter dated 22 August 2016 were unsolicited and inadmissible and should therefore be disregarded by the Panel, and reserved its right to respond to such comments, if so directed by the Panel.

33. On 23 August 2016, FIFA responded to the letter of SAFF dated 22 August 2016, submitting that it used its constitutional right to reply.
34. On 12 September 2016, pursuant to Article R54 of the CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the parties that the arbitral tribunal appointed to decide the present matter was constituted by:
 - Mr Hendrik Willem Kesler, Attorney-at-Law in Enschede, the Netherlands, as President;
 - Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark; and
 - Dr Dirk-Reiner Martens, Attorney-at-Law in Munich, Germany, as arbitrators.
35. On 16 September 2016, the CAS Court Office, on behalf of the Panel, informed the parties that the Panel had decided not to bifurcate the proceedings. The Panel decided so for reasons of efficiency because a final award had to be rendered by 28 November 2016 and in order to afford all parties the possibility to make oral submissions on the issue of jurisdiction during the hearing. Furthermore, the parties were advised that the Panel had decided to allow IFA to participate in the proceedings as a Third Party. Finally, the parties were advised that FIFA's letters dated 19 and 23 August 2016 were declared admissible and that SAFF and IFA were invited to file their comments to such letters.
36. On 20 September 2016, IFA filed its comments in respect of FIFA's letters dated 19 and 23 August 2016.
37. Also on 20 September 2016, SAFF informed the CAS Court Office that it considered that a hearing had to take place, and FIFA informed the CAS Court Office that it did not consider a hearing necessary.
38. On 21 September 2016, SAFF filed its comments in respect of FIFA's letters dated 19 and 23 August 2016.
39. On 22 September 2016, the CAS Court Office informed the parties that the Panel had decided to hold a hearing.

40. On 5 October 2016, IFA filed its written submission, requesting CAS to decide as follows:
“In consideration of the facts and the law presented above, the Appeal shall be dismissed in its entirety. For the effect of the above, the Appellant shall be condemned to bear all the costs of the present arbitrations, as well as to pay IFA any and all costs and expenses incurred in connection of this procedure, including – without limitation – legal fee, expenses and eventual further costs”.
41. On 7 October 2016, FIFA filed its Answer, pursuant to Article R55 of the CAS Code, requesting CAS to decide as follows:
- 1) *Dismissing the Appellant’s appeal for lack of jurisdiction.*
 - 2) *Dismissing the Appellant’s requests to the extent they are admissible.*
 - 3) *Confirming the Decision under Appeal.*
 - 4) *Condemning the Appellant to pay all the costs of the present arbitration.*
 - 5) *Condemning the Appellant to pay a significant contribution towards the legal fees and other expenses incurred by FIFA in connection with these proceedings”.*
42. On 13 October 2016, FIFA, SAFF and IFA returned duly signed copies of the Order of Procedure to the CAS Court Office.
43. On 24 October 2016, a hearing was held in Lausanne, Switzerland. At the outset of the hearing all parties confirmed not to have any objection as to the constitution and composition of the Panel.
44. In addition to the Panel, Mr Antonio De Quesada, Counsel to the CAS, and Mr Dennis Koolaard, *Ad hoc* Clerk, the following persons attended the hearing:
- a) For SAFF:
 - 1) Mr Ahmed Al Khamis, SAFF General Secretary;
 - 2) Mr Mohammad Alhemaïd, SAFF National Team Coordinator;
 - 3) Mr Stephen Sampson, Counsel;
 - 4) Mr Lloyd Thomas, Counsel;
 - 5) Dr Stephan Netzle, Counsel
 - b) For FIFA:
 - 1) Prof Antonio Rigozzi, Counsel;
 - 2) Mrs Brianna Quinn, Counsel
 - c) For IFA:
 - 1) Mr Sharar Halder, IFA Vice-President;

2) Mr Nezar Ahmed, Counsel.

45. The Panel heard evidence from Mr Ahmed Al Khamis, SAFF General Secretary, witness called by SAFF.
46. Mr Al Khamis was invited by the President of the Panel to tell the truth subject to the sanctions of perjury under Swiss law. All parties and the Panel had the opportunity to examine and cross-examine Mr Al Khamis.
47. The parties were afforded ample opportunity to present their case, submit their arguments and answer the questions posed by the Panel.
48. Before the hearing was concluded, all parties expressly stated that they did not have any objection with the procedure adopted by the Panel and that their right to be heard had been respected.
49. The Panel confirms that it carefully heard and took into account in its discussion and subsequent deliberations 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 award.

IV. SUBMISSIONS OF THE PARTIES

50. The submissions of SAFF on the merits of the case (the submissions in respect of jurisdiction, standing to sue / be sued and right to be heard are set out *infra* in sections specifically dedicated to these issues), in essence, may be summarised as follows:
 - SAFF acknowledges that Swiss associations are afforded a wide discretion in establishing rules and regulations in order to achieve their statutory objectives. Therefore, FIFA and its decision making bodies are required to apply their own rules and regulations provided that they do not violate mandatory Swiss law or principles of public policy. The applications of its own rules and regulations must further be construed in a way that respects the legitimate expectations and rights of SAFF.
 - SAFF maintains that FIFA is bound by the basic rule that qualifying matches in the 2018 FIFA World Cup Russia have to be played “*on a home and away basis*”. The FIFA Emergency Bureau and/or the Organising Committee may decide that a match or matches should be played on neutral ground, but such decision may only be taken in accordance with FIFA’s rules and regulations, *e.g.* if the hosting member federation cannot guarantee law and order and/or ensure the safety and security within the stadium, if the hosting member federation does not have a venue that fulfils the requirements, if a hosting member federation is subject to a sanction issued in accordance with the FIFA Disciplinary Code or if the member federation requests FIFA to permit its own home match to be played in another country.

- SAFF submits that none of these exceptions apply. No request has been made by SAFF to play its home game outside Saudi Arabia. No security concerns have ever been raised in respect of this specific home fixture.
- FIFA has purported to justify the Appealed Decision on the basis of “equal sporting treatment” but provided no further explanations as to what this means. This term does not exist in the FIFA Statutes, the World Cup Regulations, the FIFA Laws of the Game or in any other regulation. SAFF is not aware that this principle has been applied to any other match in the 2018 FIFA World Cup Russia Qualifiers – AFC Zone and it was specifically not applied in relation to the matches that were moved in the competition to date.
- SAFF further argues that the term “equal sporting treatment” does not exist as a matter of Swiss law. The general and constitutional principle of equal treatment rather requires public authorities to grant equality under the same conditions and among persons similarly situated but also to treat different circumstances differently.
- Swiss association law recognises the unwritten principle of equal treatment of the members of an association. This principle does not require an association to treat all members with absolute equality when it comes to the introduction of new rules or the application of existing rules; but it does prohibit an association such as FIFA from applying different standards to its members that are not justified by different circumstances. To treat SAFF differently would be contrary to the principle of equal treatment and discriminatory.
- Even if the principle of equal treatment were to be applied narrowly (and therefore impermissibly), between only SAFF and IFA, it cannot form a justifiable and lawful reason for FIFA’s purported decision to remove the right of SAFF’s national representative team to play its home fixture in Saudi Arabia. The circumstances and reasons for removing the home fixture from Saudi Arabia and the away fixture from Iran are different. While FIFA based its decision to deviate from the established principle of home and away matches when it came to the away fixture due to concerns over safety and security, no such concerns have been raised with regard to the home fixture.
- Finally, SAFF submits that if FIFA wished to introduce a concept according to which both home and away matches are to be played on neutral grounds even where, for example, there are justified security and safety concerns only for one match, it would have to change its rules and regulations.

51. The submissions of FIFA on the merits of the case (the submissions in respect of jurisdiction, standing to sue / be sued and right to be heard are set out *infra* in sections specifically dedicated to these issues), in essence, may be summarised as follows:

- FIFA disagrees with the submission of SAFF that articles 20(4) and (5) of the FIFA World Cup Russia Regulations (the “FIFA WC Regulations”) provide for an absolute right for “home and away” matches. The FIFA WC Regulations have in fact been

applied to their letter. The associations involved (*i.e.* SAFF and IFA) failed to agree on the venues for their respective matches. Following the escalation of the situation, FIFA was obliged to, and did, take a decision on such venues.

- The ratio and purpose of the “home and away” format, and of articles 3(3)(b) and 20(5) of the FIFA WC Regulations is to ensure that: (i) where possible and save in extraordinary circumstances, neither of the two matches are played in conditions that are considered to be unfavourable to one of the associations; and (ii) FIFA has the ultimate authority and discretion to decide where a match should be played if there is any dispute. It is precisely for this reason that the FIFA Emergency Bureau referred to the “principle of equal sporting treatment” in the Appealed Decision.
- FIFA submits that the FIFA WC Regulations were properly applied, and that it exercised its discretion – or in fact its “responsibility” – under article 3(3)(b) of such regulations in an entirely appropriate manner.
- In respect of the principle of equal treatment, FIFA submits that (i) in all circumstances where member associations cannot agree on the venue of their World Cup Qualifiers, FIFA shall decide on the matter; and (ii) the principle of equal treatment “*allows unequal treatment of different situations as long as such treatment is reasonable and justifiable*”. The present situation is, contrary to SAFF’s suggestion, clearly exceptional. More importantly, no federation in the same situation as SAFF has been treated differently.
- With respect to the other fixtures relied upon by SAFF, FIFA maintains that the fact of the matter is that the present case is simply not comparable.

52. The submissions of IFA on the merits of the case (the submissions in respect of jurisdiction, standing to sue / be sued and right to be heard are set out *infra* in sections specifically dedicated to these issues), in essence, may be summarised as follows:

- IFA maintains that SAFF has yet to understand the scope of the Appealed Decision as it appears that it still contemplates that on 18 May 2016¹, the FIFA Emergency Bureau has only decided to move the second-leg match of the representative team of Saudi Arabia and Iraq to another neutral country where the truth of the matter is that the aforesaid FIFA Emergency Bureau has decided that in order to take full account of the principle of equal sporting treatment, the first-leg and second-leg matches scheduled to be hosted respectively by Iraq on 6 September 2016 and Saudi Arabia on 28 March 2017 will need to be played on neutral ground. The Appealed Decision contains one element (*i.e.* to move both fixtures to another neutral country) which cannot therefore be divided into two constituents. This means that the relief sought by SAFF is unlawful.
- The right to host a match in a home-away arrangement is a conditional right. For a party to claim such conditional right something else has to befall, *i.e.* the other leg of the fixture must also be played on the territory of the opponent team.

¹ Although IFA referred to 18 April 2016 in its written submission, the Panel considers this to be a clerical mistake as the Appealed Decision was rendered on 18 May 2016.

- IFA also argues that the reason why the first-leg of the two matches could not have been played in Iran was because of the travel restriction issued by the government of Saudi Arabia, in which it banned its sporting teams and citizens from travelling to Iran. This development was the reason why FIFA moved both matches to other neutral countries. The reason why the first-leg of the fixture could not take place in Iran is not attributed to an own fault of IFA or its government. In consideration of the general principle of *nemo auditor propriam turpitudinem allegans*, it should be unacceptable for a party to benefit from its own wrong.
- As to the “equal sporting treatment”, IFA submits that this principle is known under different headings such as “level playing field”, “even playing field”, “fair play”, “fair competition” and “equal chances”, this is what differentiates sport from circus. “Equal sporting treatment” is one of the reasons why doping is banned in sport.
- According to article 21(1) of the FIFA WC Regulations, in a home-away setting, each association fixes the venue of its home match and if the associations concerned cannot agree on the venues of the matches, the FIFA Organising Committee makes the final decisions. The right to host a home match thus also requires the agreement of the opponent party, or stating it differently, if the visiting team objects to such selection, the right to decide where the match shall be played goes to FIFA. If the above two preconditions have been met, then it can be said that the right to host the home match becomes an absolute right. In such situation, and since FIFA has no regulations in place that deal with such situation, it must respect the general principles of the law when it makes the final decisions on the venue of these matches, in particular it must respect the principles of fairness and equal treatment with regard to the interests and rights of the two associations concerned. In the present case, since SAFF and IFA could not agree on the venues of their respective home-away matches and according to article 21(1) of the FIFA WC Regulations, the right to fix these venues has been transferred to FIFA, in doing so, FIFA must treat the selection of the venue of the first-leg of these two matches the same way it treats the selection of the venue of the second-leg of these two matches because both legs of the fixture have similar situations.
- IFA submits that the 28 days granted to it by FIFA on 18 May 2016 to find a new neutral venue for the home game against Saudi Arabia was not enough to shop for new venue, secure the written agreement, negotiate the fees of the stadium, training facilities, lodging facilities, transportation, etc. In view of this development, IFA could not have completed the aforementioned requirements in such a short time unless it picks Malaysia as the new venue since Malaysia and Iran are the only two Asian countries that do not need visas from the Iraqis. As such, the first-leg match was played in Malaysia under conditions more favourable to the visiting team and hence was won by the team of Saudi Arabia (2-1) with two late goals from the penalty spot after the heat and humidity of Malaysia took its toll on the Iraqi players. The match did not generate any revenue whereas the cost of staging and taking part in said match was over USD 100,000. If the match had been played in Iran, IFA would have made over USD 200,000 in net income.

V. JURISDICTION

53. SAFF maintains, in its Appeal Brief as well as in its letters to CAS dated 9 August and 21 September 2016, that the statement made by FIFA's Deputy Secretary General on 10 June 2016 that the Appealed Decision was "*final and not subject to Appeal*" was either misconceived or incomplete. The information provided by FIFA on 8 June 2016 was correct, namely that "*any challenge should be filed with the CAS*".
54. SAFF, with reference to article 75 of the Swiss Civil Code (the "SCC"), argues that while in this case there may not be any "internal" remedy available within FIFA pursuant to the FIFA WC Regulations, there is always a mandatory right of a member to require the judicial review of an association's decision. That right cannot be excluded by the association.
55. SAFF also relies on article 57 and 58 of the FIFA Statutes (2016 edition) in conferring jurisdiction to CAS. In this respect, SAFF submits that according to association law, Statutes do not allow to be revoked by regulations. The competence to restrict is not there; regulations cannot trump Statutes.
56. FIFA, in its letters to CAS dated 30 July, 19 and 23 August 2016 and in its Answer, argues that SAFF's attempt to construct an arbitration clause by reference to general principles and legal provisions is skilful, but cannot change the fact that FIFA had no intention to arbitrate disputes such as the present, and explicitly ruled out this possibility in the FIFA WC Regulations.
57. In respect of article 75 of the SCC, FIFA submits that nowhere in the jurisprudence relied on by SAFF is it accepted that article 75 SCC grants a mandatory right of appeal to CAS, particularly where no arbitration agreement exists in favour of CAS. Where no such arbitration agreement exists, article 75 SCC can only apply to provide SAFF with a right to appeal the decision to a state court.
58. Insofar as SAFF relies on article 58 of the FIFA Statutes, FIFA argues that this rule does not mean that all decisions taken by any body of FIFA can be appealed at CAS, let alone that FIFA cannot exclude CAS jurisdiction for the decisions taken by certain bodies under certain regulations.
59. IFA, in its written submission and in its letter to CAS dated 20 September 2016, argues that no specific arbitration agreement was concluded between the parties to submit the present case to the jurisdiction of CAS. The wording of article 14(3) of the FIFA WC Regulations leaves no space for any other interpretation. The wording can only be interpreted that in respect of disputes in connection with the FIFA World Cup Russia, FIFA wanted to exclude those decisions that are declared as "*final and binding and not subject to appeal*" from appeals to CAS, meaning that FIFA did not consent to arbitrate these decisions before CAS.
60. In respect of article 58 of the FIFA Statutes, IFA argues that this article is not intended to provide an unconditional jurisdiction irrespective of the nature of the dispute or the parties

involved but rather to specify the procedure to be followed in instances where CAS has jurisdiction.

61. IFA maintains that the alleged content of the telephone conversation on 8 June 2016 is not a basis for jurisdiction as a valid arbitration agreement requires written form.
62. Commencing with its analysis, the Panel notes that Article 58 of the FIFA Statutes (2016 edition) determines as follows:
1. *Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question.*
 2. *Recourse may only be made to CAS after all other internal channels have been exhausted.*
 3. *CAS, however, does not deal with appeals arising from:*
 - a) *violations of the Laws of the Game;*
 - b) *suspensions of up to four matches or up to three months (with the exception of doping decisions);*
 - c) *decisions against which an appeal to an independent and duly constituted arbitration tribunal recognised under the rules of an association or confederation may be made".*
63. Article 59(2) of the FIFA Statutes further determines the following:
"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".
64. The Panel observes that it is therefore in principle possible for a party to lodge an appeal with CAS against any internally final and binding decision of FIFA, except the ones enumerated in article 58(3) of the FIFA Statutes.
65. The Panel finds the Appealed Decision does not fall under any of the exceptions listed in article 58(3) of the FIFA Statutes.
66. Article 14(3) of the FIFA WC Regulations however determines the following:
"The participating member associations, players and officials acknowledge and accept that, once all internal channels have been exhausted at FIFA, their sole recourse shall be to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, unless excluded or the decision is declared as final and binding and not subject to appeal. Any arbitration proceedings at CAS shall be governed by the CAS Code of Sports-related Arbitration".
67. Article 3 of the FIFA WC Regulations provides as follows:
1. *The FIFA Organising Committee for the FIFA World Cup™, appointed by the FIFA Executive Committee, shall be responsible for organising the FIFA World Cup™ in accordance with the FIFA Statutes.*

2. *The FIFA Organising Committee may, if necessary, appoint a bureau and/or one or more sub-committee(s) to deal with emergencies. Any decision taken by the bureau or the sub-committee(s) shall come into effect immediately but shall be subject to confirmation by the plenary committee at its next meeting.*

[...]

4. *The decisions taken by the FIFA Organising Committee and/or its subcommittee(s) are final and binding and not subject to appeal”.*

68. Since the Appealed Decision is rendered by the FIFA Emergency Bureau, the Panel finds that, based solely on article 3(4) of the FIFA WC Regulations, at first sight SAFF is not entitled to challenge the Appealed Decision before CAS.

69. The Panel however finds that article 3(4) of the FIFA WC Regulations cannot be read in isolation, but must be understood in the context of the entire regulatory framework of FIFA.

70. Pursuant to the principle of legality, an association can only enact rules and regulations insofar as entitled, or not prevented to do so, by higher norms.

71. The Panel feels comforted in this conclusion by the reasoning of another CAS panel, with reference to legal doctrine:

“In principle, sports federations can freely establish their own provisions (cf. ZEN-RUFFINEN, Droit du Sport, 2002, marg. no. 161). However, there are limits to this autonomy. In particular the relevant organs when creating new rules and regulations are bound by the limits imposed on them by higher ranking norms, in particular the association’s statutes. This follows from the principle of legality (“Le principe de la légalité implique l’exigence de la conformité aux statuts des textes réglementaires inférieurs et des décisions des organes sociaux”, cf. BADDELEY M., L’association sportive face au droit, Les limites de son autonomie, 1994, p. 208). According to this principle regulations of a lower level may complement and concretize higher ranking provision, but not amend nor contradict or change them. This principle is also well established in CAS jurisprudence (cf. CAS 2006/A/1181, no. 8.2.2; CAS 2006/A/1125, no. 6.18; 2004/A/794, no. 10.4.15)” (CAS 2008/A/1705, para. 25 of the abstract published on the CAS website).

72. In the context of the present case, the Panel finds that the FIFA Statutes provide for a clearly defined right to lodge an appeal against internally final and binding decisions of FIFA. This is not an unrestricted right, because specific exceptions to this general rule are given in article 58(3) of the FIFA Statutes. The FIFA Statutes thus provide CAS with a wide margin of jurisdiction, based on which, absent the FIFA WC Regulations, SAFF could lodge an appeal before CAS against the Appealed Decision.

73. The Panel finds that FIFA, by enacting the FIFA WC Regulations, could not further restrict the scope of decisions that can be appealed before CAS, *i.e.* the FIFA WC Regulations cannot trump the FIFA Statutes. This is all the more so because several references to the FIFA Statutes are made in the FIFA WC Regulations (*e.g.* article 1(9): *“The FIFA Statutes and all FIFA regulations in force shall apply”*. and article 3(1) (as quoted above)).

74. This is not to say that FIFA is in general prohibited from restricting the jurisdiction of CAS, it does however mean that FIFA, in the present case, enacted rules that are in contradiction with its own Statutes. Absent a legal basis in the FIFA Statutes delegating the power to further restrict the jurisdiction of CAS, FIFA could not restrict the jurisdiction of CAS in regulations of a lower hierarchy than the Statutes. FIFA's reference to a *lex specialis* is only applicable insofar regulations are of the same hierarchical level. In this sense, the Panel deems it important that the FIFA Statutes are adopted by the FIFA Congress, *i.e.* the association's general assembly, whereas the FIFA WC Regulations were adopted by the FIFA Executive Committee.
75. Contrary to what the FIFA Congress envisaged in article 59(2) of the FIFA Statutes (where it is specifically determined that recourse to ordinary courts of law is in principle prohibited, unless specifically provided for in the FIFA regulations, *i.e.* delegating the authority to deviate from this general rule to the FIFA Executive Committee), in article 58 of the FIFA Statutes no such authority is delegated to deviate from the general rule by FIFA regulations.
76. FIFA's reference to article 74 in conjunction with article 128 of the FIFA Disciplinary Code (2011 edition) is also of no avail to it, since the latter provision specifically determines that “[t]he FIFA Statutes stipulate which decisions passed by the judicial bodies of FIFA may be taken before the Court of Arbitration for Sport”. As such, the FIFA Disciplinary Code does not limit the type of internally final and binding decisions that can be appealed to CAS beyond the limitations set in the FIFA Statutes.
77. Finally, during the hearing FIFA referred to the arbitral award of CAS rendered in the matter referenced as CAS 2004/A/748. The subject of CAS 2004/A/748 case was, *inter alia*, whether a restriction of the persons/entities entitled to appeal a doping decision adopted in the World Anti-Doping Code and the IOC Anti-Doping Rules conflicted with the Olympic Charter, as the latter did not contain any restriction of the persons/entities entitled to appeal.
78. The Panel observes that the CAS panel in charge of adjudicating this matter reasoned, *inter alia*, as follows:
“The Appellants contend that this provision restricting the standing to appeal is invalid and thus not applicable because it conflicts with the Olympic Charter and Swiss Law. However, in the Panel's view, the provision does not contradict the Olympic Charter because, first, the Olympic Charter does not have any specific provision on standing to appeal and, second, the IOC Anti-Doping Rules are a lex specialis which applies to doping matters at the Olympic Games” (CAS 2004/A/748, para. 42 of the abstract published on the CAS website).
79. The Panel, first of all, notes that the CAS 2004/A/748 case must be distinguished from the one at hand, because in the present case the jurisdiction of CAS is disputed, whereas in the CAS 2004/A/748 case the standing to appeal of the appellants was challenged.
80. Furthermore, crucially, the Panel finds that, contrary to the CAS 2004/A/748 case, where no specific provision on standing to appeal was adopted in the Olympic Charter, the FIFA Statutes do contain a provision specifically dealing with the jurisdiction of CAS. In fact, article

58 of the FIFA Statutes contains a list of specific exceptions. Should FIFA have desired to make more exceptions to the jurisdiction of CAS, it should have done so in the FIFA Statutes, and not in lower regulations.

81. The Panel finds that insofar as article 3(4) of the FIFA WC Regulations purports to restrict the type of internally final and binding FIFA decisions that can be appealed to CAS beyond the restrictions enumerated in article 58(3) of the FIFA Statutes, such restriction is null and void.
82. Consequently, the Panel finds that the jurisdiction of CAS is established based on article 58(1) and (2) of the FIFA Statutes.

VI. ADMISSIBILITY

83. The appeal was filed within the deadline of 21 days set by article 58(1) of the FIFA Statutes. The appeal complies with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fees.
84. It follows that the appeal is admissible.

VII. APPLICABLE LAW

85. With reference to Article R58 of the CAS Code and article 57(2) of the FIFA Statutes, SAFF maintains that this matter shall be decided in accordance with the FIFA regulations (the FIFA Statutes and the FIFA WC Regulations) and, subsidiarily, Swiss law.
86. FIFA agrees with SAFF that the FIFA regulations, and additionally Swiss law, apply to the present arbitration, and that the present dispute is primarily governed by the FIFA WC Regulations.
87. IFA submits that the regulations governing the merits of the matter are the FIFA WC Regulations.
88. Article R58 of the CAS Code provides the following:
“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.
89. Article 57(2) of the FIFA Statutes determines the following :
“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, subsidiarily, Swiss law”.

90. The Panel finds that the various regulations of FIFA, in particular the FIFA WC Regulations, shall be applied primarily, and subsidiarily Swiss law, should the need arise to fill a possible gap in the various regulations of FIFA.

VIII. PRELIMINARY ISSUES

A. Does SAFF have standing to sue?

91. IFA maintains that, in the event that CAS were to agree with SAFF's assertion that it has jurisdiction to deal with the appeal on the basis of articles 57 and 58 of the FIFA Statutes, according to article 14(3) of the FIFA WC Regulations, for decisions that are declared as "final, binding and not subject to appeal", such as the Appealed Decision, the participating member associations such as SAFF are specifically and explicitly precluded from bringing an appeal against these decisions before CAS, meaning that SAFF has no right (standing) to challenge the Appealed Decision to CAS.
92. The Panel finds that this argument must be dismissed for the same reasons as set out above in respect of the jurisdiction of CAS, *i.e.* insofar as article 3(4) of the FIFA WC Regulations purports to limit the type of entities or persons that can file an appeal to CAS against any internally final and binding FIFA decision beyond the limitations enumerated in article 58(3) of the FIFA Statutes, such limitation is null and void. In any event, the Panel finds that article 3(4) of the FIFA WC Regulations does not restrict the type of entities or persons entitled to challenge a final and binding FIFA decision before CAS.
93. The Panel finds that the FIFA Statutes do not prevent SAFF from challenging the Appealed Decision and that SAFF has a legitimate interest in doing so.
94. Consequently, the Panel finds that SAFF has standing to appeal.

B. Does FIFA have standing to be sued?

95. IFA submits that by rendering the Appealed Decision, FIFA did not pursue goals of its own and, hence, did not act in a matter of its own, nor was FIFA a party to the actual dispute. To the contrary, in the present case, FIFA was deciding a dispute that arose between three of its members and submitted to it by one of them.
96. With reference to article 21(1) of the FIFA WC Regulations, IFA argues that the only time FIFA can intervene in the process of deciding on venues is when the associations concerned cannot agree on these venues, *i.e.* for FIFA to step in, a dispute has to have arisen either between the associations concerned or between the association(s) concerned and their respective confederation and one of the associations concerned or the respective confederation refers the matter to FIFA for final resolution. FIFA's role is restricted to a function of a deciding authority.

97. Moreover, IFA maintains that FIFA cannot dispense SAFF's primary prayer for relief. In this respect, SAFF is requesting that the second-leg match of the representative team of Saudi Arabia and Iraq shall be hosted by SAFF in Saudi Arabia. In accordance with article 21(1) of the FIFA WC Regulations, SAFF's right to fix the venue of said match is not absolute. Such right is subject to the agreement of the association of the opposing team (*i.e.* IFA) and the approval of the confederation (*i.e.* AFC), and also depends on whether or not the first-leg match was played or was to be played in the territory of the opposing team.
98. Finally, IFA argues that, apart from requesting that FIFA be condemned to pay the costs of the arbitration, SAFF has no claim of its own against FIFA.
99. SAFF argues that it lodged the appeal against the correct party. The Appealed Decision, which is an administrative decision that directly affects SAFF, was notified by FIFA to SAFF while IFA was only sent the letter in copy. With reference to CAS jurisprudence, SAFF submits that administrative decisions need to be filed against the association concerned.
100. Article 21(1) of the FIFA WC Regulations provides the following:

"The venues of the matches shall be fixed by the host association concerned and the matches may only be played in stadiums that have been inspected and approved by the confederation. The opponents and the FIFA general secretariat shall be notified by the host association at least three months before the match in question is due to be played. [...] If the associations cannot agree on the venues for the matches, the FIFA Organising Committee shall make the final decisions".
101. As will be set out in more detail below, the Panel finds that there was no direct conflict between SAFF and IFA at the time FIFA issued the Appealed Decision. IFA's argument that FIFA merely acted as a deciding authority in a dispute is therefore dismissed.
102. In respect of IFA's argument that the only time FIFA can intervene in the process of deciding these venues is when the associations concerned cannot agree on these venues, the Panel finds that there is no evidence on file from which it can be concluded that no agreement on venues could have been reached between SAFF and IFA. Rather, only IFA and AFC / FIFA were in contact about the venue of IFA's home match against SAFF, without SAFF being directly involved. SAFF only became involved when FIFA unilaterally decided by means of the Appealed Decision that SAFF had to play its home match against IFA on neutral territory, without SAFF being directly involved.
103. The Panel finds that the dispute is therefore primarily between SAFF and FIFA. This is corroborated by the argument advanced by FIFA during the hearing, that the underlying reason for issuing the Appealed Decision is that the home match of SAFF had to be played on neutral territory because SAFF was responsible for the fact that IFA could not play its home match on its preferred alternative location.
104. SAFF is also seeking something directly from FIFA that cannot be granted to it by IFA, namely that FIFA allows SAFF to play its home match against IFA in Saudi Arabia.

105. Consequently, the Panel finds that FIFA has standing to be sued.

C. What is the consequence of the fact that SAFF did not call IFA as a respondent?

106. IFA submits that i) it was a party to the original dispute, ii) the Appealed Decision was issued as the result of a claim that IFA filed with FIFA and the appeal is thus aimed at the annulment of the reliefs that IFA pursued and attained from FIFA, and iii) IFA has both stake and concerned rights in the matter, there can be no doubt that the position, the interests and rights of IFA will be legally affected by the outcome of the case.

107. IFA concludes that, in line with the well-established CAS jurisprudence, SAFF's failure to name IFA as a co-respondent to the appeal has serious ramifications on the Panel's scope of review to the extent that the Panel lacks the power to award the prayers for relief sought by SAFF and thus the appeal must be dismissed.

108. FIFA finds that SAFF's failure to name IFA as a party restricts the Panel's scope of review in these proceedings as IFA would be directly affected if SAFF were successful on its prayers for relief. The fact that IFA has been accepted as a "Third Party Intervenor" is insufficient to overcome SAFF's failure to list IFA as a respondent.

109. FIFA agrees with IFA that SAFF's failure to name IFA as a respondent has serious ramifications for the Panel's scope of review.

110. As set out above already in the context of whether FIFA has standing to be sued, SAFF argues that it lodged the appeal against the correct party. The Appealed Decision, which is an administrative decision that directly affects SAFF, was notified by FIFA to SAFF while IFA was only sent the letter in copy.

111. First of all, the Panel finds that the fact that SAFF failed to call IFA as a respondent must remain without consequences because IFA also did not involve SAFF in the discussions it had with FIFA about the venue of IFA's home match against SAFF. IFA's argument that SAFF should have called it as a respondent is therefore *venire contra factum proprium*. This doctrine, recognised by Swiss law, provides that where the conduct of one party has induced legitimate expectations in another party, the first party is estopped from changing its course of action to the detriment of the second party (CAS 2008/O/1455, para. 16 of the abstract published on the CAS website) and amounts to a prohibition of inconsequent behaviour.

112. Furthermore, the Panel finds that, as alluded to above, although the present proceedings may indeed have consequences for IFA (in that it would have to play its away match against SAFF either in Saudi Arabia or on neutral territory), this is primarily a dispute between SAFF and FIFA.

113. In addition, a specific aspect of this case that is considered important by the Panel is that IFA accepted FIFA's decision that it could not play its home match in Iran, *i.e.* this decision was not appealed and therefore became final and binding. Although IFA may have thought that

this solution was reasonable in the light of the fact that also SAFF would have to play its home match on neutral ground, the Panel finds that this does not take away that IFA could (or should) have anticipated a possible future challenge of the Appealed Decision by SAFF. If it were true that playing its home match on a neutral territory other than Iran was only acceptable for IFA under the condition that SAFF would also play its home match on neutral ground, IFA could, at the very least, have played its home match against SAFF in Malaysia under protest, particularly so because at the time of this match, IFA already knew that SAFF had challenged the Appealed Decision. IFA could also have challenged the Appealed Decision, stating that it accepted the Appealed Decision only under the condition that also SAFF would accept to play its home match on neutral territory. IFA however did none of the above and accepted FIFA's Appealed Decision.

114. Consequently, for all the reasons above, the Panel finds that the fact that SAFF did not call IFA as a respondent must remain without consequences.

IX. MERITS

A. The Main Issues

115. The main issues to be resolved by the Panel are:

- i. Was SAFF's right to be heard violated in the proceedings before the FIFA Emergency Committee?
- ii. Can the alleged procedural defects (violation of right to be heard) in the proceedings before the FIFA Emergency Committee be cured and/or is the matter to be referred back to the FIFA Emergency Committee for a new decision?
- iii. Did the FIFA Emergency Bureau have a legal basis to decide that SAFF could not play its home match against IFA in Saudi Arabia?

j) Was SAFF's right to be heard violated in the proceedings before the FIFA Emergency Committee?

116. SAFF maintains that it was not informed in advance that its home fixture against IFA would possibly be moved. It was not heard on the issue before the Appealed Decision was rendered.

117. As an initial matter, the Panel finds that national associations are in principle entitled to play their home games in a venue in their home country. Although such right is not explicitly allocated in the FIFA WC Regulations or elsewhere, the Panel finds that such general rule derives *inter alia* from article 4(5) heading, (a) and (c) of the FIFA WC Regulations, as they determine as follows:

"Unless otherwise mentioned in these Regulations, each participating member association hosting a match in the preliminary competition shall be responsible, among other matters, for:

- a) *guaranteeing, planning and implementing law and order as well as safety and security in the stadium and other relevant locations in conjunction with the relevant authorities. The FIFA Stadium Safety and Security Regulations shall apply;*
- c) *providing a national stadium in the country concerned for all of the home match dates on the basis of the provisions of art. 22 pars. 1 and 2.”;*

118. Also article 20(4) in conjunction with article 20(5) of the FIFA WC Regulations point in this direction:

- “4. *The matches shall be played in accordance with one of the following three formats:*
- a) *In groups composed of several teams on a home-and-away basis, with three points for a win, one point for a draw and no points for a defeat (league format);*
 - b) *One home and one away match per team (knockout format);*
 - c) *By way of exception and only with the permission of the FIFA Organising Committee, in the form of a tournament in one of the countries of the participating member associations or on neutral territory.*
5. *When matches are played in accordance with format (a) or (b), home matches may not be played in another country without the express permission of the FIFA Organising Committee”.*

119. Articles 4(5)(a) (as quoted above), 22(1) and (2) of the FIFA WC Regulations however provide for exceptions to this general right:

- “1. *Each association organising matches in the preliminary competition shall ensure that the stadiums and facilities in which the matches take place fulfil the requirements described in the Football Stadiums: Technical Recommendations and Requirements publication and comply with the safety and security standards and other FIFA regulations, guidelines and instructions for international matches. The fields of play, accessory equipment and facilities shall be in optimum condition and comply with the Laws of the Game and all other relevant regulations. Each stadium shall have spare goals, nets and corner flags located in close proximity to the field of play for contingency purposes.*
2. *Periodic safety checks for the benefit of spectators, players and officials shall be carried out on the stadiums selected for matches in the preliminary competition by the authorities responsible. If requested, the associations shall provide FIFA with a copy of the relevant safety certificate, which shall not be more than one year old”.*

120. Article 3(3) heading and (b) of the FIFA WC Regulations determine as follows:

- “The responsibilities of the FIFA Organising Committee include but are not limited to:*
- b) *fixing the dates and venues of the matches in the final competition as well as in the preliminary competition whenever associations fail to agree”;*

121. Finally, article 12(c) and (d) of the FIFA Disciplinary Code (2011 edition) determine the following:

- “The following sanctions are applicable only to legal persons:*

- c) *Playing a match on neutral territory;*
- d) *ban on playing in a particular stadium”;*

122. Based on the above provisions, the Panel finds that the FIFA Emergency Bureau may interfere and decide that a match cannot be played at an association’s preferred venue if, *inter alia*, i) safety and security standards are not complied with; ii) the stadium and facilities do not fulfil the relevant requirements; iii) a hosting member nation is subject to a sanction; and iv) the associations fail to agree on a venue due to a material reasoned objection raised by the other association. The right to play a home game in the country where the association is based is therefore not an absolute right, but a general right that can only be deviated from in certain specific situations.
123. This interpretation of the Panel seems to be supported by IFA insofar it argues that the fact that FIFA bans IFA from hosting its home matches on the territory of Iraq does not nullify nor alter nor alienate its fundamental right and autonomy to fix at its own choosing and without excessive restrictions the venues of its home matches outside the territory of Iraq, and choose such venue in such a way that it still maintains the sporting advantages and financial benefits that the home-matches so deliver. In fact, IFA argues that nobody except IFA possesses the right to choose another venue for its home-matches.
124. The Panel acknowledges that national associations normally do not explicitly agree on the venue chosen by the opponent, but finds that the absence of an explicit agreement, as is the case here, does not necessarily mean that the associations have failed to agree in the context of article 3(3)(b) of the FIFA WC Regulations.
125. However, obviously, under certain circumstances a national association may object to the venue chosen by the host federation, *e.g.* if the venue chosen does not comply with the criteria set out in the FIFA Regulations. The Panel finds that this right to object exists even in the absence of a specific provision in the FIFA WC Regulations entitling national associations to do so.
126. It is under such circumstances, *i.e.* in case of an objection, that the Panel considers there to be a “failure to agree” in the context of article 3(3)(b) of the WC Regulations and that FIFA is entitled to interfere. A different reading would render this provision nonsensical, because it explicitly refers to a situation of “failing to agree”.
127. In the matter at hand, neither IFA nor SAFF clearly objected to the home venues chosen by one another (although IFA’s letter to FIFA dated 26 April 2016 may be understood as an implicit objection to SAFF’s intention to play its home game against Iraq in Saudi Arabia), however FIFA, as is indeed its responsibility as the world governing body of football and organiser of the competition, detected a potentially politically-sensitive situation at an early stage and tried to prevent escalation by deciding that both matches had to be played on neutral ground. The Panel finds that FIFA was in principle entitled to interfere as it would be overly formalistic to maintain that FIFA had to wait until either IFA or SAFF would object to the home venues chosen by the opposing national association, *i.e.* until the situation had escalated.

128. Notwithstanding the above, importantly, the Panel finds that if the FIFA Emergency Bureau was of the intention to take away SAFF's right to host its home match against Iraq in Saudi Arabia on the basis of article 3(3)(b) of the FIFA WC Regulations, it was obliged to hear the views of SAFF first pursuant to article 14(1) of the FIFA WC Regulations: "*All disputes in connection with the FIFA World Cup™ shall be promptly settled by negotiation*".
129. Although SAFF attempted to open a discussion with FIFA by email dated 7 June 2016, *i.e.* after the Appealed Decision was already issued, on 10 June 2016 FIFA informed SAFF that the Appealed Decision was final and binding and not subject to appeal. FIFA's argument that the Appealed Decision was made in a context where further "negotiation" (at least by FIFA) was neither possible nor appropriate (para. 23 of FIFA's Answer), is not considered to be convincing by the Panel.
130. Should an attempt have been made by the FIFA Emergency Bureau to hear the views of both SAFF and IFA and should this not have resulted in an agreement between SAFF and IFA on the venues of their respective home matches, the Panel finds that FIFA could indeed interfere and issue a decision on the basis of article 3(3)(b) of the FIFA WC Regulations. However, the FIFA Emergency Bureau failed to conduct any negotiation and merely decided against SAFF, without hearing SAFF first.
131. The Panel finds that this failure of the FIFA Emergency Bureau constitutes a violation of SAFF's right to be heard, because SAFF's interests were directly affected by the Appealed Decision, without SAFF being granted an opportunity to defend itself or to negotiate. The consequences of this violation of SAFF's right to be heard are two-fold and will be covered in chapter ii and chapter iii below, respectively.
132. Consequently, the Panel finds that SAFF's right to be heard was violated in the proceedings before the FIFA Emergency Committee.
- ii) *Can the alleged procedural defects (violation of right to be heard) in the proceedings before the FIFA Emergency Committee be cured and/or is the matter to be referred back to the FIFA Emergency Committee for a new decision?***
133. SAFF maintains that the Appealed Decision was issued without prior notification to SAFF and without hearing it on the issue and that the Appealed Decision was reached notwithstanding that the business apparently on the agenda for the FIFA Emergency Bureau concerned the location of Iraq's home fixtures, not its corresponding away fixtures. SAFF however does not request CAS to uphold the appeal for this reason or for the dispute to be referred back to the FIFA Emergency Committee for a new decision to be taken.
134. FIFA argues that, according to consistent CAS jurisprudence, Article R57 of the CAS Code applies to "cure" any (alleged) procedural irregularities that occurred in the first instance.
135. Also IFA argues that, if it were proven that SAFF was not heard on the matter when FIFA rendered the Appealed Decision, this has no bearing whatsoever on the jurisdictional and

admissibility elements of the appeal. In fact, even if the Panel decides that it has basis to review the Appealed Decision, such claim is still irrelevant since Article R57 of the CAS Code grants the Panel full power to review the facts and the law of the case and hence cures infringements of a due process right that may have been committed by the body issuing the Appealed Decision.

136. Article R57 of the CAS Code provides the following:
“The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance. [...]”
137. The Panel observes that long-standing and consistent CAS jurisprudence determines the following in respect of the *de novo* competence of CAS in appeals proceedings:
A de novo hearing is “a completely fresh hearing of the dispute between the parties, any allegation of denial of natural justice or any defect or procedural error even in violation of the principle of due process which may have occurred at first instance, whether within the sporting body or by the Ordinary Division CAS panel, will be cured by the arbitration proceedings before the appeal panel and the appeal panel is therefore not required to consider any such allegations” (CAS 2008/A/174, para 42; see also: MAVROMATI/REEB, *The Code of the Court of Arbitration for Sport*, 2015, p. 508).
138. The Panel therefore has discretion to decide *de novo* and is not obliged to refer the matter back to the first instance or render a decision itself and notes that CAS panels usually cure a violation of the right to be heard themselves without referring the matter back to the first instance.
139. Different from the majority of cases before CAS where a party argues that its right to be heard has been violated in the proceedings before the first instance, in the present matter SAFF’s right to be heard was a precondition for FIFA to interfere and render a decision (see chapter iii below). The Panel finds that in such situation, a violation of the right to be heard cannot always simply be repaired in the proceedings before CAS.
140. Although the violation of SAFF’s right to be heard in the present case is in principle a good reason to refer a matter back to the first instance in order for the FIFA Emergency Bureau to open a negotiation before deciding on the issue, the Panel however finds that this is not appropriate in the matter at hand, for the situation has manifestly changed since the date the FIFA Emergency Bureau issued its Appealed Decision.
141. At the time of issuance of the Appealed Decision, both matches between SAFF and IFA still had to be played. However, in the meantime, the home game of Iraq against Saudi Arabia was already played in Malaysia on 6 September 2016.
142. The Panel finds that any negotiations between IFA and SAFF on the issue of determining the venues of their respective home matches would most likely be futile at this stage, for the leverage of IFA and SAFF is limited due to the fact that Iraq already played its home match in Malaysia. From a discussion about the venues of two matches (at a time when a negotiation

may potentially have resolved the issue), the discussion is currently limited to only one match. The only issue of discussion that remains is therefore the venue for the home match of Saudi Arabia against Iraq. IFA, however, has no incentive to agree on this match being played in Saudi Arabia and SAFF has no incentive to agree on playing this match on neutral territory, as they had before the Appealed Decision was issued.

143. Consequently, the Panel finds that the matter is not to be referred back to the FIFA Emergency Bureau, for a negotiation to be conducted between the FIFA Emergency Bureau, SAFF and IFA at this stage is bound to fail.

iii) *Did the FIFA Emergency Bureau have a legal basis to decide that SAFF could not play its home match against IFA in Saudi Arabia?*

144. FIFA relies specifically on article 3(3)(b) of the FIFA WC Regulations in order to interfere with SAFF's intention to play its home match against Iraq in Saudi Arabia. It is also explicitly stated in the minutes of the meeting of the FIFA Emergency Bureau held in Mexico City on 10 May 2016 that this provision was the legal basis for the FIFA Emergency Bureau to interfere.

145. FIFA maintains that SAFF, on 10 January 2016, itself requested AFC to play all club matches between clubs from Saudi Arabia and clubs from Iran on neutral venues. Despite objections from IFA, this request was upheld by AFC on 16 March 2016. FIFA also argues that IFA has a historical practice of staging home games in Iran.

146. SAFF submits that no explanation was provided for the departure from the practice adopted in Round Two of the Qualifiers whereby, in circumstances where the venue for a home match was changed from the home ground to a neutral ground, the corresponding away match was unaffected. In this respect, SAFF refers to the following examples:

- a) *the Group A fixture of Timor Leste versus United Arab Emirates played on 16 June 2015 was moved to Malaysia, apparently because the facilities of the stadium in Dili did not fulfil FIFA's requirements as set out in the World Cup Regulations;*
- b) *the Group C fixture of Maldives versus China PR played on 8 September 2015 was moved to China PR due to the poor condition of the pitch at the Maldives National Stadium, meaning again the facilities did not meet the required standards;*
- c) *in Group G, Myanmar's home fixtures versus South Korea, Lebanon and Laos on 16 June 2015 and 8 and 13 October 2015 respectively were played in Thailand due to sanctions imposed by FIFA after an incident of crowd violence in a 2014 World Cup qualifier;*
- d) *the Group A fixture of Palestine versus Saudi Arabia scheduled for 13 October 2015 was postponed to 9 November 2015 and moved to a neutral venue, Jordan, as the Palestinian government could not guarantee the safety and security of the match;*
- e) *the Group A fixture of Palestine versus Malaysia played on 21 November 2015 was moved to a neutral venue, Jordan, for the same reason;*

- f) *in Group E, all of Afghanistan's home fixtures were played in Iran due to security concerns arising from the war in Afghanistan;*
 - g) *in Group E, all of Syria's home matches were played in Oman due to security concerns arising from the Syrian civil war;*
 - h) *in Group F, all of Iraq's home matches were played in IR Iran due to security concerns arising from the Iraqi civil war; and*
 - i) *in Group H, all of Yemen's home matches were played in Qatar due to security concerns arising from the conflict in Yemen".*
147. FIFA objects to the comparison of the situation at hand with the examples listed by SAFF. Particularly the circumstance that IFA cannot play its home game against Saudi Arabia in Iran because of travel restrictions being imposed by the Saudi Arabian government on its citizens for travelling to Iran makes the situation exceptional. FIFA submits that in the examples mentioned by SAFF, there was no disagreement between the associations in question, nor was there any request that both matches be played on neutral ground.
148. IFA's principal argument is that all the arguments of SAFF are based on the hypothetical assumption that the FIFA WC Regulations grant it an absolute right to host the match in question. There is however no absolute right in this respect. When one party (e.g. IFA) cannot play its home game in its preferred home venue, the other party (e.g. SAFF) has no right to play its home game in its preferred home venue.
149. IFA submits that, due to the security situation of Iraq, FIFA does not permit IFA the staging of international matches on the territory of Iraq. This constraint has been in place since 2003. In view of this development, FIFA granted IFA the right to choose venues outside Iraq to host its home matches. This means that the country in which IFA chooses to stage its home matches becomes IFA's adopted-home.
150. According to IFA, and with reference to article 21(1) of the FIFA WC Regulations, in a home-away setting, each association fixes the venue of its home match and if the associations concerned cannot agree on the venues of the matches, the FIFA Organising Committee makes the final decisions. The right to host a home match thus also requires the agreement of the opponent party, or stating it differently, if the visiting team objects to such selection, the right to decide where the match shall be played goes to FIFA.
151. IFA further argues that the reason why its home game could not take place in Iran is not attributed to an own fault of IFA or its government. To the contrary, such reason is attributed to an action taken by the government of Saudi Arabia. Further to the general legal principle of *nemo auditor propriam turpitudinem allegans*, it should be unacceptable for a party to benefit from its own wrong.
152. As already quoted above, article 3(3) heading and (b) of the FIFA WC Regulations determine as follows:

“The responsibilities of the FIFA Organising Committee include but are not limited to:

b) fixing the dates and venues of the matches in the final competition as well as in the preliminary competition whenever associations fail to agree”;

153. As set out *supra*, the Panel finds that the FIFA Emergency Bureau may in principle interfere and decide that a match cannot be played at an association’s preferred venue if, *inter alia*, i) safety and security standards are not complied with; ii) the stadium and facilities do not fulfil the relevant requirements; iii) a hosting member nation is subject to a sanction; and iv) the associations fail to agree on a venue due to a material reasoned objection raised by the other association. The right to play a home game in the country where the association is based is therefore not an absolute right, but it is a general right that can only be deviated from in certain specific situations.
154. The Panel observes that it is not in dispute that there are no problems with SAFF’s compliance with the safety and security standards being complied with, that the stadium and facilities do not fulfil the relevant requirements or that a sanction was imposed on SAFF preventing it from playing its home games in Saudi Arabia.
155. The only possible remaining reason to take away SAFF’s general right to play its home games in Saudi Arabia is therefore the failure to agree on the venue with the association of the opposing team.
156. The Panel finds that SAFF’s request to play all matches between clubs from Saudi Arabia and clubs from Iran on neutral venues was limited to i) club matches in AFC competitions and not to international matches between the countries themselves in FIFA competitions; and ii) matches taking place between Saudi Arabia and Iran, not to matches taking place between Saudi Arabia and Iraq. The Panel therefore finds that SAFF’s request to AFC of 10 January 2016 is not relevant for the matter at hand.
157. FIFA’s argument that in the examples mentioned by SAFF there was no disagreement between the associations in question, nor was there any request that both matches be played on neutral ground, must be dismissed, for the Panel finds that there was also no disagreement between SAFF and IFA on the venue of SAFF’s home match.
158. It can be derived from the factual overview *supra* that IFA, on 17 April 2016, indicated to AFC that it wanted to play all its home matches in Round Three in Iran. It was then AFC that, on 22 April 2016, informed IFA that *“we regret to inform you that your request to play your home matches in IR Iran cannot be accommodated”*, without any evidence that SAFF in any way interfered in or influenced AFC’s decision to issue such letter. On 26 April 2016, IFA subsequently however reiterated its request to play its home matches against Japan, United Arab Emirates, Thailand and Australia in Round Three in Iran. In respect of the match against Saudi Arabia, IFA suggested that the home matches of both Saudi Arabia and Iraq had to be played on neutral ground, because SAFF was responsible (due to the travel restrictions imposed on Saudi citizens by the government of Saudi Arabia) for the fact that Iraq could not play its home match against Saudi Arabia on its preferred alternative home ground in Iran, which

suggestions was endorsed by the FIFA Emergency Bureau on 10 May 2016 (the Appealed Decision).

159. In rendering the Appealed Decision, neither the FIFA Emergency Bureau, nor IFA deemed it necessary to involve SAFF in the decision-making process. There is no evidence on file suggesting that SAFF was aware of the discussions taking place between IFA and FIFA, nor is this contended by IFA or FIFA. In the absence of any failure to agree between SAFF and IFA being established, the Panel finds that the FIFA Emergency Bureau was not entitled to interfere in the matter and order SAFF to play its home match against IFA on neutral territory before conducting a negotiation with all parties involved. The FIFA Emergency Bureau's failure to hear SAFF before issuing the Appealed Decision made it impossible for the FIFA Emergency Bureau to decide on the matter in accordance with the FIFA WC Regulations. The failure of the FIFA Emergency Bureau thus also has consequences for the merits of the case.
160. The Panel finds that the Appealed Decision was not unreasonable from a fairness perspective. In fact, it may indeed have been the most appropriate solution in this delicate politically-sensitive matter at the time. However, the fact remains that, based on the FIFA WC Regulations, the FIFA Emergency Bureau had no regulatory basis to take away SAFF's right to play its home match against Iraq in Saudi Arabia before conducting a negotiation with all parties involved pursuant to the FIFA WC Regulations.
161. Accordingly, the Panel finds that FIFA did not comply with its duty to attempt to settle disputes by negotiation, by failing to ask SAFF for its opinion before deciding. The mere fact that the FIFA Emergency Bureau considered it fair to order both IFA and SAFF to play their home matches on neutral territory because of "*equal sporting treatment*" does not make this any different.
162. In respect of IFA's argument that in consideration of the general principle of *nemo auditor propriam turpitudinem allegans*, it should be unacceptable for a party to benefit from its own wrong, the Panel finds that such legal principle is not violated in the matter at hand, because, importantly, no fault of SAFF has been established. There is no evidence on file suggesting that FIFA considers the travel restrictions imposed on its citizens by the government of Saudi Arabia to be unlawful government interference, in violation of the FIFA Statutes.
163. Consequently, the Panel finds that the FIFA Emergency Bureau did not have a legal basis to decide that SAFF could not play its home match against IFA in Saudi Arabia before conducting a negotiation with all parties involved. Therefore, the match shall be hosted by the Saudi Arabian Football Federation in accordance with the Regulations 2018 FIFA World Cup Russia and not on a neutral ground, subject to new facts which would affect the security of that game.

B. Conclusion

164. Based on the foregoing, and after having taken into due consideration both the regulations applicable and all the evidence produced and all arguments submitted, the Panel holds that:
- a) SAFF's right to be heard was violated in the proceedings before the FIFA Emergency Committee.
 - b) The matter is not to be referred back to the FIFA Emergency Bureau, for a negotiation to be conducted between the FIFA Emergency Bureau, SAFF and IFA at this stage is bound to fail.
 - c) The FIFA Emergency Bureau did not have a legal basis to decide that SAFF could not play its home match against IFA in Saudi Arabia before conducting a negotiation with all parties involved.
 - d) The match shall be hosted by the Saudi Arabian Football Federation in accordance with the Regulations 2018 FIFA World Cup Russia and not on a neutral ground, subject to new facts which would affect the security of that game.
165. Any other and further motions or prayers for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The CAS has jurisdiction to hear the appeal filed by the Saudi Arabian Football Federation on 8 June 2016 against the decision issued on 18 May 2016 by the Emergency Bureau for the FIFA World Cup Qualifiers of the *Fédération Internationale de Football Association*.
2. The appeal filed by the Saudi Arabian Football Federation on 8 June 2016 against the decision issued on 18 May 2016 by the Emergency Bureau for the FIFA World Cup Qualifiers of the *Fédération Internationale de Football Association* is upheld.
3. The decision issued on 18 May 2016 by the Emergency Bureau for the FIFA World Cup Qualifiers of the *Fédération Internationale de Football Association* is set aside insofar it concerns the game scheduled to be hosted by the Saudi Arabian Football Federation on 28 March 2017.

4. The game of the Kingdom of Saudi Arabia against the Republic of Iraq in the preliminary competition for the FIFA World Cup Russia, scheduled to be hosted by the Saudi Arabian Football Federation on 28 March 2017, shall be hosted by the Saudi Arabian Football Federation in accordance with the Regulations 2018 FIFA World Cup Russia and not on a neutral ground, subject to new facts which would affect the security of that game.
5. (...).
6. (...).
7. (...).
8. All other and further motions or prayers for relief are dismissed.