



Arbitration CAS 2012/A/2802 Al Masry SC v. Egyptian Football Association (EFA), award of 2 October 2012 (operative part of 24 July 2012)

Panel: Mr Olivier Carrard (Switzerland), President; Mr José Juan Pintó (Spain); Mr Mohamed Abdel Raouf (Egypt)

Football

Disciplinary sanction imposed on a club for incidents caused by its supporters

CAS power to decide upon its own jurisdiction and failure of the respondent to participate in the arbitration

Strict liability of a club for the conduct of its supporters under Article 67(1) of the FIFA Disciplinary Code

Force majeure and strict liability for the behaviour of the supporters of a club

1. In principle, an international arbitral tribunal seating in Switzerland such as the CAS does not examine *ex officio* whether or not a valid arbitration agreement exists between the parties. The situation is nevertheless different if the respondent fails to participate in the arbitration. In such a case, the arbitral tribunal must examine whether or not it has jurisdiction to hear the case.
2. There is nowadays a large consensus among football associations and federations on the necessity to provide a strict liability rule in order to ensure that clubs hosting football matches shoulder the responsibility for their supporters' conduct. This large consensus is reflected on Article 67(1) of the FIFA Disciplinary Code (2011 Edition), which provides that the home association or home club is liable for improper conduct among spectators, regardless of the question of culpable conduct or culpable oversight, and, depending on the situation, may be fined. The objective of such rule is not to penalize clubs for their own wrongdoings, but rather to deter and prevent violent conduct from their supporters. In accordance with the principle of strict liability, a football club may therefore be sanctioned for the conduct of its supporters even if it was not at fault. The application of such principle is an exception to the general principle of law *nulla poena sine culpa*.
3. Force majeure is concerned with impossibility of performance. The question of the applicability of force majeure must be resolved by taking into account the purpose of the strict liability. If the real targets of the sanction are the supporters, the impossibility of performance must concerns in the first place the supporters. Failures in the organization of the game cannot amount to a blank check given to the supporters.

I. FACTS

A. The Parties

1. Al Masry SC (“Al Masry”, the “Club” or the “Appellant”) is an Egyptian Premier League football club, based in Port Said, affiliated to the Egyptian Football Association.
2. The Egyptian Football Association (the “Respondent” or the “EFA”) is the national governing body of football in Egypt and is affiliated to FIFA.

B. The Discussions between the Appellant and the EFA during the Interruption of the 2010/2011 Season

3. Because of the political events that were taking place in Egypt during the 2010/2011 season, the Egyptian Premier League (“the Premier League”) was interrupted in January 2011.
4. On 17 March 2011, a meeting took place between the representatives of the EFA and the Premier League clubs in order to discuss the possible resumption of the competition.
5. It was decided that the Premier League was to resume on 13 April 2011.
6. On 9 April 2011, another meeting took place between representatives of the clubs and members of the Port Said police forces. A “coordination report” was presented at this occasion to the clubs’ representatives, in order to define the responsibilities of the various parties.
7. The Ministry of Interior insisted that its role was to secure the people in charge of the controls at the entrance of the stadium, not to inspect the spectators. According to the Ministry of Interior, it was therefore the organizers’ responsibility to make sure that spectators did not enter into the stadium with weapons or inflammable material.
8. The clubs’ representatives opposed the content of the “coordination report”, arguing that they did not have the capability to assume their role with regard to the inspection of the spectators at the entrance of stadiums. They also indicated that it was impossible to organize football matches under the circumstances at that time.
9. By letter dated 9 April 2011, the Chairman of the Appellant’s Board of Directors, Mr Kamel Abu Ali, pointed out that Al Masry is not capable of inspecting spectators at the entrance of the stadium.
10. Notwithstanding the above, the Premier League resumed on 13 April 2011.
11. On 3 July 2011, Mr Mohsen Sheta, Al Masry’s Executive Director, reiterated once again that Al Masry is not capable of inspecting the spectators at the entrance of the stadium.

C. The Events of 1 February 2012

12. On 1 February 2012, Al Masry played against Al Ahly in the Premier League season 2011/2012.
13. According to the exhibits filed by the Appellant in support of its appeal brief, the match kick-off was delayed thirty minutes because Al Masry fans were on the pitch before the start of the match.
14. During half-time and after each of the second half goals for Al Masry, the latter's supporters invaded the pitch.
15. Al Masry contends that, during the second half of the match, the Al Ahly supporters shouted verbal abuse to Al Masry supporters and broke the doors that separated supporters of both teams.
16. After the final whistle, thousands of Al Masry supporters invaded the pitch.
17. A large melee ensued during which 74 people were killed.
18. According to the witness statement of the Police Officer who was responsible for securing the area assigned to Al Ahly supporters, Mr Ashraf Salem, there were several security defaults in the organization of the match:
 - the area surrounding the Port Said Stadium was not secured as in previous matches;
 - the security officers at the gates failed to perform their tasks because of the shortage of security forces outside the Port Said Stadium (tickets collection and body search);
 - the police forces were not deployed before the end of the match in order to prevent the supporters from invading the pitch; and
 - the supervising security officers failed to execute the security plan.
19. Furthermore, Mr Ashraf Salem pointed out that the internal gates of the Port Said Stadium were opened to the inside, which constituted a violation of the "Egyptian Building Code".
20. For his part, the Appellant's second witness, Mr Mohamed Said Elsanbody, explained in his witness statement that the normal security plan for matches like that of 1 February 2012 consisted for the police forces to form four circles outside and inside the stadium. He added that the task of the police officers forming the first two circles is normally to ensure that spectators hold a ticket for the match. Mr Elsanbody nevertheless pointed out that, on 1 February 2012, the first and second circles were never formed. He also mentioned the fact that the fourth circle, which is supposed to be inside the spectator's area, was composed by unprepared individuals.

21. The Panel considers that the above witness statements given by Messrs Ashraf Salem and Mohamed Said Elsanbody are reliable.

D. The Consequences of the Port Said Tragic Events

22. On 2 February 2012, the Egyptian Prime Minister, Mr Kamal Al Ganzouri, announced the dissolution of the EFA Board of Directors.
23. Furthermore, in April 2012, Egypt's Prosecutor-General referred 75 suspects to the criminal court. These people include 9 police officers, three officials and several supporters of the Appellant.

E. The Sanction imposed to the Appellant by the EFA

24. On 21 March 2012, the EFA rendered a decision according to which:

- 1- *Al Ahly team player Hussam Ghaly has committed a misconduct act against the match referee.*
- 2- *The Technical coach of Al Ahly, Mr. Manuel Gozey committed also a misconduct act against the Match Referee.*
- 3- *Al Ahly Club supporters accompanying the team raised attacking banners and ignited fireworks and throwing them on playing area.*
- 4- *The Supporters of Al Masry Team attacked the Supporters of Al Ahly Club team, which resulted in falling some victims as casualties for such shocking incident and some had fallen injured and hurt.*
- 5- *Default by Al Masry Club with the hosted team and its supporters.*

25. The EFA therefore decided to impose the following sanctions to both clubs:

- 1- *To deprive Al Ahly Club from playing with its supporters for official four matches in any competition organized by the Egyptian Football Association for the repeated acts by its supporters to ignite fireworks and throw them in the playing area during the match and for raising banners carrying insulting phrases.*

[...]

- 4- *To ban playing at Port Said Governorate Stadium for three Georgian years, as from the effective date of the resolutions for the events occurred in the match.*
- 5- *As per Disciplinary Code, Article (12) and Article (28) of FIFA; article (25), paragraph (9) of Egyptian Football Association Competition Tournaments Regulations, to exclude (deprive) the First Team of Al Masry Club from participation in sports activities of the Egyptian Football Association for two sessions (2011/2012) and (2012/2013), without prejudice to the rights of Junior, Youth, and underage teams from participation in order to save sports primes, and Al Masry Club shall abide by the*

contracts of its First Team Players... Al Masry Club is entitled to participate in the activities of the Association as from the start of National Competition Tournaments (First Section) Sports session (2013/2014), after fulfilling the penalty.

F. The Decision of the EFA Appeal Committee

26. On 1 April 2012, Al Masry filed an appeal against the EFA decision before the EFA Appeal Committee.
27. On 24 April 2012, the Appeal Committee of the EFA rendered its decision (the “Decision”), holding the following, *inter alia* (English translation provided by the Appellant):

FIFTH:

The Committee undoubtedly proved based on the reports of the match referee and superintendents and watching the official match video recording and CD attached to Al-Ably grievance as well as the report prepared by the fact-finding committee formed by the People’s Assembly, that Al-Masry club committed the following violations:

- 1) *Allowing entry of fans with solid objects, white arms, laser lights and banners with abusive expressions;*
- 2) *Failing to provide easy open and close gates for the entry & exit of fans for any emergency situations;*
- 3) *Al-Masry fans massively shouted throughout the whole match with threatening words for Al-Ably fans to be effect that they shall never return back home as they will die and be buried inside Port Said;*
- 4) *Al-Masry fans threw missiles, fireworks and flammable materials into the playground and toward refereeing team and Al-Ably team players and its coaching team;*
- 5) *Bottles and solid objects were thrown towards the assistant referee and Al Ably coaching team;*
- 6) *Laser lights were pointed towards Al-Ably goalkeeper during the match;*
- 7) *Fans descended into the playground during the two halves interval trying to assault Al-Ably fans as well as descending to the playground after each goal scored by their team;*
- 8) *Al-Masry fans spread over the playground upon the final whistle from all stands in mass numbers attacking some of Al-Ably team players and its coaching team and then ascended to Al-Ably fans stands accompanied with solid objects and aforesaid arms and committed violent attacks towards Al-Ably fans causing such tragic events*

never witnessed throughout the whole works leaving behind (72) dead people and hundreds of injuries;

Whereas Article (98/B) of the Competitions Regulations stipulates: “hosting team organizing the match, whether on its own playground or any other playground, is to be held responsible for the behavior of its players, coaching, administrative & medicinal team and fans, with regard to their direct or indirect misconducts in violation to the public order”; meanwhile, Article (67) of the FIFA Disciplinary Code concerning fans behavior stipulates: “Club is to be held responsible for its fans misbehavior regardless committed intentionally or neglectfully, which included showing violence towards individuals or properties, releasing gases, launching fireworks, raisin political slogans in any manner, pronouncing insults or abusive words, or entrance to the playground, which the Committee opines to apply the provisions of Article (20) of the aforesaid Grievances Committee Regulations, and shall further pass its resolution this regard in compliance with the event fatality and situation gravity for the Egyptian community and as a protective means against occurrence; thus, it hereby decides as per the provisions of Article (25/9) of the Competition Regulations and Article (28) of the International Disciplinary Code to ban the premier team of Al-Masry club form participating on any of the EFA events for one year (2012/2013) without prejudice to prejudice to the rights of the youth, underage and buds teams from participating into the competitions while instructing Al-Masry club to comply with its premier team players’ contracts as enacted by the true law provisions rendering Al-Masry premier team to downgrade to the secondary league teams while being entitled to participate therein as of season 2013/2014 upon satisfying such penalties as per the provisions of Article (25/12) of the Competitions Regulations and Paragraph (9) of well as Articles (12/1) and (29) of the international Disciplinary Code in addition to further banning it from playing its match with its fans attending, whether those held on its own playground or opposing team’s playground for only one season (2013/2014) as per the provisions of Article (25/4) of Competitions Regulations and Paragraph (2) of Clause (THIRD) of Article (43) of the EFA Articles of Association as well as Article (12/B) and (24) of the international Disciplinary Code.

SIXTH: *The Committee deems as fit to apply the provisions of Paragraph (4) of Clause (THIRD) of Article (43) and Articles (12/D) and (26) of the International Disciplinary Code so as to ban holding any game matches on Port Said Stadium for four calendar years due to the tragic incidents provided that such banning shall be effective as of today’s date based on the fact that such penalty is site-related but not sport-activity-related.*

SEVENTH: *The Committee deems as fit to apply the provisions of Article (126) of EFA Competitions Regulations and Article (12/C) of the International Disciplinary Code to the effect that precautionary procedures should be taken by holding the next four live matches between Al-Ahly and Al-Masry teams without fans on neutral playground located too far away by (200) kilometers from Cairo and Port Said governorates.*

28. In summary, the Appellant was:

- (1) banned from participating in any EFA events for the season 2012/2013;
- (2) relegated to the second Egyptian league for the season 2013/2014 with fans excluded from attending any games at home or outside;
- (3) banned from holding any games at the Port Said Stadium for four calendar years; and
- (4) obliged to play the next four matches against Al Ahly on a neutral stadium, distant at least 200 kilometers from Cairo and Port Said.

G. Proceedings before the Court of Arbitration for Sport

29. On 17 May 2012, the Appellant filed a statement of appeal with the CAS pursuant to Article R47 of the Code of Sports-related Arbitration (the “Code”), against the Respondent with respect to the Decision.
30. Together with its statement of appeal, the Appellant filed an application for a stay of the Decision. The Appellant requested an Order on provisional measures before 31 May 2012, before the beginning of the training period prior to the start of the 2012/2013 season which was scheduled on 24 July 2012 with the Egyptian Cup.
31. The Appellant’s application was based on the alleged irreparable harm that it would suffer should the Decision not be stayed. The Appellant also invoked that its chances of success could not be discounted and that the Respondent would not suffer any obvious harm as a result of the stay of the Decision.
32. On 22 May 2012, when initiating the procedure, the CAS Court Office, pursuant to Article R37 of the Code, granted a deadline until 29 May 2012 to the Respondent to provide its position on the Appellant’s application for a stay. Furthermore, the CAS Court Office informed the parties that pursuant to Article R51 of the Code, the Appellant was invited to file, within ten days following the expiry of the time limit for the appeal, a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits upon which it intended to rely.
33. By letter dated 23 May 2012 to the CAS Court Office, the Appellant requested a 15-day extension to file its appeal brief.
34. On 24 May 2012, the CAS Court Office invited the Respondent to indicate, by 28 May 2012, whether it agreed with the Appellant’s request. The CAS Court Office informed the parties that the Respondent’s silence would be considered as an agreement.
35. On 28 May 2012, the EFA sent a correspondence to the CAS Court Office explaining the procedure before the EFA and stating that the Appellant, on 3 May 2012, appealed against

the Decision before the EFA Appeal Committee pursuant to Article 21 of the “*appeal regulation*”.

36. The EFA did not send any further submission with respect to the Appellant’s application for provisional measures.
37. On 29 May 2012, the CAS Court Office sent a letter to the parties inviting the Appellant to provide its position with respect to the internal appeal filed on 3 May 2012. Furthermore, the CAS Court Office took note of the absence of any objection with regard to the extension requested by the Appellant.
38. On 30 May 2012, the Appellant informed the CAS Court Office that the Decision was final and binding to all parties and could not be appealed inside the EFA pursuant to Article 42 (3) of the EFA Statutes. Furthermore, the Appellant indicated that Article 21 of the EFA Statutes was not applicable in the present matter.
39. On the same day, the CAS Court Office informed the parties that the deadline for filing the appeal brief was extended until 13 June 2012.
40. By facsimile dated 31 May 2012, the Appellant communicated a letter dated 30 May 2012 received from the EFA regarding the CAS jurisdiction. In such letter, the EFA pointed out the following:

Therefore, the Egyptian Football Association hereby assures that appealing before Grievance (Appeal) Committee against resolutions rendered by the Association or its committees is the last instance of litigation in the Egyptian Football Association, and appealing its decision in further stages is to be made before the Court of Arbitration for Sport.
41. By Order dated 31 May 2012, the Deputy President of the Appeals Arbitration Division of the CAS, ruling *in camera*, decided that the application for provisional and conservatory measures filed by the Appellant was to be rejected, because the later could not be considered as suffering any irreparable harm should the Decision not be stayed.
42. By facsimile dated 11 June 2012, the Appellant requested an additional 10-day extension for filing its appeal brief explaining that such extension was necessary for the collection of evidence.
43. On 12 June 2012, the CAS Court Office noted the Appellant’s request and invited the Respondent to indicate whether it agreed with it by 15 June 2012.
44. On 18 June 2012, the CAS Court Office informed the parties that in the absence of any answer from the Respondent, the Appellant’s request for an extension to file its appeal brief was extended until 25 June 2012.
45. On 25 June 2012, the Appellant filed its appeal brief, requesting that a hearing take place during the third week of July, i.e. before the start of the 2012/2013 season.

46. On 26 June 2012, the parties were informed by the CAS Court Office that, pursuant to Article R55 of the Code, the Respondent was to submit its answer within twenty days of receipt of the said letter. The parties were also informed that the Panel established to decide the case was composed of:

President: Mr Olivier Carrard, attorney-at-law in Geneva, Switzerland

Arbitrators: Mr José Juan Pintó, attorney-at-law in Barcelona, Spain

Dr Mohamed Abdel Raouf, Director of the Cairo Regional Centre for International Commercial Arbitration in Cairo, Egypt
47. On 9 July 2012, the CAS Court Office informed the parties that the Panel had decided to hold the hearing on 20 July 2012 at the CAS headquarters and asked the parties to confirm by 13 July 2012 that they would attend the hearing.
48. The Respondent failed to file any answer within the abovementioned deadline even though it has been duly notified by the CAS Court Office with all submissions and supporting documents submitted by the Appellant in the present proceedings.
49. On 13 July 2012, the CAS Court Office requested the Appellant to provide to the CAS a copy, in English, of provisions referred to in its appeal brief, as well as of any other provision which it deemed applicable to the dispute, by 17 July 2012.
50. On 16 July 2012, the Appellant submitted new evidence to the CAS Court Office.
51. On the same day, the CAS Court Office acknowledged receipt of the Appellant's letter and invited the Respondent to indicate by 18 July 2012 whether it had any objection on the admissibility of the new evidence submitted by the Appellant.
52. By letter dated 19 July 2012, the CAS Court Office informed the parties that it did not receive the Respondent's answer by facsimile within the deadline prescribed pursuant to Article R55 of the Code and following the instructions sent on 13 July 2012. Moreover, it noted that the Respondent failed to object to the admissibility of the new evidence submitted by the Appellant on 16 July 2012. Finally, an Order of Procedure was enclosed with the CAS Court Office's letter. The parties were requested to sign it and return it to the CAS Court Office before the hearing that was to take place on 20 July 2012.
53. This Order of Procedure was returned signed by the Appellant on 19 July 2012. The Respondent failed to sign and return the Order of Procedure.

H. The Parties' Submissions

i) *Appellant's Submissions and Requests for Relief*

54. In summary, the Appellant's submissions in support of its appeal are threefold:

- a. Firstly, the Appellant alleges that it cannot be held liable for the incidents that took place on 1 February 2012, given the very particular circumstances surrounding this tragic event. In substance, the Appellant contends that:
 - the Egyptian Ministry of Interior failed to provide proper protection for the people in charge of the security, which allowed many non-ticket holders to enter into the stadium;
 - the Egyptian Ministry of Interior failed to call off the match after the barrier preventing the Al Ahly fans from entering into the pitch was damaged;
 - the Egyptian Ministry of Interior failed to prevent the Al Ahly fans from entering into the pitch;
 - the instructions received from the Ministry of Interior were not accepted by the Appellant;
 - it was forced by the EFA to resume the Premier League on 13 April 2011, notwithstanding the fact that the EFA had been warned by the Appellant, before the commencement of the 2011-2012 season, that it had not the capability to secure the games;
 - it was EFA's ultimate decision to hold the Appellant's games in a stadium that was unfit to host football games;
 - the Municipality of Port Said was responsible for the "*poor constitution and construction*" of the Port Said Stadium;
 - the police officers were not in sufficient number and that the tactics used by them on 1 February 2012 were not adequate; and
 - the Al Ahly fans instigated the violence that ensued on 1 February 2012.
- b. Secondly, the Appellant argues that the circumstances which existed at the time of the incidents made it impossible for it to maintain security at the Port Said Stadium on 1 February 2012. The Appellant therefore rejects any liability with regard to the incidents relying on the principle of *force majeure*.

c. Thirdly, the Appellant contends that the EFA Appeal Committee erred by holding that relegation in the Egyptian second division was a requirement because of the ban inflicted to the Appellant.

55. Based on the above, the Appellant requested the following reliefs:

1. *To accept this appeal against the decision of the EFA dated 24 April 2012.*
2. *To adopt an award annulling the said decision and adopt a new one declaring that the Appellant hasn't committed any negligence or violation and should receive no sanction.*
3. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive only a reprimand or warning.*
4. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a fine not exceeding 200,000 Egyptian Pounds.*
5. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play a maximum of 6 matches on neutral territory.*
6. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play a maximum of 6 matches on neutral territory without spectators.*
7. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play all the homes matches of the 2012/2013 season on neutral territory.*
8. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play all the homes matches of the 2012/2013 on neutral territory without spectators.*
9. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a deduction of a maximum of 6 points for the 2012/2013 season.*
10. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive an expulsion from participating on any of the EFA's activities for the 2011/2012 season and participate again in the super league starting from the next season.*
11. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive an expulsion from participating on any of the EFA's activities for the 2011/2012 season and 2012/2013 and participate again in the super league starting from season 2013/2014.*
12. *To fix a sum of 25,000 CHF to be paid by the Respondent to the Appellant to aid the Appellant in the payment of its defence fees and costs.*

13. *To condemn the Respondent to the payment of the whole CAS administration costs and the Arbitrators fees.*

ii) *Respondent's Submissions and Requests for Relief*

56. The Respondent has not filed any answer and only filed in the course of the present proceedings its letter of 28 May 2012.
57. Pursuant to R55 of the Code, the Panel is nevertheless entitled to proceed with arbitration and deliver an award.

I. The Hearing of 20 July 2012

58. A hearing was held on 20 July 2012 at the CAS headquarters in Lausanne.
59. In addition to the Panel, Mr Pierre Ducret, ad hoc Clerk, and Mr William Sternheimer, Counsel to the CAS, the following people attended the hearing:

For the Appellant:

1. Mr Juan de Dios Crespo Pérez, Counsel
 2. Mr Adam Whyte, Counsel
 3. Mr Nassr Assem, Counsel
 4. Mr Mohamed El Ghoraiby, Club Representative
60. The witnesses designated by the Appellant were heard and answered questions from the Panel via teleconference. Their oral testimony can be summarized as follows:

- *Mr Mohamed Salem*

Mr Mohamed Salem, Police Officer at the Port Said Directorate, confirmed the accuracy of the content of his witness statement dated 25 June 2012. Mr Salem further explained that he was one of the persons in charge of the security at the Port Said Stadium. He pointed out that the security at the Port Said Stadium was not properly organized on 1 February 2012. Mr Salem also explained that the security supervisor, who belongs to the Ministry of Interior, ordered the officials to close some exit gates in order to prevent the supporters of each team from attacking each other. Finally, Mr Salem stated that he had been under investigation by the Egyptian authorities.

- *Mr Mohamed Said Elsanbody*

Mr Mohamed Said Elsanbody, a retired Police Officer, confirmed the accuracy of the content of his witness statement dated 20 June 2012. Mr Elsanbody affirmed that the Ministry of Interior was the only authority in charge of the security of football matches.

61. The Respondent did not attend the hearing.
62. At the hearing, the Appellant filed a new exhibit with regard to the “system and conditions of the league first division’s competition 2011/2012 season”. This new exhibit was accepted by the Panel.
63. The Appellant also informed the Panel of its decision to amend its prayers for relief. Accordingly, the Appellant renounced to the following prayers for relief:
 3. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive only a reprimand or warning.*
 7. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play all the homes matches of the 2012/2014 season on neutral territory.*
 8. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a sanction which obliges it to play all the homes matches of the 2012/2013 on neutral territory without spectators.*
 9. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a deduction of a maximum of 6 points for the 2012/2013 season.*
 10. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive an expulsion from participating on any of the EFA’s activities for the 2011/2012 season and participate again in the super league starting from the next season.*
 11. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive an expulsion from participating on any of the EFA’s activities for the 2011/2012 season and 2012/2013 and participate again in the super league starting from season 2013/2014.*
64. The Appellant also informed the Panel that its prayer for relief # 4 was amended as follows (amendment in bold):

4. *In the alternative, to adopt an award annulling the said decision and adopt a new one declaring that the Appellant has committed a minor negligence or violation and should receive a fine not exceeding 200,000 Egyptian Pounds **and obliging it to play one match without spectators.***

II. LEGAL DISCUSSION

A. Jurisdiction of the CAS

65. As the CAS is an international arbitral tribunal and has its seat in Switzerland, in accordance with the Swiss Private International Law (Article 186), the CAS has power to decide upon its own jurisdiction.
66. In principle, an international arbitral tribunal seating in Switzerland does not examine *ex officio* whether or not a valid arbitration agreement exists between the parties.
67. The situation is nevertheless different if the respondent fails to participate in the arbitration. In such a case, the arbitral tribunal must examine whether or not it has jurisdiction to hear the case (BERGER/KELLERHALS, *International and Domestic Arbitration in Switzerland*, 2nd Ed., Bern 2010, p. 183 ; KAUFMANN-KOHLER/RIGOZZI, *Arbitrage international, Droit et pratique à la lumière de la LDIP*, 2nd Ed., Bern 2010, p. 240).
68. Article R47 of the Code reads as follow:
- An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body.*
69. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an appeal, the statutes or regulations of the sports-related body from whose decision the appeal is being made must expressly recognize the CAS as an arbitral body of appeal.
70. In accordance with Article 42, par. 3, of the EFA Statutes, “*the decisions of the Appeal Committee are final and binding to all parties concerned, and cannot be appealed inside the association*”.
71. Furthermore, pursuant to Article 44 of the EFA Statutes:
- All the internal national disputes between the EFA, its Members, Players, Officials and players’ agents that fall under the jurisdiction of its judicial bodies shall be settled by arbitration as per the relevant legally applicable rules.*
72. On 8 May 2012, Mr Anwar Saleh, Executive Manager of the EFA, following an enquiry from the Appellant as to its right of appeal, indicated (English translation provided by the Appellant):

We would like to inform you that appealing against the resolutions rendered by Appeal/Grievance Committee before the Court of Arbitration for Sports is made per the stipulated dates hereto at this court, putting into consideration that the Appeal /Grievance) Committee is the final class of appeal on the resolutions rendered by the committees of Egyptian Football Association.

73. On 28 May 2012, Mr Anwar Saleh wrote to the CAS:

On 24.04.2012 the appeal committee cancelled the EFA executive Manger's decisions and issued the following decision: [...]. On 26.04.2012 the EFA informed two clubs of these decisions. On 03.05.2012 Al-Masry club appealed against these decisions before the EFA appeal committee according to the art.21 of appeal regulation.

74. On 29 May 2012, the Appellant replied:

We are astonished by the contents of the fax you have sent to CAS on the 28th of May 2012, indicating that there is still a pending "appeal" inside the Association. [...] you confirmed, after our written request, that the Appeal Committee of EFA was the last instance and thus that the appeal to CAS was the step to take in case of Al Masry wanting to appeal the Appeal Committee of EFA decision. This was sent in written by EFA (see annex 3 of the CAS statement of appeal that we have submitted) and is the clear proof that the jurisdiction of CAS is the only one for such an appeal against the decision to ban our club.4- Accordingly, we appealed the decision of the Appeal committee before CAS and thus that the so-called "petition" according to art. 21 of (which is only possible if new facts and evidences are brought and it was not the case) had to be considered withdrawn. [...] 5- Consequently, and according to your own confirmation and approval, it is clear that the decision of the Appeal Committee cannot be appealed inside the Association, and that CAS is the only possible jurisdiction for any appeal.

75. On 30 May 2012, in response to the Appellant's letter, the Executive Manager of the EFA clarified the question of the CAS jurisdiction in these terms (English translation provided by the Appellant):

We would like to inform you that according to the statute of the Association ... the Appeal Committee is the last instance of Litigation in the Association and that the petition is optional procedure filed in case there are new evidences, which did not exist before the Appeal Committee during judging the appeal. Therefore, the Egyptian Football Association hereby assures that appealing before Grievance (Appeal) Committee against resolutions rendered by the Association or its committees is the last instance of litigation in the Egyptian Football Association, and appealing its decision in further stages is to be made before the Court of Arbitration for Sport.

76. In this particular case, the Respondent failed to participate in the arbitration. The Panel must therefore examine whether it has jurisdiction over the dispute brought to it, in examining the EFA Statutes and the evidence available.

77. In light of the clarifications made by the Executive Manager of the EFA, the Panel is satisfied that it has jurisdiction to rule upon the appeal submitted to it.

B. Admissibility

78. According to Article R49 of the Code:

In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against.

79. The Decision is dated 24 April 2012. The Appellant having been notified on 28 April 2012 while the EFA indicated it had notified the Decision to the Appellant on 26 April 2012.

80. By letter dated 30 May 2012, the Appellant confirmed that the Decision had been notified on 28 April 2012 in view of the attached fax report.

81. The statement of appeal was filed on 17 May 2012, i.e. within the 21-day time limit specified in Article R49 of the Code, either considering 26 or 28 April 2012 as the notification date. Accordingly, it was filed in a timely manner.

C. Applicable law

82. Article R58 of the Code provides as follows:

The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.

D. The Law

83. The relevant provisions of the EFA Statutes are the following (English translation provided by the Appellant):

Article 41 – Disciplinary Committee

3. *The Disciplinary Committee may pronounce the sanctions described in these Statutes and the Disciplinary Code of FIFA on Members, clubs, Officials, players, match and player’s agent, and all Game’s elements.*

Article 42 – Appeal Committee (Grievances)

2. *The Appeal Committee is specialized in hearing the grievances and cassations filed against decisions issued by the Disciplinary Committee, decisions of Committee of Players’ Affairs, Competitions, Sectors and decisions of the Board. Their objection shall be within 10 days from date of notice. The Appeal Committee shall pass decisions only when at least three of its members are present.*

3. *The appeal committee rules are final and binding to all the parties concerned. They may not be overturned inside the EFA.*

Article 43 – Disciplinary Measures

The disciplinary measures are primarily:

1. For the natural and legal persons:
 - a) *a warning;*
 - b) *a reprimand;*
 - c) *a fine;*
 - d) *A return of awards.*

[...]

3. For legal persons:
 - a) *a transfer ban;*
 - b) *playing a match without spectators;*
 - c) *playing a match on neutral territory;*
 - d) *a ban on playing in a particular stadium;*
 - e) *annulment of the result of the match;*
 - f) *expulsion;*
 - g) *fine;*
 - h) *deduction of points;*
 - i) *Relegation to a lower division.*

84. The relevant provisions of the EFA Competition regulations 2010 (“the Regulations”) are the following (English translations provided by the Appellant):

Article 24:

Competitions committee is assigned to put the following penalties upon clubs, players, technical, administrative and medical staffs. Such penalties included herein assigning for what events occurred before, while, and after

matches. The committee may submit a recommendation to the Federation Board to commit stronger punishment more than this bylaw included, if necessary required.

Article 25:

The competitions committee is concerned to commit the following penalties:

Warning.

Blame and reproof.

Discontinuing the matches.

Establishing matches with masses, transferring them without masses.

The competitions committee has the right to depart the punishment execution when playing without masses, or playing in a neutral playground for one game in accordance with security requirements and public interest.

Financially penalties assigned for competitions categories specified by the Federation Board before each season.

Deprivation from entering clothes chamber.

Deprivation from entering stadium.

Deprivation from participating with any football particularly activity.

Subtracting points.

Canceling the match result.

Fall to the lesser section directly.

Article 74:

The host club is fully responsible for safety of the referees staff, guest team, match controllers since their arrival to the playground until departure after the end of the match with providing all support necessarily to them, in addition to take all precautions required, notify the concerned security authorities to take the reserved requirements in this concern.

Article 99:

The host club, whose having the playground on which the match is established on, is considerably the organizing club whether the match established on his playground, or elsewhere. So, such club is responsible for his players, technical, administrative, medical and masses behavior, regarding acts issued directly or indirectly that violate the public disciplinary, and common regulations, or having the influence upon the match conduct, or its result.

Article 121:

The competitions committee may sign the appropriately punishments upon the club which caused to lose the disciplinary regulations. Also, it has to take the properly penalties against the causative in riots actions taken by the game elements, and masses in accordance with what reports included submitted by the referees and controllers in the limits of the committee fields stipulated at the bylaw, article (20), regarding the details included herein, and conditions of the race, that approved by the Board before the race beginning every year.

It has to be supported with whom required, to clarify facts of events occurred whether included herein reports, or discluded, and in accordance with the penalties decided by the Federation Board at the beginning of each season.

85. For the rest, the EFA having its headquarters in Cairo, Egypt, Egyptian law shall apply subsidiarily by virtue of Article R58 of the Code.

E. The Merits of the Appeal

86. As a preliminary remark, it is to be reminded that by virtue of Article R47 of the Code, the CAS enjoys a full power of review.

87. For the sake of clarity, the Panel will divide its presentation in four sections:

- firstly, the Panel will examine whether the Appellant can be held liable for the failure in the organization of the match (absence of control at the gates and failure to provide accessible emergency exits);
- secondly, the Panel will determine whether the Appellant can be held liable for conduct of its supporters during and after the end of the match;
- thirdly, the Panel will discuss the applicability of the force majeure doctrine to the facts of the case;
- lastly, the Panel will consider the Appellant's argument relating to the alleged incorrect application of the EFA regulations.

a) Failures in the organization of the match

88. The Decision states that the Appellant committed, *inter alia*, the following violations:

- 1) *Allowing entry of fans with solid objects, white arms, laser lights, and banners with abusive expressions;*
- 2) *Failing to provide easy open and close gates for the entry & exit of fans for any emergency situations.*

89. These violations must be considered in the light of Section II, First Chapter ("Playgrounds") of the Regulations, in particular Articles 72 to 74. These provisions set forth a list of obligations that the host clubs are obliged to fulfill (i.e. fencing of the playground; preventing dangerous material to be brought inside the stadium; securing the referees, guest team and match controllers until their departure at the end of the match).

90. In this particular case, the Panel is satisfied that the Appellant cannot be held liable for the aforementioned violations.

91. Indeed, the testimonies collected by the Panel demonstrate that:

- the area surrounding the Port Said Stadium was not properly secured;
- the security officers at the gates failed to perform their tasks (tickets collection and body search) because of the shortage of police officers outside the Port Said Stadium;

- the police officers were not deployed before the end of the match in order to prevent the supporters from invading the pitch;
- the supervising security officers failed to properly execute the security plan; and
- the order to close some exit gates at the end of the match was given by the security supervisor, who belongs to the Ministry of Interior.

92. In light of the above, the Panel is satisfied that the Appellant cannot be held liable for having allowed some spectators to enter into the Port Stadium with dangerous material and for not providing an easy emergency exit to the spectators.

b) *Conduct of the Appellant's supporters*

93. Football hooliganism is a plague that states and football authorities have tried to eradicate for many years. To this end, they have adopted a wide range of sanctions and measures.

94. Many football associations have in particular enshrined in their disciplinary rules the concept of strict liability in order to ensure that clubs hosting football matches shoulder the responsibility for their supporters' conduct.

95. There is nowadays a large consensus among football associations and federations on the necessity to provide a strict liability rule.

96. This large consensus is reflected on Article 67(1) of the FIFA Disciplinary Code (2011 Edition), which provides as follows:

The home association or home club is liable for improper conduct among spectators, regardless of the question of culpable conduct or culpable oversight, and, depending on the situation, may be fined. Further sanctions may be imposed in the case of serious disturbance.

97. The objective of such rule is not to penalize clubs for their own wrongdoings, but rather to deter and prevent violent conduct from their supporters.

98. The sanction is therefore ultimately directed to supporters.

99. In accordance with the principle of strict liability, a football club may therefore be sanctioned for the conduct of its supporters even if it was not at fault. The application of such principle is an exception to the general principle of law *nulla poena sine culpa* ("no punishment without guilt").

100. In a landmark decision dated 3 June 2003 (CAS 2002/A/423, § 13-16), the CAS had to decide whether Article 6(1) of the UEFA Disciplinary Regulations complied with Swiss law. This article provides as follow:

Member associations and clubs are responsible for the conduct of their players, officials, members, supporters and any other persons exercising a function at a match at the request of the association or club.

101. In its award, the CAS confirmed that the aforementioned provision complied with Swiss law.
102. For the rest, the CAS reasoned as follows (CAS 2002/A/423, § 13-16):

Le premier alinéa prévoit la responsabilité des associations membres et des clubs pour le comportement de leurs joueurs, officiels, membres, supporters et de toute autre personne chargée par une association ou un club d'exercer une fonction lors d'un match. Selon cette disposition, la responsabilité des membres de l'UEFA et des clubs ne dépend que de la commission par l'une des personnes concernées d'un acte contraire à la réglementation de l'UEFA. On est donc bien en présence d'un cas de responsabilité objective imposée aux associations membres et aux clubs pour le fait de tiers, lesquels sont toutefois précisément désignés.

Cette disposition ne laisse aucune marge de manœuvre s'agissant de son application. L'association membre de l'UEFA et le club de football répondent, même en l'absence de toute faute, du comportement répréhensible de leurs supporters, tels que les manifestations à caractère raciste, qui contreviennent expressément à l'art. 2 des statuts UEFA et à l'art. 5 let. b RD. Il suffit que ces manifestations soient constatées pour que le club soit tenu automatiquement pour responsable.

Cette règle a très clairement pour objet de faire endosser par les clubs organisateurs de rencontres de football la responsabilité du respect par leurs supporters d'un comportement conforme aux buts poursuivis par l'UEFA. Force est en effet de constater que celle-ci ne dispose d'aucune autorité disciplinaire directe contre les supporters d'un club, mais uniquement contre les associations européennes de football et les clubs. C'est à ceux-ci qu'il incombe de se conformer aux normes et à l'esprit de la réglementation dictés par l'UEFA. Or, si les clubs pouvaient se libérer de toute responsabilité en faisant valoir qu'ils ont pris toutes les mesures qu'on peut raisonnablement attendre d'eux pour prévenir tout acte contraire aux règles de l'UEFA et si des supporters venaient tout de même à commettre un tel acte, le comportement, bien que fautif en soi, ne pourrait en aucune manière être sanctionné. Les normes de comportement de l'UEFA constitueraient ainsi des obligations incertaines, parce que dénuées de toute sanction. En dirigeant la sanction contre le club pour les faits de ses supporters, ce sont en réalité ces derniers qui sont visés et ce sont eux qui seront exposés à subir, en leur qualité de supporters, la condamnation prononcée à l'encontre de leur club. C'est par ce seul biais que le but de la norme de l'UEFA a une chance d'être atteint. Sans cette sanction indirecte, l'UEFA serait littéralement démunie face aux agissements fautifs de supporters, lorsqu'un club ne peut se voir reprocher une faute en relation avec ces agissements.

L'art. 6 al. 1er RD, faisant endosser une responsabilité objective par les clubs pour les faits de leurs supporters, remplit donc une fonction préventive et dissuasive. Son objet n'est pas de punir le club en tant que tel, qui peut ne rien avoir à se reprocher, mais de faire supporter par le club la responsabilité des actes, fautifs eux, de son public.

That is to say, in English:

Under the terms of the first paragraph, member associations and clubs are responsible for the conduct of their players, officials, members, supporters and any other persons exercising a function at a match at the request of the association of club. According to this provision, UEFA members and clubs are responsible for any breach of the UEFA regulations committed by any of those persons. There is therefore no doubt that, under this rule,

member associations and clubs bear strict liability for the actions of third parties, who are nonetheless specifically identified.

This rule leaves absolutely no room for maneuver as far as its application is concerned. UEFA member associations and football clubs are responsible, even if they are not at fault, for the improper conduct of their supporters, including racist acts, which expressly breach the Disciplinary Regulations. Clubs are automatically held responsible once such an act has been established.

The object of this rule is very clearly to ensure that clubs that host football matches shoulder the responsibility for their supporters' conduct, which must comply with UEFA's objectives. It should be noted that UEFA has no direct disciplinary authority over a club's supporters, but only over European football associations and clubs. The latter are responsible for conforming to the standards and spirit of the UEFA regulations. If clubs were able to extricate themselves from any responsibility by claiming that they had taken all measures they could reasonably be expected to take to prevent any breach of the UEFA rules, and if supporters still manage to commit such an act, there would be no way of penalizing that behavior, even though it constituted a fault in itself. UEFA's rules of conduct would therefore be nothing more than vague obligations, since they would be devoid of any sanctions. By penalizing a club for the behavior of its supporters, it is in fact the latter who are targeted and who, as supporters, will be liable to pay the penalty imposed on their club. This is the only way in which UEFA has any chance of achieving its objectives. Without such an indirect sanction, UEFA would be literally powerless to deal with supporters' misconduct if a club refused to take responsibility for such behavior.

Article 6 para. 1 of the Disciplinary Regulations, under which clubs assume strict liability for their supporters' actions, therefore has a preventive and deterrent effect. Its objective is not to punish the club as such, which may have done nothing wrong, but to ensure that the club assumes responsibility for offences committed by its supporters.

103. This decision has been subsequently confirmed by the CAS (CAS 2007/A/1217; CAS 2008/A/1688).
104. For the reasons mentioned below, the Panel considers that the principle of strict liability also applies in this particular case.
105. Firstly, the Panel notes that the Decision expressly refers to Article 67 of the FIFA Disciplinary Code which provides a strict liability rule. This is a clear indication that Article 99(b) of the Regulations must be interpreted in the light of Article 67 of the FIFA Disciplinary Code.
106. Secondly, the Panel observes that the wording used in Article 99(b) of the Regulations is similar to that of Article 6(1) of the UEFA Disciplinary Regulation, which also provides a strict liability rule.
107. In light of the above, the Panel considers that the CAS jurisprudence with regard to Article 6(1) of the UEFA Disciplinary Regulation is applicable *mutatis mutandis* to the present dispute.
108. Accordingly, the liability of the Appellant is not conditioned to the existence of a fault, which means that the potential failures of the authorities (i.e. the Port Said Police, the Egyptian

Ministry of Interior or the EFA) are irrelevant with regard to the application of Article 99(b) of the Regulations.

109. Furthermore, it must be observed that the Appellant does not contest the conclusions of the Appeal Committee according to which:
- (i) Al Masry fans insulted Al Ahly supporters;
 - (ii) Al Masry fans threw fireworks and inflammable material into the pitch and toward the referees and the players; and
 - (iii) Al Masry fans invaded the pitch at the end of the match and assaulted Al Ahly fans with solid objects.
110. In this regard, the Panel also notes that the reports filed by the match referee and the superintendent following the match were not produced by the Appellant in the present arbitral proceedings.
111. Moreover, the Appellant admits in its appeal brief that its supporters invaded the pitch and engaged in a melee that ultimately left 74 dead people and hundreds of injured.
112. As explained by the Appellant in its appeal brief:
- 72. Afterwards the fans of Al-Ahly engaged in violent behavior with the fans of Al-Masry.*
 - 73. Following which the fans of Al-Masry invaded the pitch and went over to the section of the Al-Masry [sic] fans were violence ensured.*
 - 74. After having been instigated and without the sufficient amount of police officers, correct police tactics, or adequate stadium infrastructure the fans of Al-Masry then invaded the pitch.*
 - 75. At this point chaos ensued, the players and officials, and staff of both teams retreated into the stadium to their respective lockers rooms and in the ensuing melee a large number of people were injured with at least 74 casualties.*
113. In light of the above, the Panel is satisfied that the Appellant's supporters violated "public disciplinary" (in the sense of Article 98(b) of the Regulations) by insulting the Al Ahly supporters, invading the pitch, throwing fireworks and inflammable projectiles and assaulting the Al Ahly supporters.
114. As result, the Appellant is to be held liable for the improper conduct of its supporters by virtue of Article 98(b) of the Regulations.
115. The sanction to be imposed to the Appellant, must nevertheless take into account the very specific circumstances surrounding the match between Al Masry and Al Ahly.
116. Indeed, the witnesses heard by the Panel confirmed that the security plan put in place for the match between Al Masry and Al Ahly by the Port Said police was affected by several important

failures. Moreover, the Panel must take into consideration the fact that, during the 2010/2011 season, the Appellant drew the attention of the authorities to its incapability to organize matches in a secure environment given the political events that were taking place in Egypt at that time. In this regard, the Panel nevertheless also observes that the Appellant's concerns were apparently not reiterated during the 2011/2012 season.

117. Accordingly, despite the extreme gravity of the tragic events that took place on 1 February 2012 at the Port Said Stadium, the sanction inflicted to the Appellant appears too harsh. The sanction imposed by the EFA Appeal Committee against the Appellant (point 5 of the Decision) is therefore to be reduced.
118. Bearing in mind that the real target of the sanction are the supporters and not the Appellant itself and taking into consideration all circumstances of the present case, the Panel decides that the Appellant shall be banned from participating with spectators to any Egyptian Football Association events for the next complete season which shall be played by it as host.
119. Given the uncertainties relating to the upcoming season, the Panel specifies that in the event that the Appellant completes part of its sanction during one or several seasons which get interrupted, such partial enforcement shall be deducted from the next complete season which shall be played.

c) *Force majeure is not applicable*

120. The Appellant contends that the circumstances which existed in Egypt at the time of the match made it "*unequivocally impossible*" for it to maintain security at the Port Said Stadium on 1 February 2012. As a result, the Appellant requests the Panel to declare that its obligation to maintain security at the Port Said Stadium was "*extinguished*" due to *force majeure*.
121. *Force majeure* is concerned with impossibility of performance (CAS 2002/A/388; see also Article 165 of the Egyptian Civil Code).
122. The question of the applicability of *force majeure* must be resolved by taking into account the purpose of the strict liability rule described above. Indeed, it is to be once again underlined that the real targets of the sanction are the supporters. Therefore, the impossibility of performance concerns in the first place the supporters.
123. Accordingly, the question is: *was it impossible for Al Masry's supporters to behave properly during and after the game given the circumstances surrounding the match of 1 February 2012?*
124. The answer to this question is negative. Failures in the organization of the game cannot amount to a blank check given to the supporters.
125. The Appellant's argument is therefore doomed to fail.

d) *The alleged incorrect application of the EFA Regulations*

126. The Appellant argues that the Decision is incorrect because it states that relegation to the Egyptian second division was a requirement imposed by the EFA Competition Regulations.
127. This question can be left undecided since the sanction imposed by the Panel does not provide for the Appellant's relegation to a lower division.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by Al Masry SC against the decision of the Egyptian Football Association Appeals Body dated 24 April 2012 is partially upheld.
2. Point 5 of the decision of the Egyptian Football Association Appeals Body dated 24 April 2012 is set aside.
3. Al Masry SC shall be banned from participating with spectators to any Egyptian Football Association events for the next complete season which shall be played by Al Masry SC as host. In the event that Al Masry SC completes part of its sanction during one or several seasons which get interrupted, such partial enforcement shall be deducted from the next complete season which shall be played.
4. (...).
5. (...).
6. All other or further claims are dismissed.