



Arbitration CAS 2015/A/4310 AlHilal Saudi Club v. Abdou Kader Mangane, award of 17 June 2016

Panel: Prof. Petros Mavroidis (Greece), Sole arbitrator

Football

Sporting sanction imposed on a club by FIFA

Determination of the applicable version of the RSTP for the imposition of the sporting sanction

Standing to be sued of the player who launched the proceedings before FIFA

- 1. According to Article 26 para. 1 and 2 *ab initio* RSTP, to the extent that a contract has been signed after 1 September 2001, and that a case has been submitted to FIFA after 1 April 2015, it is the 2015 edition of the RSTP that applies. As Article 12bis RSTP has been implemented within the 2015 edition of the RSTP, the FIFA DRC has the power to impose a sanction listed in Article 12bis para. 4 RSTP in that specific case.**
- 2. It is well established that an appeal against a sporting sanction inflicted on a club by a FIFA decision-making body must be directed against FIFA, that is, the decision-making body that has the power to impose and enforce disciplinary sanctions on clubs that have contravened the FIFA regulations. An appeal made in this context shall not be directed against a player who does not have the power to directly affect the legal situation of a club in this respect. Therefore, the player who launched the proceedings before the FIFA DRC cannot be the proper respondent and has no standing to be sued.**

I. PARTIES

- 1. Al Hilal Saudi Club's ("Al Hilal" or the "Club" or the "Appellant") is a professional football club with its registered offices in Riyadh, Saudi Arabia, and which is currently competing within the Saudi Arabian Pro League. Al Hilal is affiliated to the Saudi Arabian Association of Football ("SAAF") which is, in turn, member of the Fédération Internationale de Football Association ("FIFA").**
- 2. Mr Abdou Kader Mangane (the "Player" or the "Respondent") is a professional football player of Senegalese nationality, born on 23 March 1983.**

II. FACTUAL BACKGROUND

3. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings, and evidence adduced. References to additional facts and allegations found in the Parties' written submissions, pleadings, and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he deems necessary to explain his reasoning.

A. *Background facts*

4. On 24 July 2014, Al Hilal and the Player signed a mutual termination agreement (the "Termination Agreement") ending up the employment contract (the "Employment Contract") that had been signed on 16 July 2012 and renewed on 5 August 2013 respectively.

5. Pursuant to Clause II of the Termination Agreement, Al Hilal agreed to pay to the Player the amount of EUR 750,000, split as follows:

- EUR 150,000 on or before 13 August 2014;
- EUR 300,000 on or before 30 September 2014;
- EUR 300,000 on or before 30 November 2014.

6. On 15 July 2015, having not received any of the above-listed amounts, the Player sent a default letter to Al Hilal requesting the latter to pay him the total sum of EUR 750,000 by 26 July 2015.

7. To date, Al Hilal never paid the aforementioned amounts to the Player.

B. *Proceedings before the FIFA Dispute Resolution Chamber*

8. On 12 June 2015, with a subsequent amendment on 27 July 2015, the Player lodged a claim against Al Hilal in front of the FIFA Dispute Resolution Chamber (the "FIFA DRC") requesting that Al Hilal be ordered to pay to him the amount of EUR 750,000 on the basis of the Termination Agreement, plus interests and legal costs. In his claim, the Player further requested the FIFA DRC that Al Hilal be sanctioned in accordance with Article 12bis of the FIFA Regulations on the Status and Transfer of Players (2015 edition) (the "FIFA RSTP").

9. In its reply to the claim, Al Hilal contested that Article 12bis of the FIFA RSTP (2015 edition) is applicable to the present matter, the agreement at the basis on the dispute having been signed prior to the entry into force of said legal provision.

10. For the above-mentioned reason, Al Hilal concluded to the dismissal of the Player's claim.

11. On 15 October 2015, the FIFA DRC rendered the following decision (the “Appealed Decision”):

1. *The Claim of the Claimant, Abdou Kader Mangane, is partially accepted.*
2. *The Respondent, Al Hilal Saudi Club, has to pay to the Claimant, within 30 days as from the date of notification of this decision, overdue payables in the amount of EUR 750,000 plus 5% interest p.a. as of 12 June 2015 until the date of effective payment.*
3. *In the event that the amount due to the Claimant is not paid by the Respondent within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.*
4. *Any further request filed by the Claimant is rejected.*
5. *The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the DRC judge of every payment received.*
6. *A warning is imposed on the Respondent.*

12. In essence, the FIFA DRC based its decision on the following argumentation:

- According to the FIFA DRC, it is established that Al Hilal failed to pay to the Player the amount of EUR 750,000 as set out in the Termination Agreement.
- The FIFA DRC confirmed that the 2015 edition of the FIFA RSTP is applicable as to the substance of this matter, bearing in mind that the claim had been lodged on 12 June 2015. The FIFA DRC further reminds that, according to Article 26 para. 1 and 2 of the FIFA RSTP (2015 edition), “1. Any case that has been brought to FIFA before these Regulations come into force shall be assessed according to the previous regulations. 2. As a general rule, all other cases shall be assessed according to these regulations with the exception of the following: a) ...; b) ...; c) labour disputes relating to contract signed before 1 September 2001. ...”.
- The FIFA DRC further stressed that the agreement at the basis of the dispute at hand had been signed on 25 July 2014 and does therefore not fall within the exception under lit. c, *i.e.* “labour disputes relating to contracts signed before 1 September 2001”.
- The FIFA DRC further noted that the Player had sent a default letter to Al Hilal, setting the latter a time limit until 26 July 2015 to comply with its contractual obligations. In light of the foregoing, the FIFA DRC concluded that the Player had duly proceeded in accordance with Article 12bis of the FIFA RSTP which provides that the creditor (club or player) must have put the debtor in default in writing and have granted a deadline of at least ten (10) days for the debtor to comply with its obligations.
- The FIFA DRC therefore concluded that, by delaying the payment of EUR 750,000 without any *prima facie* contractual basis, Al Hilal was in situation of overdue payables. As a consequence, Al Hilal was liable to pay the aforementioned amount to the Player.
- The FIFA DRC finally established that, pursuant to Article 12bis para. 4 of the FIFA RSTP, it was competent to impose a sanction on the Respondent. In the absence of the

circumstance of repeated offence, the FIFA DRC found appropriate to impose a warning on the Respondent.

13. The grounds of the Appealed Decision were communicated to the parties on 2 November 2015.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

14. On 23 November 2015, and in accordance with Article R48 para. 1 of the Code of Sports-related Arbitration (the “Code”), Al Hilal filed a statement of appeal with the Court of Arbitration for Sport (the “CAS”) against Mr Abdou Kader Mangane with respect to the Appealed Decision.
15. On 30 November 2015, the CAS Court Office initiated an appeals arbitral procedure under the reference *CAS 2015/A/4310 Al Hilal Saudi Club v. Abdou Kader Mangane*. In its letter, the CAS Court Office noted that Al Hilal chose English as the official language of this arbitration and proposed that the present matter be referred to a Sole Arbitrator. In light of the foregoing, the CAS Court Office invited the Player to file his position towards the aforementioned suggestions.
16. On 2 December 2015, Al Hilal filed its appeal brief and, by letter of 7 December 2015, the CAS Court Office invited the Player to file his answer within twenty (20) days upon receipt such letter by courier.
17. On 9 December 2015, the Player informed the CAS Court Office that he had no objection that the present dispute being submitted to a Sole Arbitrator. The CAS Court Office therefore informed that, in accordance with Article R54 para. 1 of the Code, a Sole Arbitrator would be appointed by the President of the CAS Appels Arbitration Division, or her Deputy.
18. On 15 December 2015, FIFA informed the CAS Court Office that it renounced its right to request an intervention in the present arbitral procedure. In its letter, FIFA took note that Al Hilal requested that the warning imposed upon it should be set aside, but that the Club had failed to designate FIFA as respondent in this appeal procedure. Under the circumstances, FIFA emphasised that only FIFA has standing to be sued to defend the issue of the imposition of a sporting sanction upon a party in a litigation. Therefore, in the absence of FIFA having been called as a party in the proceedings at hand, the latter concludes that the question of the imposition of a sanction upon the Club was outside the scope of review of the Sole Arbitrator.
19. On 16 December 2015, and upon request of the Player, the Club clarified its prayers for relief, *i.e.* that its appeal was only directed against item n. 6 of the Appealed Decision, *i.e.* “*A warning is imposed on the Respondent*”.
20. On 29 December 2015, in accordance with Article R32 para. 2 of the Code, the Player requested that the time limit to file its answer be extended of five (5) days.

21. On 30 December 2015, and on behalf of the CAS Secretary General, the CAS Court office extended the Player's deadline to file its answer of five (5) days.
22. On 4 January 2016, the Respondent filed its answer in accordance with Article R55 para. 1 of the Code. By letter of the same day, the CAS Court Office acknowledged receipt of the Player's answer, notified it to the Club and invited the parties to file their positions with respect to the necessity to hold a hearing.
23. On 7 January 2016, the Player informed the CAS Court Office that no hearing was needed in this matter and allowed the Sole Arbitrator to render an arbitral award solely based on the parties' written submissions.
24. On 10 January, the Club adopted the same position as the Player and considered that a hearing was not necessary in the matter at hand.
25. On 11 January 2016, the CAS Court Office advised the parties that the Arbitral Tribunal appointed to adjudicate the present dispute would be constituted as follows:

Sole Arbitrator: Mr Petros C. Mavroidis, Professor, Commugny, Switzerland.
26. On 15 January 2016, the CAS Court Office informed the parties that the Sole Arbitrator would render an arbitral award solely based on the parties' respective written submissions but needed some clarifications from the Appellant. In light of the foregoing, the CAS Court Office granted the Appellant a time limit to answer the Sole Arbitrator's questions. In the same letter, the CAS Court Office advised the Respondent that it would also be given a deadline to file its position in this regard.
27. On 21 January 2016, the Appellant replied to the questions set forth by the Sole Arbitrator.
28. On 29 January 2016, the Respondent filed its comments towards the written submissions filed by the Appellant on 21 January 2016.
29. On 8 and, respectively, 9 February 2016, the parties returned their signed Order of Procedure.
30. By signing the aforementioned Order of Procedure, the parties confirmed the jurisdiction of the CAS in this matter and their agreement that the Sole Arbitrator may decide the present matter based on the parties' written submissions and that their right to be heard has been fully respected.

IV. SUBMISSIONS OF THE PARTIES

A. The Appeal

31. In its appeal brief, Al Hilal Saudi Club submitted the following prayers for relief:

"7.1 The Appeal of the Appellant is admissible; and

7.2 *The appealed decision is set aside, namely Article (6) of the appealed decision”.*

32. Al Hilal Saudi Club's submissions, in essence, may be summarized as follows:

- As the Termination Agreement was signed on 24 July 2014, the version of the FIFA RSTP to be applied is the edition which entered into force from 1 December 2012, *i.e.* the 2012 edition of the FIFA RSTP.
- The 2014 edition of the FIFA RSTP came into force on 1 August 2014. Therefore, such edition is not applicable to the dispute at stake.
- The imposition of a sporting sanction that was not provided by the 2012 edition of the FIFA RSTP clearly violates the principle of non-retroactivity.

B. *The Answer*

33. In its answer, the Player submitted the following prayers for relief:

“Given the above, it is the Respondent’s submission that this appeal brought by the Appellant should be dismissed in its entirety, and that the Decision be upheld”.

34. The Player’s submissions, in essence, may be summarized as follows:

- The Respondent agrees that the Termination Agreement was signed on 24 July 2014 and that, at this time, the 2012 edition of the FIFA RSTP was in force. However and for the reasons expressed below, he does not agree that, because the regulations of the 2012 edition of the FIFA RSTP were in force at the signature of the Termination Agreement, such regulations should apply to this appeal.
- It is undisputed that the 2015 edition of the FIFA RSTP entered into force on 1 April 2015 and that the claim of the Respondent was filed afterwards, *i.e.* on 12 June 2015.
- The present dispute falls within the “general rule” of Article 26 of the FIFA RSTP that requires to apply the 2015 edition of such regulations and that it does not fall within the exceptions listed in Article 26 para. 2 of the FIFA RSTP as such dispute is neither related to the payment of a training compensation (lit. a), nor to the solidarity mechanism (lit. b) and nor to a labour dispute relating to a contract signed before 1 September 2001 (lit. c).
- Should the Sole Arbitrator concur with the ruling of the Appealed Decision, the latter will conclude that, in case of overdue payables, the FIFA decision-making bodies have the power to apply Article 12bis of the FIFA RSTP and to impose, *inter alia*, a warning on the Appellant.
- Given the Appellant’s breach of contract, the FIFA DRC was entitled to impose a sporting sanction and could even have inflicted a more severe sanction provided by Article 12bis of the FIFA RSTP, such as a reprimand (lit. b), a fine (lit. c) or a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

- As regard the imposition of sporting sanctions, only FIFA has standing to be sued in this respect, not the Respondent.
- Finally, notwithstanding the non-participation of FIFA in these arbitral proceedings (see letter of FIFA dated 15 December 2015), its position relating to the issue of the standing to be sued is relevant in this matter and shall be taken into consideration by the Sole Arbitrator.

V. JURISDICTION

35. Article R47 of the CAS Code provides as follows:

“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”.

36. The jurisdiction of CAS, which is not disputed, derives from Article 67 para. of the FIFA Statutes (2014 edition) which reads:

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

37. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by both parties.

38. It follows that CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

39. Article R49 of the CAS Code provides as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late”.

40. The Sole Arbitrator notes that pursuant to article 67 para. 1 of the FIFA Statutes, the time limit to file an appeal is 21 days of notification of the Appealed Decision.

41. The Sole Arbitrator notes that the grounds of the Appealed Decision were notified to Al Hilal on 2 November 2015. As the Statement of Appeal was filed on 23 November 2015 (22 November being a Sunday), which is within the 21 days deadline, the appeal was timely submitted. Furthermore, the Sole Arbitrator notes that Al Hilal’s appeal fully complies with the provisions of Articles R48 and R51 of the Code.

42. Therefore, the Sole Arbitrator considers that the appeal is admissible.

VII. APPLICABLE LAW

43. Article R58 of the 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

44. Article 66(2) of the FIFA Statutes stipulates 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, additionally, Swiss law”.

45. As a result, subject to the primacy of the applicable FIFA regulations, Swiss Law shall apply complementarily.

46. It can be observed that, in their respective submissions, the Parties adopted the same approach; *i.e.* they agreed on the application of the relevant FIFA regulations, and Swiss law on a subsidiary basis.

VIII. MERITS

47. The main issues to be resolved by the Sole Arbitrator in deciding this dispute are the following:

- a) Which edition of the FIFA RSTP shall apply to the present dispute (para. 6.3 of the appeal brief)?
- b) Does the Respondent have standing to be sued (*“legitimation passive”*) with regard to the sporting sanction imposed on the Appellant (para. 6.4 of the appeal brief)?

48. As a preliminary remark, the Sole Arbitrator notes from the file that the Appellant never contested the amount of EUR 750,000 due to the Respondent. Therefore, the Sole Arbitrator will strictly limit his analysis to the aforementioned points a) and b).

A. Which edition of the FIFA RSTP shall apply to the present dispute?

49. First and foremost, the Sole Arbitrator notes that, contrary to the Appellant’s statements in its different briefs, Article 12bis of the FIFA RSTP has been implemented within the 2015 edition of the FIFA RSTP, which entered into force on 1 April 2015. The 2014 edition did not contain a provision to this effect (emphasis added by the Sole Arbitrator).

50. The parties signed the Termination Agreement on 24 July 2014. The Sole Arbitrator notes that, according to the Appellant's arguments, it should be then the 2012 edition of the FIFA RSTP that applies in the present case, and not the 2015 edition. Therefore, the FIFA DRC was not entitled to impose a sporting sanction on the Appellant invoking Article 12bis para. 4 of the FIFA RSTP to this effect, a provision that saw the light of day only later, in the 2015 edition.

51. For the sake of clarity, the Sole Arbitrator reminds that Article 12bis reads as follows:

1. *Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.*
2. *Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.*
3. *In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).*
4. *Within the scope of their respective jurisdiction (cf. article 22 in conjunction with articles 23 and 24), the Players' Status Committee, the Dispute Resolution Chamber, the single judge of the DRC judge may impose the following sanctions:*
 - a) *a warning;*
 - b) *a reprimand;*
 - c) *a fine;*
 - d) *a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.*
5. *[...].*
6. *[...].*
7. *[...].*
8. *[...].*
9. *[...].*

52. To determine which edition of the FIFA RSTP applies in the matter at hand, the Sole Arbitrator shall refer to Article 26 of the FIFA RSTP which provides that:

1. *Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.*
2. *As a general rule, all other cases shall be assessed according to these regulations with the exception of the following:*
 - a) *disputes regarding training compensation;*
 - b) *disputes regarding the solidarity mechanism;*
 - c) *labour disputes relating to contracts signed before 1 September 2001.*

Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.

3. [...].
53. In accordance with the documentation available on the FIFA's website, the Sole Arbitrator first notes that the 2015 edition of the FIFA RSTP implementing Article 12bis came into force on 1 April 2015.
54. Furthermore, the Sole Arbitrator is satisfied that the present matter neither concerns a dispute regarding the payment of a training compensation, nor a dispute relating to the solidarity contribution. Therefore, lit. a) and b) of para. 2 of the aforesaid legal provision are presently not applicable. Of interest to this case is lit. c). The remaining question is thus, whether the present labour dispute relates to a contract signed before or after 1 September 2001.
55. Article 26 para. 1 and 2 *ab initio* of the FIFA RSTP, states that "*Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations*" and that "*As a general rule, all other cases shall be assessed according to these regulations [...]*" (emphasis added by the Sole Arbitrator). To the extent thus, that a contract has been signed after 1 September 2001 (Article 26.2c RSTP), and a case has been submitted to FIFA after 1 April 2015 (Article 26.1 RSTP), it is the 2015 Edition that applies.
56. The parties signed the Employment Contract on 16 July 2012, *i.e.* after 1 September 2001 as set out in Article 26 para. 2 lit. c) of the FIFA RSTP.
57. It is not disputed either, that the Respondent lodged his complaint with the FIFA DRC on 12 June 2015, with a subsequent amendment on 27 July of the same year, *i.e.* after 1 April 2015.
58. In view of the above, the Sole Arbitrator concludes that the 2015 edition of the FIFA RSTP is applicable to the present dispute, and that the FIFA DRC had the power to impose a sanction listed in Article 12bis para. 4 of the FIFA RSTP.
- B. *Does the Respondent have standing to be sued with regard to the sporting sanction imposed on the Appellant?*
59. Referring to the Appellant's prayers for relief, the Sole Arbitrator notes that the Appellant is only challenging the imposition of the sporting sanction: "*The appealed decision is set aside, namely Article (6) of the appealed decision*" (p. 7 of the appeal brief dated 2 December 2015). However, the Appellant identified Mr Abdou Kader Mangane as sole respondent, and not FIFA or the specific FIFA body that had issued the contested decision. The Sole Arbitrator believes there is an issue with the identification of the Respondent.
60. As established by the consistent jurisprudence of the CAS, echoing the jurisprudence of the Swiss Federal Tribunal on this score, standing to be sued ("*legitimation passive*") is to be treated as an issue of merits, and not as a question for the admissibility of the appeal (e.g. CAS 2008/A/1639; CAS 2012/A/3032).

61. It is first necessary to stress that the decision under appeal has been issued by the FIFA DRC and, in accordance with Article 12bis para. 4 lit. a) of the FIFA RSTP, imposes a warning on the Appellant for having overdue payables towards a former player, *i.e.* the Respondent.
62. The imposition of sanction is the consequence of the Appellant's failure to comply with its financial obligations towards the Respondent as agreed in the Termination Agreement of 24 July 2014.
63. Pursuant to the jurisprudence of the CAS, a party has standing to be sued ("*légitimation passive*") in CAS proceedings only if it has a stake in the dispute, because, for example, something is sought from it (*e.g.* CAS 2014/A/3831; CAS 2014/A/3850). Nothing can be requested from Mr. Mangane in the present dispute, and indeed there is nothing Mr. Mangane can do in order to alleviate the burden of the Appellant. The only body that would have the authority to withdraw the sanction in the present case, assuming successful complaint, would be the FIFA. CAS jurisprudence has established that FIFA disciplinary proceedings are primarily meant to protect an essential interest of FIFA and FIFA's (direct and indirect) members, *i.e.* the full compliance with the rules of the association and/or with the decisions rendered by FIFA's decision-making bodies. As a consequence, in an appeal against a decision of FIFA, by means of which disciplinary sanctions have been imposed on a party for failing to comply with a previous FIFA decision, only FIFA has standing to be sued, and not the (previously) opposing party in the original dispute before the competent FIFA bodies such as the FIFA Dispute Resolution Chamber. Consequently, it is well established that an appeal against a sporting sanction inflicted by a FIFA decision-making body must be directed against FIFA (and the decision-making body), that is, the body that has the power to impose and enforce disciplinary sanctions on clubs that have contravened, for example, Article 12bis of the FIFA RSTP or, more frequently, Article 64 of the FIFA Disciplinary Code (*e.g.* CAS 2007/A/1367; CAS 2012/A/3032).
64. *In casu*, the Appealed Decision imposes a sanction against the Appellant, *i.e.* Al Hilal Saudi Club. It goes without saying of course, that the Respondent does not have the power to directly affect the legal situation of the Appellant in this respect, even if the Appellant were to prevail in the present dispute. Indeed, the Respondent simply submitted a complaint before the FIFA DRC in order to claim payments relating to the contractual obligations that the Appellant had assumed *vis-à-vis* him by signing the Termination Agreement. Had the Appellant honoured its obligations set forth in the aforementioned Termination Agreement, the proceedings before FIFA DRC would have never been entertained by the Respondent.
65. In addition, the present appeal is lodged only in the context of a sporting sanction and must thus be directed against the federation as the proper respondent, which had rendered the challenged decision, which constitutes the subject of the present appeal (*i.e.* FIFA). The Player who launched the proceedings before the FIFA DRC cannot be the proper respondent.
66. Under the circumstances, the Sole Arbitrator considers that, in light of the claims made to CAS with respect to the annulment of the sporting sanction, the Respondent in this appeal cannot be Mr Abdou Kader Mangane. It should have been FIFA itself. Yet, FIFA has not been

identified as Respondent in this proceeding before CAS by the Appellant, neither in its Statement of Appeal, nor in the Appeal Brief.

67. Accordingly, the Sole Arbitrator finds that the Appellant erred in filing the appeal aiming to reverse the sporting sanction imposed by the FIFA DRC against Mr Abdou Kader Mangane, as the latter lacks standing to be sued in connection with the subject matter of the present appeal.
68. Consequently, the Sole Arbitrator does not need to address the other arguments and claims raised by the Appellant in order to challenge the Appealed Decision.

IX. CONCLUSION

69. In light of the above, the Sole Arbitrator came to the following conclusion:
 - a) The substance of the present matter shall be governed by the 2015 edition of the FIFA RSTP; and
 - b) The Respondent has no standing to be sued as regard the imposition of the sporting sanction in accordance with Article 12bis para. 4 lit. a) of the FIFA RSTP.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Al Hilal Saudi Club on 23 November 2015 with respect to the decision issued by the FIFA Dispute Resolution Chamber on 15 October 2015 is dismissed.
2. The decision issued by the FIFA Dispute Resolution Chamber on 15 October 2015 is confirmed.
3. (...).
4. (...).
5. All other prayers for relief are dismissed.