



**Arbitration CAS 2018/A/5719 Adnan Darjal v. Iraq Football Association (IFA), award of 21 January 2021**

Panel: Prof. Philippe Sands QC (United Kingdom), Sole Arbitrator

*Football*

*Elections to the executive committee of a national federation*

*Jurisdiction of the CAS*

*Admissibility of the appeal*

1. By operation of Article 62 of the IFA Statutes, disputes in the Association or disputes affecting Leagues, members of Leagues, Clubs, members of Clubs, Players, Officials and other Association Officials shall not be submitted to “Ordinary Courts”, unless this is expressly permitted in the IFA Statutes, regulations or a binding legal provision, and shall be taken to an independent Arbitration Tribunal recognised by IFA or AFC, or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland. A dispute that concerns a decision adopted by an IFA body and which relates to an individual seeking election as President of the IFA Executive Committee is properly to be interpreted as a dispute *“in the Association”* within the meaning of Article 62(1). As there is nothing in the IFA Statutes, the Electoral Code or in any other binding instrument that expressly permits such dispute to be submitted to the domestic courts in Iraq, it follows that there is mandatory jurisdiction in favour of *“an independent Arbitration Tribunal”* which includes the CAS.
  
2. If the only request for relief in an appeal before the CAS of a candidate to an election that has already been held and has been declared invalid, null and void by way of a separate award is that his candidacy for the election be declared regular and valid, it would not serve any useful purpose for a CAS panel to make a determination on the validity of the candidature in relation to that election. In relation to future elections of the federation, the candidate would in any event be required to submit his candidature anew in accordance with the provisions of the Statutes and the Electoral Code of the federation. The federation, or any other person or body, would not be bound by the determination of the CAS panel in relation to a future candidacy. An appeal with such a request for relief must therefore be declared inadmissible.

**I. PARTIES**

1. The Appellant (“Mr Darjal” or “Appellant”) is a renowned former professional footballer who represented his country at international level and also captained it. Since his retirement as a

player, he has, among other matters, served as coach of the Iraq national football team and Secretary General of the Iraq Football Association between 1990 and 1993.

2. The Respondent (the “IFA” or “Respondent”) is the national governing body for football in Iraq.

## II. FACTUAL BACKGROUND

3. This Award contains a concise summary of the relevant facts and allegations based on the parties’ written submissions, correspondence and the evidence adduced. Additional facts and allegations found in the parties’ written submissions, correspondence and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has carefully considered all the facts, allegations, legal arguments, correspondence and evidence submitted by the parties and treated as admissible in the present procedure, he refers in this Award only to the matters he considers necessary to explain his reasoning and conclusions.

### A. Background Facts

4. This is one of three cases brought against the IFA in connection with the election of the IFA Executive Committee held on 31 May 2018 (the “Election”).
  - a. The present case (CAS 2018/A/5719) concerns a challenge by Mr Darjal against a decision of the IFA Electoral Appeal Committee dated 15 April 2019 by which his application to stand as a candidate for President of the IFA Executive Committee was rejected on the basis that he allegedly failed to meet the conditions set out in Article 33(2) of the IFA Statutes.
  - b. The second case (CAS 2018/A/5824) concerns a decision communicated to Mr Darjal and 10 other appellants on 24 June 2018, informing them that their challenge against the results of the Election would not be submitted to the “*Appeals Committee*” for determination.
  - c. The third case (CAS 2018/A/5876) concerns a challenge by Mr Darjal against a decision rendered by the IFA Appeal Committee on 30 July 2018 rejecting his appeal against a sanction imposed by the IFA Disciplinary Committee by which he was banned from carrying out football-related activities for a period of three years.
5. There is a large measure of overlap in the factual and legal matrix underpinning these three cases (the “three procedures”). The Sole Arbitrator, legal representatives and parties are common to all three procedures (save that in the second case, CAS 2018/A/5824, Mr Darjal is joined by 10 additional appellants). In accordance with CAS practice, the three procedures are each the subject of a separate Award addressing the legal and factual matters relevant to each case. The task has not, it must be said, been eased or made more efficient by the manner in which the cases have been pleaded. Shortly before the issuance of the present Award, the

three cases were suspended for a period of seven months at the request of the Appellant, until 28 September 2020.

6. These proceedings concern the decision of the IFA Electoral Appeal Committee (the “EAC”) to dismiss an appeal brought by the Appellant against a decision of the IFA Electoral Committee (the “EC”), which rejected his candidacy in respect of the Election.
7. On 24 March 2018, the Appellant submitted his candidacy for the position of President of the IFA Executive Committee in the forthcoming Election. On 1 April 2018, the EC informed the Appellant that his candidacy had been rejected on the grounds that he had failed to meet the conditions stipulated in Article 33(2) of the 2017 edition of the Statutes of the IFA (the “EC decision”). In particular, the EC held that the Appellant had failed to produce a minimum of three valid nomination letters from IFA members in support of his candidacy.
8. On 8 April 2018, the Appellant filed an appeal with the EAC, requesting that it annul the EC decision and issue a new decision confirming the validity of his candidacy for the Election.
9. On 15 April 2018, the EAC rejected the Appellant’s appeal against the EC decision (the “EAC decision”). In summary, the EAC held that: (i) it had no jurisdiction to decide the appeal owing to the Appellant’s lack of standing; (ii) in any event, the decision under appeal had become binding and the EAC had no power to review it; and (iii) even if the EAC had been obliged to review the EC decision, it would have rejected the Appellant’s appeal on the merits.
10. The Election was held, as planned, on 31 May 2018. The Appellant was not one of the candidates for the Election.

## **B. The IFA Statutes, the IFA Electoral Code and the IFA Electoral Bodies**

### ***a. The IFA Statutes***

11. Both the Appellant and the IFA rely on the 2017 edition of the IFA Statutes (the “IFA Statutes”) in their written submissions.
12. By letter dated 13 May 2019, the Appellant requested that the CAS obtain from the International Federation of Association Football (“FIFA”) the IFA Statutes as ratified by the IFA Congress and sent to FIFA.
13. By letter dated 24 May 2019, FIFA sent the CAS Court Office a signed copy of the IFA Statutes and a copy of a letter dated 18 July 2017 by which it is confirmed that the IFA Statutes meet all FIFA requirements.
14. The Sole Arbitrator notes that the parties do not dispute that the IFA Statutes were validly adopted and are applicable to the present dispute. The validity of the IFA Statutes is further corroborated by FIFA’s letter dated 24 May 2019. Relevant extracts from the IFA Statutes are set out below.
15. Article 13 is headed “Members’ obligations” and paragraph 1(f) states that:

*“1. The Members of IFA have the following obligations: [...] (f) to adopt a statutory clause specifying that any dispute requiring arbitration involving itself or one of its members and relating to the Statutes, regulations, directives and decisions of FIFA, AFC, IFA or the League(s) shall only be referred to an Arbitration Tribunal or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, both as specified in the FIFA Statutes and in these Statutes, and that any recourse to Ordinary Courts is prohibited, provided that this does not violate binding law”.*

16. Article 26 is headed “Elections” and paragraph 2 states that:

*“2. Elections of IFA, of Members of IFA and of members of Members of IFA shall be conducted in accordance with the Electoral Code of IFA”.*

17. Article 62 is headed “Arbitration” and provides:

*“1. Disputes in the Association or disputes affecting Leagues, members of Leagues, Clubs, members of Clubs, Players, Officials and other Association Officials shall not be submitted to Ordinary Courts, unless the FIFA regulations, these Statutes or binding legal provisions specifically provide for or stipulate recourse to Ordinary Courts.*

*2. Such disputes as specified in par. 1 shall be taken to an independent Arbitration Tribunal recognised by IFA or AFC, or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland”.*

18. Article 63 is headed “Jurisdiction” and provides:

*“1. Recourse may only be made to an Arbitration Tribunal in accordance with art. 62 once all internal channels of IFA have been exhausted.*

*2. IFA shall have jurisdiction on internal national disputes, i.e. disputes between parties belonging to IFA. FIFA shall have jurisdiction on international disputes, i.e. disputes between parties belonging to different Associations and/or Confederations”.*

19. Article 64 is headed “Court of Arbitration for Sport” and provides:

*“1. In accordance with the relevant provisions of the FIFA Statutes, any appeal against a final and binding decision passed by FIFA, AFC, or the Leagues shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, unless another Arbitration Tribunal has jurisdiction in accordance with art. 62. CAS shall not, however, hear appeals on violations of the Laws of the Game, and suspensions of up to four matches or up to three months (with the exception of doping decisions).*

*2. IFA shall ensure its full compliance and that of all those subject to its jurisdiction with any final decision passed by a FIFA body, by an AFC body, by the Arbitration Tribunal recognised by IFA or by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland”.*

**b. *The IFA Electoral Code***

20. The IFA Electoral Code (the “Electoral Code”) addresses elections of IFA bodies and committees.
21. In the letter from FIFA dated 24 May 2019 referred to in paragraph 13 above, FIFA states that it exchanged several draft versions of the Electoral Code with the IFA at the beginning of 2017. FIFA notes that it has not been provided with the final version of the Electoral Code.
22. On 28 May 2019, counsel for the IFA (Mr Nezar Ahmed) submitted emails exchanged between himself and FIFA. From these documents it appears that FIFA approved a draft version of the Electoral Code sent to FIFA on 14 April 2017. Counsel for the IFA submitted that this version of the Electoral Code – which has 27 articles – was ratified by the IFA Executive Committee on 20 May 2017.
23. At the hearing on 30 and 31 May 2019, counsel for the Appellant submitted that another version of the Electoral Code – comprising 44 articles – had recently come to light. In response, counsel for the IFA submitted that this 44-article document referred to by the Appellant is a previous draft of the Electoral Code which was later condensed to 27 Articles by FIFA.
24. Both the Appellant and the Respondent rely on the Electoral Code comprising 27 articles which the Respondent submits was ratified by the IFA Executive Committee on 20 May 2017. However, the parties have each submitted competing versions of the Electoral Code. The Appellant relies on a document in Arabic accompanied by a certified English translation. In contrast, the IFA relies on a document in English which it submits is the English version of the Electoral Code drafted by FIFA on the basis of the FIFA Standard Electoral Code. The relevant extracts from these alternate versions of the Electoral Code are set out below.
25. Article 1 is headed “Scope of Application” and paragraph 1 provides as follows:
  - a. In the Appellant’s version:  
*“The provisions of these rules shall apply and organize the elections of bodies and committees of Iraq Football Association. These rules shall comply with the laws and regulations of the FIFA, AFC and IFA”.*
  - b. In the IFA’s version:  
*“This code (‘Code’) is applicable to all elections of the bodies of the IFA. It shall comply with the applicable statutes and regulations of IFA, AFC and FIFA”.*
26. Article 12, which concerns appeals, provides as follows:
  - a. In the Appellant’s version:  
***“Procedures of Appeal***
    1. *The decisions of the electoral committee shall be exclusively appealed before the appeal committee, with the exclusion of appealing these decisions before any other body especially the governmental bodies and courts.*

2. *The appeal together with the reasons thereof shall be sent by the registered mail or to be delivered by hand with an acknowledgment of receipt to the IFA general secretariat in later than seven days from the date of issuance the decision.*
3. *The appeal committee shall issue its decision as to the appeals submitted to it within seven days of receipt and it shall notify the appellant during such period.*
4. *The decisions of the appeal committee shall be binding and non-appealable”.*

b. In the IFA’s version:

**“Appeal Procedure**

1. *Appeals against the electoral committee’s decisions may be lodged only before the election appeal committee of the IFA, to the exclusion of the possibility of appealing said decisions before any other body, particularly a government body.*
2. *Any appeal, with its reasons, shall be sent by registered post or delivered in exchange for confirmation of receipt to the general secretariat of the IFA within 7 days as of receipt of the electoral committee’s decision.*
3. *Appeals shall be considered by the election appeal committee within 7 days as of their receipt by the general secretariat of the IFA and the relevant candidates shall be informed of the decision within the same deadline.*
4. *The decisions of the election appeal committee are final and binding and not subject to appeal”.*

**c. The IFA Electoral Bodies**

27. By virtue of Article 20(7) of the IFA Statutes, the EC is charged with organising and supervising election processes in accordance with the Electoral Code.
28. Under the terms of Articles 3(1) and 12(1) of the Electoral Code, the EAC hears appeals from decisions of the EC.

**III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

**A. Written proceedings**

29. On 7 May 2018, the Appellant filed his Statement of Appeal pursuant to Articles R48 and R49 of the Code of Sports-related Arbitration (the “Code”). The Appellant requested that the matter be heard by a sole arbitrator. As part of his motions for relief, the Appellant sought the production of certain documents and made a request for provisional measures, with grounds, pursuant to Article R37 of the Code, requesting that the CAS: *“Stay the execution of the Appealed Decision and order IFA to allow Mr. Darjal to stand as candidate at the IFA elections currently held on 31 May 2018”.*
30. On 9 May 2018, the CAS Court Office initiated an appeals procedure under the reference CAS 2018/A/5719 and invited the IFA to respond to the request for provisional measures.
31. On 13 May 2018, the IFA: (i) confirmed that it did not intend to remit its share of the advance of costs; (ii) provided its response to the Appellant’s request for the production of certain

- documents; and (iii) stated that it would file its response to the Appellant's request for provisional measures by 21 May 2018.
32. On 17 May 2018, the Appellant filed his Appeal Brief in accordance with Article R51 of the Code in which he reiterated his request for provisional measures and the production of documents. In his motions for relief on the merits, the Appellant requested the CAS to: *"Uphold the appeal and set aside the Appealed Decision by declaring the regularity and validity of the Appellant's candidacy for the IFA Presidency election"*.
  33. On 20 May 2018, the IFA submitted its response to the Appellant's request for provisional measures, requesting the CAS to reject the request.
  34. On 22 May 2018, the IFA was invited to file its comments on particular aspects of the Appellant's request for provisional measures. The IFA was also notified of the deadline for filing its Answer to the Appellant's appeal.
  35. On 23 May 2018, Al-Zawra'a Sports Club ("Al-Zawra'a") submitted a request to be granted an opportunity to file an *amicus curiae* brief in relation to the Appellant's status as a candidate for the Election.
  36. By letter of the same date (23 May 2018), the Appellant sought to challenge a point of law raised by the IFA in paragraph 56 of its response to the request for provisional measures filed on 20 May 2018 with regard to the timeliness of the Appellant's appeal. The Appellant submitted that the Rules Governing the Appointment of Delegates for IFA Congress and the Nomination of Candidates for IFA Elections were not applicable to the present case because they had been repealed and replaced by the IFA Statutes and the Electoral Code. The Appellant observed that the rules referred to by the IFA did not appear on the IFA's website and that counsel for the IFA had publicly confirmed in several interviews that it is possible to appeal decisions relating to the IFA electoral process before the CAS.
  37. On 24 May 2018, the IFA filed further objections to the Appellant's request for provisional measures, which included the following request for relief: *"IFA respectfully requests the Court of Arbitration for Sport to terminate these arbitrations on the ground that the CAS clearly has no jurisdiction to hear the appeal and subsidiary reject all of the Appellant's requests for provisional measures"*.
  38. By letter of the same date (24 May 2018), the parties were informed that pursuant to Article R50 of the Code, the President of the CAS Appeals Arbitration Division had decided to submit the case to a sole arbitrator, the name of whom would be communicated in due course.
  39. On 27 May 2018, the IFA requested that the deadline to file its Answer be set aside and that a new deadline be fixed upon receipt by the CAS of the Appellant's share of the advance of costs.
  40. On 30 May 2018, the President of the Appeals Arbitration Division of the CAS issued a decision in respect of the Appellant's request for provisional measures, dismissing such request.

41. Also on 30 May 2018, the CAS Court Office: (i) invited the IFA to comment on the admissibility of the Appellant's letter of 23 May 2018 in its Answer; and (ii) confirmed that the deadline for the IFA to file its Answer was set aside and that a new time limit would be set upon Appellant paying his share of the advance of costs.
42. On 1 June 2018, the parties were invited to comment on the request of Al-Zawra'a dated 23 May 2018 to file an *amicus curiae* brief.
43. By letter of the same date (1 June 2018), the Appellant stated that he did not have any objection to the request of Al-Zawra'a to file an *amicus curiae* brief, "*especially considering that it will corroborate the Appellant's arguments concerning the validity of his application for the IFA elections*". The Appellant also:
  - a. Requested the Sole Arbitrator to admit to the case file the arbitral award CAS 2017/A/5163 on the basis that it was of utmost relevance to the appeal and had been issued on 25 May 2018, after the expiry of the time limit to file the Appeal Brief.
  - b. Stated that "*should the appeal be upheld and CAS will annul the Appealed Decision accordingly, IFA should be ordered to hold new elections for IFA Presidency, in accordance with the aforementioned case law*" (underlining in the original).
44. On 11 June 2018, the IFA objected to the request of Al-Zawra'a to file an *amicus curiae* brief, submitting that:
  - a. Such briefs should only be allowed absent the consent of the parties if: (i) the dispute at stake is likely to affect persons beyond the parties; and/or (ii) there is a public dimension to the matter to the extent that the disadvantages incurred by allowing the brief can be compensated by its advantages.
  - b. Al-Zawra'a had not demonstrated that it was advocating a general or special interest. On the contrary, its apparent motivation for making the request was a desire to supplement the alleged facts advanced by the Appellant in his Appeal Brief, and in effect amounted to a request to make a witness statement. Under the Code, only the parties involved in the proceedings are allowed to file evidence upon which they intend to rely and to specify the witnesses they intend to call.
  - c. The request of Al-Zawra'a should be denied.
45. On 12 June 2018, the CAS Court Office advised the parties that it would be for the Sole Arbitrator to decide on the admissibility of the request from Al-Zawra'a in accordance with Article R41.4 of the Code.
46. On 17 June 2018, the IFA set out its position with regard to the admissibility of the CAS Award referred to in the Appellant's letter of 1 June 2018 as follows:
  - a. Having regard to Article R56(1) of the Code, the IFA did not consent to the admission of the Appellant's submission.

- b. There were no exceptional circumstances warranting the Appellant's request.
  - c. The circumstances in CAS 2017/A/5163 were very different to the present case, in that: (i) the Panel in that case did not render a decision on the merits; and (ii) the arbitral award was consensual, ratifying a settlement agreement between the parties.
  - d. The Appellant's attempt to supplement his request for relief would drastically change the scope of the proceedings, in effect amounting to the filing of a new appeal.
  - e. In the circumstances, the time limit for the IFA to file its Answer should be suspended pending the Sole Arbitrator's determinations on: (i) the admissibility of the Appellant's letter of 1 June 2018; and (ii) the Appellant's desire to amend his request for relief.
47. On 18 June 2018, the CAS Court Office acknowledged receipt of the Appellant's payment of the advance of costs and informed the parties of the following matters:
- a. Professor Philippe Sands QC had accepted appointment as Sole Arbitrator in these proceedings in accordance with Article R54 of the Code.
  - b. The Sole Arbitrator would determine: (i) the admissibility of the Appellant's letter of 1 June 2018; and (ii) the Appellant's request to supplement his request for relief.
  - c. The IFA should file its Answer within 20 days in accordance with Article R55 of the Code (to include *inter alia* a response to the Appellant's request in the Appeal Brief for the production of documents).
  - d. The Appellant was invited to comment on the Respondent's request to suspend the time limit to file its Answer pending a decision of the Sole Arbitrator on: (i) the admissibility of the Appellant's letter of 1 June 2018; and (ii) the Appellant's request to supplement his request for relief.
48. On 18 June 2018, the Appellant responded to the letter of the CAS Court Office of the same date, stating as follows:
- a. The Appellant is opposed the IFA's request for a suspension of the time limit to file its Answer.
  - b. The decision in CAS 2017/A/5163 was not available at the time the Appeal Brief was filed and had "*an analogous factual background and legal reasoning to this dispute*".
  - c. The Appellant's letter of 1 June 2018 does not contain any new requests for relief or change the Appellant's arguments. It merely brings to the Sole Arbitrator's attention a decision "*recently rendered in a similar case and asks CAS to act accordingly*".
49. On 24 June 2018, the IFA submitted objections to the jurisdiction of the CAS to determine the appeal, in particular challenging "*the scope ratione materiae of the alleged arbitration agreement*" and expressing the view that the proceedings are inadmissible for at least four reasons,

including: (i) the Appellant lacks standing to sue; (ii) the Appellant lacks “*a concrete and sufficient interest worthy of protection in attaining the reliefs sought by him*”; (iii) the results of the Election are a decision adopted by the IFA Congress, which is the supreme body of IFA, and therefore cannot be set aside; and (iv) the Appellant’s only request for relief is to annul the decision of the EAC thereby declaring the validity of his candidacy, however, the Election has already taken place and therefore “*the relief sought by the Appellant is of no use to him*”. The Respondent also requested bifurcation of the proceedings on the basis that:

- a. Only when the issue of jurisdiction is closely related to the merits of the dispute should the CAS decide both issues in the same award.
  - b. Article R55(5) of the Code provides that “*The panel may rule on its jurisdiction either in a preliminary decision or in an award on the merits*”.
  - c. The IFA’s case on jurisdiction is straightforward, not closely related to the merits and can easily be dealt with separately.
  - d. Bifurcation will be cost efficient because of the likelihood that the CAS will decline jurisdiction.
  - e. It would be procedurally unfair to require the IFA to prepare a full submission on the merits in circumstances where there are “*very good chances that the case will not even reach the merits phase*”.
50. On 28 June 2018, the CAS Court Office notified the parties that Mr Andrew Smith had been appointed as *ad hoc* Clerk in this case in accordance with Article R40.3 of the Code.
51. On 28 June 2018, the Appellant objected to the IFA’s request to bifurcate the proceedings and requested that an oral hearing addressing all of the issues be fixed as soon as possible.
52. On 3 July 2018, the CAS Court Office notified the parties that:
- a. In light of the Appellant not filing any request to supplement or amend his request for relief, the Appellant’s motions for relief remained as set out in paragraph 76 of the Appeal Brief dated 17 May 2018.
  - b. The IFA was required to file its Answer in respect of all matters in dispute, including jurisdiction and merits, by 17 July 2018.
  - c. Within 14 days of notification by the CAS Court Office of the IFA’s Answer, the Appellant was entitled to file additional written submissions on the matters of: (i) jurisdiction and admissibility, (ii) the proposed *amicus curiae* brief; and (iii) the admissibility and relevance of the Award in CAS 2017/A/5163.
53. By letters of 5 and 6 July 2018 respectively, the Appellant expressed a preference to have a hearing in Lausanne, whereas the IFA considered that no hearing was necessary.

54. On 16 July 2018, the IFA filed its Answer in which it addresses *inter alia*: (i) the jurisdiction of the CAS to determine the appeal; (ii) the admissibility of the proceedings; (iii) the merits of the appeal; (iv) the admissibility of the Appellant's letter of 23 May 2018; (v) the Appellant's request for the production of documents; and (vi) the request of Al-Zawra'a to file an *amicus curiae* brief.
55. Also on 16 July 2018, the Appellant confirmed that on 10 July 2018 he had filed a separate appeal with the CAS along with 10 other appellants (procedure CAS 2018/A/5824 described in paragraph 4(b) above). The Appellant stated that the parties and the subject matter of these two cases are different.
56. On 17 July 2018, the CAS Court Office noted the Appellant's assertion that the new appeal (CAS 2018/A/5824) was not related to the present procedure and therefore it would proceed without regard to the new appeal.
57. On 19 July 2018, the CAS Court Office acknowledged receipt of the IFA's Answer filed on 16 July 2018 and, in view of the Sole Arbitrator's instructions (see paragraph 52 above), granted the Appellant a 14-day time limit to file additional written submissions on the matters of: (i) jurisdiction and admissibility, (ii) the proposed *amicus curiae* brief; and (iii) the admissibility and relevance of the Award in CAS 2017/A/5163.
58. On 2 August 2018, the Appellant filed written submissions in respect of the three matters identified in paragraph 52(c) above.
59. On 8 August 2018, the Appellant filed more submissions and evidence in response to the IFA's Answer, stating that this was necessary and justified on the basis of exceptional circumstances within the meaning of Article R56 of the Code.
60. Also on 8 August 2018, the CAS Court Office invited the parties to comment on whether there is any factual and/or legal overlap between the present procedure and the further appeal filed by the Appellants in CAS 2018/A/5824.
61. On 9 August 2018, the Appellant sent a letter to counsel for the IFA, copied to the CAS Court Office, alleging that the Appellant had been improperly contacted by counsel for the IFA regarding the subject matter of the dispute via several text messages.
62. On 13 August 2018, the Appellant provided his observations on the overlapping issues between this procedure and CAS 2018/A/5824, stating that the "*ultimate aim of both appeals is the annulment of the IFA Elections for the irregularities affecting, inter alia, the candidates' nomination (and exclusion) process*". The Appellant also communicated his intention to lodge a further appeal before the CAS in respect of a disciplinary decision adopted on 30 July 2018 by the IFA Appeal Committee.
63. By letter of the same date (13 August 2018), the IFA provided observations on the overlapping issues between this procedure and CAS 2018/A/5824, suggesting that the present

proceedings be stayed pending the disposition of the appeal in CAS 2018/A/5824 and/or the further potential appeal referred to by the Appellant.

64. On 15 August 2018, the IFA objected to the admissibility of the further submissions and exhibits filed by the Appellant on 8 August 2018. In the alternative (*i.e.* in the event that the Sole Arbitrator was minded to permit the filing of new submissions and evidence by the Appellant), the IFA made its own request for the production of certain documents.
65. On 21 August 2018, the CAS Court Office invited the Appellant to comment on the IFA's request for a suspension of the proceedings.
66. On 25 August 2018, the Appellant objected to the IFA's request for a suspension of the proceedings, noting that *"the Appellant has a clear interest to obtain an independent decision declaring that his exclusion from the IFA Presidential elections was unlawful and that the subsequent Presidential elections were null and void and must be repeated for having unlawfully excluded a candidate (which is an irregularity of the electoral process)"*.
67. On 26 November 2018, the CAS Court Office informed the parties that in the absence of any objection from the parties, the Sole Arbitrator's preference was to hold a joint hearing for the three procedures.
68. By letter of the same date (26 November 2018), the IFA objected to the proposal of a joint hearing, requesting that in the first instance the Sole Arbitrator render a preliminary award on jurisdiction and admissibility, either by holding a hearing or based on the written submissions of the parties. The IFA submitted that once these issues had been decided, it would *"accept holding a joint hearing for the legal and factual aspects of procedures CAS 2018/A/5719 and CAS 2018/A/5876 and the merits of CAS 2018/A/5824 provided the case reaches such phase"*.
69. On 28 November 2018, the Appellant confirmed his preference to have a single hearing dealing with all aspects of the three procedures.
70. By letter dated 29 November 2018, the CAS Court Office informed the parties of the Sole Arbitrator's decision to hold a joint hearing dealing with all aspects of the three procedures.
71. On 5 December 2018, the IFA confirmed that it intended to call two witnesses in this case: Mr Zayed Khalaf Hamid Al-Musawi (manager of the IFA International Relations Department) and Mr Waleed Yousuf Mohammed Tabra (an employee of the IFA General Secretariat and the Secretary to the IFA Competition Committee). The IFA also made further written observations in respect of: (i) the English version of the Electoral Code; and (ii) criminal proceedings before the Rusafa Investigation Court in Iraq.
72. By letter of the same date (5 December 2018), the Appellant provided his list of nine witnesses for the hearing, one of which would be called in relation to this case: Mr Mohammed Haider Hassoon (a former member of the EC).
73. On 23 December 2018, the IFA wrote to the CAS Court Office objecting to seven of the witnesses proposed by the Appellants in the three procedures, including Mr Hassoon.

74. On 28 December 2018, the Appellant objected to the content of the IFA's letter of 23 December 2018, stating *inter alia* that the IFA had put forward unsolicited comments on the Appellant's evidentiary motions.
75. On 30 December 2018, the IFA submitted its response to the Appellant's letter of 28 December 2018.
76. On 27 January 2019, the IFA filed further written observations referring *inter alia* to recent developments pertaining to the criminal proceedings before the Rusafa Investigation Court.
77. On 28 January 2019, the Appellant requested clarification with regard to: (i) procedural requests made in the Appeal Brief including for the production of documents; and (ii) the admissibility of the IFA's "*several unsolicited submissions*".
78. On 31 January 2019, the Appellant provided his observations on the IFA's letter of 27 January 2019.
79. On 12 February 2019, the IFA asserted that it had, in correspondence with the CAS Court Office sent on behalf of the Sole Arbitrator concerning the hearing date, been singled out for allegedly delaying the administration of justice and submitted that this was contrary to the principles of good faith and equal treatment of the parties.
80. Following a series of exchanges between the parties and the CAS Court Office, and having regard the availability of the Sole Arbitrator and the parties (and their representatives), a single hearing dealing with all aspects of the three procedures was scheduled for 30 and 31 May 2019.
81. On 24 February 2019, the IFA complained that a document which it had requested not to be communicated to the Appellant had been disclosed to the Appellant, which (the IFA contended) would "*hinder its right of defense to such extent that it will henceforth refrain IFA from submitting into the files of the cases at hand any information and/or documents of confidential nature*".
82. On 1 March 2019, the Appellant confirmed his list of attendees for the hearing and requested that the hearing be held in public.
83. On 24 April 2019, the CAS Court Office notified the parties that Mr Remi Reichhold would replace Mr Andrew Smith as *ad hoc* Clerk, due to a scheduling conflict.
84. On 30 April 2019, the Appellant filed his list of witnesses including references to their witness statements, together with proposals for the timetabling of the oral evidence at the hearing.
85. On 5 May 2019, the IFA filed written observations regarding *inter alia*: (i) the scope of the Sole Arbitrator's powers of review; (ii) the irrelevance of certain witness testimonies which the Appellant was seeking to adduce (and requesting that certain witnesses be barred from giving evidence at the hearing); and (iii) the conduct of the hearing.

86. On 10 May 2019, the Appellant responded to various matters raised in the IFA's letter of 5 May 2019.
87. On 13 May 2019, the Appellant requested an update on various procedural requests that it had made, including for the production of documents by the IFA.
88. On 17 May 2019, the Appellant was invited to provide a clear and cogent explanation as to why the categories of documents listed in the Appellant's letter of 13 May 2019 were relevant and necessary for the just disposal of these proceedings.
89. By letter of the same date (17 May 2019), the CAS Court Office sent the parties the order of procedure which was returned signed, with some remarks, by the IFA and the Appellants on 21 and 27 May 2019, respectively.
90. On 20 May 2019, the Appellant provided written observations regarding the relevance and necessity of the documents listed in his letter of 13 May 2019, including seven new exhibits.
91. By letter dated 21 May 2019, the IFA alleged that there had been "*a serious case of meddling in the affairs of IFA and CAS's administration of justice committed by elements of the Government of the Republic of Iraq*" and made further reference to the criminal proceedings before the Rusafa Investigation Court.
92. On 22 May 2019, the CAS Court Office notified the parties that the Sole Arbitrator had rejected the Appellant's request for the production of documents as formulated in his letter of 13 May 2019. This was primarily on the basis that the categories of documents sought were too wide and that in the view of the Sole Arbitrator these documents were not required for the just disposal of the proceedings. The Sole Arbitrator did, however, invite the IFA to comment on the allegations contained in the Appellant's letter of 20 May 2019 and to disclose any further documents (with English translations). The IFA was also invited to comment on the Appellant's request to admit into evidence the seven new exhibits attached to his letter of 20 May 2019 as an exceptional circumstance pursuant to Article R56 of the Code. The Sole Arbitrator emphasised that in coming to this decision, he was expressing no view on the merits of the three procedures.
93. On 23 May 2019, the IFA submitted its observations on the allegations contained in the Appellant's letter of 20 May 2019 and the admissibility of the Appellant's seven new exhibits.
94. On 27 May 2019, the parties were informed that the Sole Arbitrator had decided that the Appellant's seven new exhibits would be admitted to the case file without prejudice as to their weight and relevance.

**B. The hearing**

95. A hearing dealing with all aspects of the three procedures was held on 30 and 31 May 2018 in Lausanne, Switzerland (the "hearing"). The Appellant was represented by Mr Salvatore Civale and Mr Mario Vigna, assisted by Mrs Elena Raccagni. The IFA was represented by Mr Nezar

Ahmed, assisted by Mr Rawan Raed Alnahi. Mr Mounir Al-Kudri attended the hearing as the interpreter for the Appellants. As the IFA had not made provision for their own interpreter, the Appellants helpfully made Mr Al-Kudri available to the IFA's witnesses. Mr Al-Kudri proved to be an invaluable resource and received praise on all sides for his diligent and accurate work.

96. The Sole Arbitrator heard opening and closing legal submissions from representatives for the Appellant and the IFA, and also heard evidence from the following individuals in relation to the present case:

Witness for the Appellant

- a. Mr Mohammed Haider Hassoon (former member of the EC)

Witness for the IFA

- a. Mr Zayed Khalaf Hamid Al-Musawi (manager of the IFA International Relations Department)

97. In addition, the Appellant made an oral statement in relation to the present case. The Sole Arbitrator was assisted at the hearing by Mr Daniele Boccucci (Counsel to the CAS) and Mr Remi Reichhold (*ad hoc* clerk).

98. At the outset of the hearing, the Sole Arbitrator heard submissions from legal representatives as to the procedure to be adopted in relation to witnesses. Counsel for the Appellant requested to examine witnesses in chief prior to cross-examination by opposing counsel. As most of the witnesses in the three procedures had provided witness statements, the Sole Arbitrator determined that examination in chief would not be necessary or appropriate. The Sole Arbitrator reiterated that he had carefully read all witness statements in advance of the hearing and was familiar with the written testimonies. Providing an opportunity for examination in chief would risk the hearing not being completed within the timetable as agreed by the parties. Moreover, adopting the approach suggested by counsel for the Appellant would also risk opening the door to examination in chief on new subject matters which would put the opposing party at a disadvantage. Therefore, the hearing proceeded as follows: (i) witness statements submitted by the parties stood in as the witnesses' evidence in chief; (ii) legal representatives were given the opportunity to cross-examine witnesses of the opposing party; and (iii) thereafter a period of re-examination was permitted on matters raised during cross-examination.

99. The Sole Arbitrator notified attendees at the hearing that, in accordance with Articles R57(2) and R59(7) of the Code, the Appellant's request, dated 1 March 2019, for the hearing to be held in public, had been rejected.

100. The hearing was conducted in a professional and cordial manner, subject only to two exceptions. First, at an early stage in the course of the proceedings it appeared that a video recording of the hearing had been uploaded to a public social media platform, in violation of

the rules on confidentiality arising from Articles R57(2) and R59(7) of the Code. The Sole Arbitrator reminded attendees of the obligation of confidentiality and invited attendees to respect confidentiality rules and switch off and put away their mobile phones. Regrettably, despite this warning, it appeared that more video footage was making its way to social media platforms and instant messaging applications. As a result, the Sole Arbitrator issued a procedural direction by which all mobile phones in the hearing room were confiscated by the CAS Court Office for the duration of the first day of the hearing. Second, and subsequently, the Sole Arbitrator received reports that a small minority of participants intermittently engaged in physical altercations in the immediate vicinity of the hearing room. For the purposes of safeguarding the safety of attendees, and to ensure the smooth running of the hearing, the Sole Arbitrator issued a further procedural direction prohibiting participants from punching and hitting each other within the confines of the hearing room and its immediate vicinity.

101. At the close of the hearing, both parties confirmed that they had received a fair hearing and had been given the opportunity to fully present their cases, save that counsel for the Appellants re-iterated his preference with regard to examination in chief of witnesses.

### **C. Post-hearing written correspondence**

102. By letter dated 3 June 2019, the IFA complained to the CAS Court Office that the Appellants in the three procedures had conveyed information to the Government of Iraq and the media that counsel for the IFA had “*offended, insulted and undermined the sovereignty of the Iraqi government as well as spread a message of sectarianism during the course of the hearing*”.
103. On 5 June 2019, the CAS Court Office reminded the parties of the duty of confidentiality stemming from Article R59(7) of the Code. The CAS Court Office also communicated a request from the Sole Arbitrator for the parties to refrain from filing any further unsolicited submissions.
104. By letter of the same date (5 June 2019), the IFA made further allegations relating to purported breaches by the Appellants in the three procedures of the duty of confidentiality enshrined in Article R59(7) of the Code.
105. On 25 September 2019, the Appellant sought to introduce an additional exhibit in relation to which the CAS Court Office invited the IFA to comment.
106. On 29 September 2019, the IFA expressed its view that the Appellant’s additional exhibit submitted on 25 September 2019 was inadmissible, referring *inter alia* to: (i) the period of four months that had elapsed since the close of the hearing; and (ii) the Sole Arbitrator’s request of 5 June 2018 that the parties refrain from filing any further unsolicited submissions.
107. By letter dated 30 September 2019, the CAS Court Office informed the parties that the Sole Arbitrator had decided that the Appellant’s additional exhibit filed on 25 September 2019 would not be admitted to the case file.

108. On 15 November 2019, the Appellant sought to submit an additional exhibit relating criminal proceedings in Iraq.
109. By letter dated 18 November 2018, the parties were notified that the additional exhibit submitted by the Appellant on 15 November 2019 would not be admitted to the case file.
110. On 23 January 2020, the IFA informed the CAS Court Office that Mr Nezar Ahmed “*is no longer affiliated or representing IFA*”.
111. On 24 January 2020, the IFA informed the CAS Court Office that its email of 23 January 2020 should be disregarded and that Mr Nezar Ahemd is “*still acting as legal representative of IFA*”.
112. On 12 February 2020, the Appellant informed the CAS Court Office that all members of the IFA Executive Committee had resigned in January 2020. The Appellant requested that that the CAS “*suspend the proceedings while we wait to understand who now represents the Iraq Football Association (IFA)*”. The Appellant’s letter attached an email from the FIFA Secretary General in which it is stated that on 10 February 2020, the Bureau of the FIFA Counsel decided that, in accordance with Article 8(2) of the FIFA Statutes, a “normalisation committee” would be appointed for the IFA. The mandate of the normalisation committee includes: “*running of IFA’s daily affairs*” and “*organising and conducting the elections of a new IFA Executive Committee for a four-year mandate*”.
113. On 17 February 2020, the IFA was invited to inform the CAS Court Office within seven days whether it agrees to suspend the proceedings.
114. On 24 February 2020, the CAS Court Office informed the parties that, in the absence of any objection from the IFA, the present procedure was suspended.
115. On 2 September 2020, the General Secretary of the IFA, Mr Mohammed Farhan Obaid, informed the CAS Court Office that “*the IFA Normalisation Committee has decided ... to terminate all type of relations*” with its counsel, Mr Nezar Ahmed.
116. On 6 September 2020, Mr Nezar Ahmed sent a six-page letter to the CAS Court Office, copied to the FIFA General Secretary. Mr Ahmed contended that he had been instructed by the IFA General Assembly to act on behalf of the IFA and that the Normalisation Committee “*does not have the authority to revoke my mandate*”. Mr Nezar Ahmed further alleged *inter alia* that the IFA “*is at [the] moment under the full control and siege of none other than the Appellant- Mr. Adnan Dirjal ([now] the Iraqi Minister of Youth and Sport) using the [Normalisation Committee] as a proxy to run the IFA affairs*”.
117. On 25 September and 6 October 2020, the Appellant wrote the CAS Court Office requesting the resumption of these proceedings and for the Sole Arbitrator to render his Award.
118. On 28 September 2020, the CAS Court Office informed the parties of the resumption of the present procedure.

#### IV. SUBMISSIONS OF THE PARTIES

119. The parties have submitted a large volume of written argument, supplemented by numerous exhibits, oral submissions and witness testimony. What follows is a concise summary of the legal arguments advanced by the parties on the issues of jurisdiction, admissibility and the merits. This summary is not exhaustive and contains only those arguments the Sole Arbitrator considers necessary to give context to the decision he reaches in each of the sections below in relation to the jurisdiction of the CAS to hear the case, the admissibility of the appeal and the merits of the dispute. For the avoidance of doubt, the Sole Arbitrator has carefully considered all of the written and oral submissions of the parties, including the exhibits and witness testimony.

##### A. Jurisdiction

120. The Appellant's initial submissions on the issue of jurisdiction, as set out in the Statement of Appeal and Appeal Brief, may be summarised as follows:

- a. The jurisdiction of the CAS stems from Articles 62 and 63 of the IFA Statutes.
- b. The dispute in question arose within the IFA and concerns the member of a club (namely the Appellant).
- c. Article 13(1)(f) of the IFA Statutes also envisages disputes being referred to the CAS.
- d. Article 12(4) of the Electoral Code does not prevent a decision of the EAC from being further appealed to a judicial or arbitral body, such as the CAS.
- e. Article 12(4) of the Electoral Code means that the EAC is the final dispute resolution body *within* the IFA for electoral matters, meaning that once the EAC has rendered a decision, all of the *internal* remedies of the IFA will have been exhausted.
- f. The IFA Statutes are the highest-ranking rules of law within the IFA and prevail over any other IFA regulations, including the Electoral Code. In this regard, Article 1 of the Electoral Code confirms their subordination to the "...*laws and regulations of the FIFA, AFC and IFA*".
- g. The Appellant should benefit from the *contra proferentem* rule, according to which rules that are ambiguous or can have more than one meaning should be interpreted against their drafter, which in this case is the IFA.
- h. The CAS has already dealt with a decision concerning the validity of IFA elections in procedure CAS 2011/O/2536.
- i. The IFA has proceeded on the basis that the CAS has jurisdiction to determine the appeal. In particular, in a letter dated 9 May 2018, the IFA had stated: "... *we would like to point out that in accordance with art. R37 of the Code of Sports-related arbitration... the*

*Appellant did have the opportunity to file his request for provisional measures as soon as he was notified of the decision under appeal*". The IFA had, thus, conceded that the Appellant could resort to the CAS in order to stay the execution of the EAC decision.

- j. Moreover, during an interview for the programme 'The Fourth Referee', which was broadcast on 11 March 2018, counsel for the IFA publicly stated that if the Election was not held in compliance with the IFA rules, the CAS would have jurisdiction to void the Election.
- k. Accordingly, any attempt by the IFA to argue against the jurisdiction of the CAS would contravene the principle *venire contra factum proprium*, according to which a party, whose conduct has generated legitimate expectations on the part of another party, is barred from changing its course of action to the detriment of that party.

121. The IFA's submissions on the issue of jurisdiction may be summarised as follows:

- a. Article R47 of the Code provides that an appeal against the decision of a federation, association or sports-related body may be filed with the CAS if the statutes or regulations of the said body so provide.
- b. Article 26(2) of the IFA Statutes provides that elections of the IFA shall be conducted in accordance with the Electoral Code.
- c. The IFA Statutes therefore incorporate, by reference, the provisions of the Electoral Code as the *lex specialis* rules governing the procedural matters of IFA elections. Such rules are therefore on an equal footing with the IFA Statutes, in terms of 'ranking norms'.
- d. Initially, the provisions of the Electoral Code were integrated into the IFA Statutes. However, following consultation with FIFA, the IFA was advised to set out the electoral rules in a separate, standalone document and incorporate such document by reference into the IFA Statutes.
- e. The IFA Statutes and the Electoral Code were drafted and ratified together, such that they form one legal document in respect of IFA elections.
- f. Article 12(4) of the Electoral Code clearly and expressly excludes the possibility of appealing against decisions of the EAC, whether to the CAS or any other body.
- g. Furthermore, the IFA Statutes limit the scope of potential appeals to the CAS to decisions rendered by IFA judicial bodies (*per* Article 60(3) of the IFA Statutes) and the IFA leagues (*per* Article 64(1) of the IFA Statutes). Decisions rendered by the EAC are not specified in the IFA Statutes as decisions capable of being appealed to the CAS.
- h. In the event of any conflict between the various provisions under consideration, Article 12(4) of the Electoral Code and Articles 60(3) and 64(1) of the IFA Statutes

are *lex specialis* and take precedence over any *lex generalis* provisions such as Article 62 of the IFA Statutes, applying the principle of *lex specialis derogat legi generali*.

- i. Article 12(4) of the Electoral Code, as well as Articles 60(3) and 64(1) of the IFA Statutes, were drafted having in mind particular purposes and taking into account particular circumstances. Accordingly, those provisions apply to, and govern, the parties' relationship over and above Article 62 of the IFA Statutes.
- j. The bar on appealing decisions of the EAC to the CAS makes sense, having regard to the congested timeline that applies to the nomination process for IFA elections.
- k. If the IFA had wished for the general provision in Article 62 of the IFA Statutes to apply to every single dispute arising in the IFA, it would not have enacted Article 60(3) and 64(1) of the IFA Statutes, or Article 12(4) of the Electoral Code.
- l. No argument based on fairness or access to justice can displace the fundamental requirement for a valid arbitration agreement.
- m. As regards the Appellant's argument based on the *contra proferentem* principle, there is nothing unclear about the rules under consideration; to the contrary, the exclusion of any right of appeal to the CAS, in respect of decisions rendered by the EAC, is set out in clear and specific terms in Article 12(4) of the Electoral Code.
- n. As to the Appellant's contention that jurisdiction in this matter could be founded on the CAS' determination of a previous case concerning the validity of IFA elections, the jurisdiction of the CAS in that particular case (CAS 2011/O/2536) was based on a specific arbitration agreement, rather than the statutes and regulations of the IFA.
- o. As regards the Appellant's contention that an interview involving counsel for the IFA provided a basis for jurisdiction, the IFA's counsel (i) was expressing a personal opinion which had been taken out of context; and (ii) never stated that the CAS has jurisdiction to hear an appeal against a decision of the EAC. Furthermore, under Swiss law, a valid arbitration agreement needs to be in writing.
- p. The Appellant had not submitted himself to the rules of the IFA and thus cannot rely on the provisions of the IFA Statutes to establish a valid arbitration agreement in favour of the CAS. In particular, while the Appellant may have become a member of Al-Zawra'a and submitted himself to its rules, the bylaws of Al-Zawra'a (which is a multisport club) do not contain provisions incorporating the IFA Statutes (whether directly or indirectly) or compel the Appellant to respect or abide by the IFA Statutes or regulations.
- q. Furthermore, the mere act of being nominated by a member of the IFA as a candidate for the Election does not establish a contractual relationship between the Appellant and the IFA on the basis that: (i) according to Article 12(1)(c) of the IFA Statutes, it is only the direct members of the IFA such as Al-Zawra'a, who have the right to

nominate candidates (as opposed to the candidates themselves); and (ii) the Appellant failed to sign and submit the required form which obliges candidates to submit themselves to the IFA Statutes and regulations during the nomination process.

- r. Finally, the fact that the Appellant was sanctioned by the IFA Disciplinary Committee did not have the effect of binding him to the rules of the IFA insofar as the jurisdiction of the CAS is concerned.

122. In his further submissions filed on 2 August 2018, the Appellant made the following additional points in respect of jurisdiction:

- a. The Electoral Code is *“by no means hierarchically comparable to the IFA Statutes”*. Article 1(1) of the Electoral Code provides that it is subject to the IFA Statutes.
- b. Articles 60(3) and 64(1) of the IFA Statutes have the clear rationale of restricting the wider scope of application of Article 62 of the IFA Statutes and *“do not affect in any manner the jurisdiction of the CAS in the present case”*.
- c. There is no provision within the IFA Statutes preventing a decision rendered by the EAC from being appealed to the CAS, in accordance with Article 62 of the IFA Statutes.
- d. Even if the Appellant was not a member of a club, he could still rely on the arbitration clause enshrined in Article 62 of the IFA Statutes.

## **B. Admissibility**

123. As regards the applicable time limits, the Appellant submits that:

- a. The EAC decision was rendered on 15 April 2018 and notified to the Appellant at his club, Al-Zawra’a, on 16 April 2018.
- b. The Statement of Appeal was filed on 7 May 2018 and, therefore, the appeal was filed timeously and is admissible.
- c. The Appeal Brief, which was filed on 17 May 2018, was filed within ten days following the expiry of the time limit for the appeal and is therefore admissible.

124. As regards the applicable time limits, the IFA submits that:

- a. Without prejudice to its submissions on jurisdiction, the Appellant’s appeal to the CAS was filed late.
- b. Article 5(3) of the IFA Rules Governing the Appointment of Delegates for IFA Elections, which came into force on 2 January 2010 (the “2010 IFA Rules”), provide that: *“The limitation for filing an appeal, whether internally or externally, is (7) days as of receipt of the motivated decision or as of the time the decision deemed to be notified”*.

- c. The EAC decision was received by the Appellant on 16 April 2018 and the appeal was filed with the CAS on 7 May 2018, more than seven days after that date. Accordingly, the appeal is time-barred.
125. On the issue of admissibility, the IFA makes a number of further arguments, which may be summarised as follows:
  - a. Pursuant to Articles 5(1) and 5(2) of the IFA Rules, the Appellant, acting alone, has no standing to appeal the EAC decision. Individual candidates only have the right to *join* an appeal that has been brought by a relevant member of the IFA (*e.g.* an IFA member that has nominated a candidate for election), provided there is a judgment that affects their rights or interest.
  - b. In any event, the Appellant lacks a concrete and sufficient legal interest worthy of protection in attaining the relief sought. In particular, the Appellant: (i) is banned from taking part in any football-related activities for three years (pursuant to a decision of the IFA Disciplinary Committee taken on 21 June 2018 and communicated to the Appellant on 26 June 2018); (ii) did not challenge the results of the Election within the prescribed time limit (therefore the Election result is final and binding); and (iii) did not request in his Statement of Appeal or Appeal Brief that the Sole Arbitrator declare the results of the Election null and void, or seek a re-run of the Election. Accordingly, the relief sought by the Appellant is of no practical use to him.
  - c. The Sole Arbitrator has no power to annul the results of the Election without a duly submitted challenge *to the results*, which the Appellant has not submitted.
  - d. On the merits, save in respect of costs, the only request for relief submitted by the Appellant is a request to set aside the EAC decision by “*declaring the regularity and validity of [his] candidacy for the IFA Presidency election*”.
  - e. In the circumstances, since the Election was held on 31 May 2018, a declaration that the Appellant was eligible to stand as a candidate in the (now completed) Election would be of no use to the Appellant and serve no purpose.
126. In his further submissions filed on 2 August 2018, the Appellant makes the following points in respect of the applicable time limit for filing his appeal to the CAS:
  - a. The 2010 IFA Rules were inapplicable, on the basis that they were superseded by the IFA Statutes and the Electoral Code, both of which were approved by the IFA Congress in May 2017.
  - b. The IFA’s suggestion that the 2010 IFA Rules applied to elections in 2018 is completely unsupported and therefore unreliable.
  - c. Furthermore, the 2010 IFA Rules are not present on the official website of the IFA.

- d. Given that neither the IFA Statutes nor the Electoral Code provide for a time limit to appeal against a decision rendered by the EAC, the Appellant duly relied on the default 21-day time limit provided for in Article R49 of the Code and filed his appeal on time.
127. In his further submissions filed on 2 August 2018, the Appellant also made the following points in respect of his standing to sue:
- a. Pursuant to Articles 11 and 12 of the Electoral Code, the decision of the EC admitting or refusing an application shall be notified to the candidate (rather than the member who has nominated the candidate). Consequently, the right to appeal such a decision must belong to the Appellant, who had a direct, personal and actual interest in appealing the decision.
  - b. In the case TAS 2012/A/3027 the CAS recognised that an individual candidate is directly influenced by a decision to exclude their candidacy and has an interest in appealing against it.
  - c. The Appellant undoubtedly has a legal interest in the decision at stake.
  - d. The fact that the Election has already been carried out does not mean that the Appellant lost his legal interest in the outcome of the case. On the contrary, the Appellant's interest in being granted his motions for relief is two-fold:
    - (i) First, a decision from the CAS acknowledging the validity of the Appellant's candidacy "*could not but lead IFA to reschedule valid elections in due course*". The IFA could not "*knowingly disregard a valid candidacy*", as this would violate the whole electoral system in place under the IFA Statutes and the Electoral Code.
    - (ii) Second, the Appellant needs such a ruling, since on 10 July 2018 he filed (together with 10 other Appellants in CAS 2018/A/5824) an appeal against the results of the Election, on the specific ground *inter alia* that his candidacy was unlawfully excluded.
  - e. Consequently, even if the present proceedings could not affect the Election that had taken place on 31 May 2018, a ruling in the Appellant's favour would "*still be crucial for the Appellant to pursue the other case pending before CAS*".
  - f. Moreover, the Appellant had a clear interest in obtaining a decision "*finding the abuse and the persecutory and accusatory spirit of a decision that affected his reputation and was basically aimed to have just one candidate for the IFA Presidency*".
  - g. Finally, in relation to the IFA's submission that any relief obtained by the Appellant would be useless, by virtue of the disciplinary ban recently handed down against him, the IFA had exercised its disciplinary power in an attempt to deprive the Appellant of any possibility to successfully reach his goal, namely to "*democratically compete for the presidency in the IFA elections*". The disciplinary charges were unfounded and, in any

event: (i) the disciplinary decision had not yet become final and binding; and (ii) the Appellant intended to appeal this unfounded and irregular decision before the CAS.

### C. Merits

128. With regard to the merits of the dispute, the Appellant's submissions can be summarised as follows:

- a. The Appellant contests the EAC decision primarily on the basis that:
  - i. The EAC undertook a *de novo* review of the merits of the EC decision without having the power to do so. The Appellant was not granted an oral hearing and the EAC did not limit the scope of its review to the grounds of the Appellant's appeal, thus infringing his right of defence and right to be heard.
  - ii. The EAC decision was signed by a "*non-member*" of the EAC.
  - iii. The EAC's argument that it lacked jurisdiction hinged "*on the groundless assumption that the Appellant is only a natural person not linked to IFA who, consequently, cannot be eligible as candidate in the upcoming elections*".
  - iv. The EAC erred in finding that only Al-Zawra'a could appeal the EC decision. The Appellant's personal rights were affected and he had standing to bring an appeal.
  - v. The EC had been illegally constituted and not independent.
  - vi. The Appellant fulfilled all the relevant requirements for his candidacy to be accepted pursuant to the applicable rules. In particular, he had the relevant work experience and the required nomination letters pursuant to Article 33(2) of the IFA Statutes.

129. With regard to the merits of the dispute, the IFA's submissions can be summarised as follows:

- a. The Appellant left Iraq in 1994 and returned only on the eve of the IFA accepting nominations for the Election.
- b. The Appellant's appeal to the EAC was not rejected on the merits. It was dismissed for lack of jurisdiction and standing. Insofar as the EAC expressed its opinion on the merits, this was "*only for dialectical purposes*".
- c. The Appellant appealed the EC decision in his capacity as a natural person, not in his capacity as a nominee of Al-Zawra'a. The Appellant, acting alone, has no standing to appeal the EC decision to the EAC as he only has the right to intervene as a third party in the event that Al-Zawra'a submits an appeal.

- d. The Appellant did not sign any document or form submitting himself to the Statutes and regulations of the IFA.
- e. The EAC decision did not affect the Appellant's personal rights because he does not have any rights at stake.
- f. Neither Al-Zawra'a, nor the Appellant in his capacity as the nominee of Al-Zawra'a, appealed the EC decision.
- g. In accordance with Articles 12(1), 33(2) and 33(4) of the IFA Statutes, candidates standing for election as IFA President must fulfill several prerequisites. These criteria are cumulative and therefore failing any one of these leads to disqualification. In the case of the Appellant, he satisfied three prerequisites but failed five. The five unfulfilled prerequisites are that:
  - i. He must have been active in football.
  - ii. He must have no less than five years' experience in the administrative aspects of association football, of which at least three years must be within the ten years immediately preceding the Election.
  - iii. He must be nominated by an IFA member and proposed or seconded by three members, provided the latter do not provide a declaration of support to another candidate.
  - iv. He must pass the integrity check.
  - v. He must be a member of the Executive Committee or the General Assembly of an IFA member for at least one year before being nominated as a candidate.
- h. The Appellant did not submit proof of his affiliation to one of the members of the IFA. Al-Zawra'a, which allegedly nominated the Appellant for the Election, filed a Club License listing the members of its general assembly. This document did not list the Appellant as a member of the General Assembly of Al-Zawra'a.

**D. Requests for relief**

130. As to the Appellant's motions for relief, paragraph 76 of the Appeal Brief requests the CAS to:

- “(iii) Uphold the appeal and set aside the Appealed Decision by declaring the regularity and validity of the Appellant’s candidacy for the IFA Presidency election; and*
- (iv) Order Respondent to bear the costs of the present proceedings and to contribute to the Appellant’s legal expenses”.*

131. The IFA's request for relief is set out in paragraph 373 of the Answer as follows:

*“IFA respectfully requests the Court of Arbitration for Sport to issue an award:*

- 1) holding that it has no jurisdiction to bear the present appeal;*
- 2) declaring the present appeal inadmissible;*
- 3) confirming the decision under appeal;*
- 4) rejecting the appeal; and*
- 5) for the effect of the above, condemn the Appellant have to bear any and all the cost of the present arbitrations, as well as to pay to the Respondent any and all costs and expenses incurred in connection of this procedure, including – without limitation – legal fee, expenses and any eventual further costs”.*

## V. JURISDICTION

132. The CAS does not have an unfettered right to determine appeals against a decision taken by a sports federation, or by a particular body within such a federation. Article R47 of the Code provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.*

*An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned”.*

133. The provisions of the IFA Statutes relied upon by the parties are as follows:

### ***“Article 26 Elections***

*[...]*

- 2. Elections of the IFA, Members of IFA and of members of Members of IFA shall be conducted in accordance with the Electoral Code of IFA.*

*[...]*

### ***Article 60 Appeal Committee***

*[...]*

- 3. Decisions pronounced by the Appeal Committee may only be appealed to the Court of Arbitration for Sport in Lausanne, Switzerland, or to a national, independent Arbitration Tribunal in accordance with the provisions in these Statutes.*

*[...]*

**Article 62 Arbitration**

1. *Disputes in the Association or disputes affecting Leagues, members of Leagues, Clubs, members of Clubs, Players, Officials and other Association Officials shall not be submitted to Ordinary Courts, unless the FIFA regulations, these Statutes or binding legal provisions specifically provide for or stipulate recourse to Ordinary Courts.*
2. *Such disputes as specified in par. 1 shall be taken to an independent Arbitration Tribunal recognised by IFA or AFC, or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.*

**Article 63 Jurisdiction**

1. *Recourse may only be made to an Arbitration Tribunal in accordance with art. 62 once all internal channels of IFA have been exhausted.*
2. *IFA shall have jurisdiction on internal national disputes, i.e. disputes between parties belonging to IFA. FIFA shall have jurisdiction on international disputes, i.e. disputes between parties belonging to different Associations and/or Confederations.*

**Article 64 Court of Arbitration for Sport**

1. *In accordance with the relevant provisions of the FIFA Statutes, any appeal against a final and binding decision passed by FIFA, AFC, or the Leagues shall be heard by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, unless another Arbitration Tribunal has jurisdiction in accordance with art. 62. CAS shall not, however, hear appeals on violations of the Laws of the Game, and suspensions of up to four matches or up to three months (with the exception of doping decisions).*
2. *IFA shall ensure its full compliance and that of all those subject to its jurisdiction with any final decision passed by a FIFA body, by an AFC body, by the Arbitration Tribunal recognised by IFA or by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland”.*

134. The parties also rely on certain provisions of the Electoral Code. Article 1(1) states:

- a. In Appellant’s version: *“The provisions of these rules shall apply and organize the elections of bodies and committees of Iraq Football Association. These rules shall comply with the laws and regulations of the FIFA, AFC and IFA”.*
- b. In the IFA’s version: *“This code (“Code”) is applicable to all elections of the bodies of the IFA. It shall comply with the applicable statutes and regulations of IFA, AFC and FIFA”.*

135. Article 12(4) of the Electoral Code provides:

- a. In the Appellant’s version: *“The decisions of the appeal committee shall be binding and non-appealable”.*
- b. In the IFA’s version: *“The decisions of the election appeal committee are final and binding and not subject to appeal”.*

## A. Conclusion on the issue of jurisdiction

136. On 30 May 2018, prior to the appointment of the Sole Arbitrator, the President of the Appeals Arbitration Division of the CAS issued a decision in respect of the Appellant's request for provisional measures. In that decision, the President of the Appeals Arbitration Division found that the CAS has *prima facie* jurisdiction, but that this was without prejudice to the final decision to be made by the Sole Arbitrator in the present Award. Accordingly, it is now the duty of the Sole Arbitrator to come to a final determination on the question of jurisdiction by reference to all of the written and oral submissions of the parties.
137. By operation of Article 62 of the IFA Statutes, "*Disputes in the Association or disputes affecting Leagues, members of Leagues, Clubs, members of Clubs, Players, Officials and other Association Officials...*":
- a. Shall not be submitted to "*Ordinary Courts*" unless this is expressly permitted in the IFA Statutes, regulations or a binding legal provision; and
  - b. Shall be "*taken to an independent Arbitration Tribunal recognised by IFA or AFC, or to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland*".
138. The term "*Ordinary Courts*" is defined in the IFA Statutes as: "*state courts which bear public and private legal disputes*". There is nothing in the IFA Statutes, the Electoral Code or in any other binding instrument that expressly permits this dispute to be submitted to the domestic courts in Iraq. It follows that if this appeal falls within the ambit of Article 62(1), there is mandatory jurisdiction in favour of "*an independent Arbitration Tribunal*" which includes the CAS.
139. Applying normal rules of interpretation – in accordance with the ordinary meaning of the terms used in Article 62(1) – there is no reason why the words "*Disputes in the Association*" fall to be interpreted narrowly. The use of the disjunctive term "*or*" immediately following the words "*Disputes in the Association*" indicates that this category of dispute is to be treated as distinct from those that follow (*i.e.* "*disputes affecting Leagues, members of Leagues, Clubs, members of Clubs, Players, Officials and other Association Officials...*").
140. This dispute concerns a decision adopted by an IFA body (the EAC). It relates to an individual seeking election as President of the IFA Executive Committee. It is, in the view of the Sole Arbitrator, properly to be interpreted as a dispute "*in the Association*" within the meaning of Article 62(1).
141. The IFA relies on various provisions of the IFA Statutes and the Electoral Code to argue that the Sole Arbitrator has no jurisdiction over this appeal. In the view of the Sole Arbitrator, none of these arguments are persuasive:
- a. First, the Sole Arbitrator is unable to accept the IFA's submission that Article 12(4) of the Electoral Code precludes appeal against EAC decisions to the CAS. Article 1(1) of that instrument – both in the Appellant's and the Respondent's version – states that the Electoral Code "*shall comply*" with the terms of the IFA Statutes. For the purposes of CAS jurisdiction, insofar as there may be a perceived conflict between the

terms of the Electoral Code and the IFA Statutes, it is the IFA Statutes that prevail. It follows that Article 12(4), which in the Respondent's version states that EAC decisions are "*final and binding and not subject to appeal*", has application only insofar as *internal* IFA dispute resolution mechanisms are concerned. This provision does not preclude appeal to the CAS by virtue of Article 62(1) of the IFA Statutes. The IFA Statutes and the Electoral Code are separate instruments. The jurisdiction of CAS derives from the IFA Statutes, not the Electoral Code. Nor can it be said that the Electoral Code is *lex specialis* insofar as the jurisdiction of CAS is concerned. Articles 62 to 64 of the IFA Statutes deal expressly with the conditions governing recourse to CAS arbitration.

- b. Second, the IFA is not assisted by Article 26(2) of the IFA Statutes, which provides that elections "*shall be conducted in accordance with the Electoral Code of IFA*". On its face, this provision imposes an obligation on the IFA to comply with the terms of the Electoral Code; it does not – as the IFA argues – elevate the Electoral Code to the same hierarchical level as the IFA Statutes. As explained immediately above, Article 1(1) of the Electoral Code makes clear that the IFA Statutes has a greater authority and take precedence.
  - c. Third, Article 60(3) of the IFA Statutes enables decisions of the IFA Appeal Committee to be appealed to the CAS. It says nothing about any appeal against a decision of the EAC.
  - d. Fourth, as to Article 63 of the IFA Statutes, paragraph 1 imposes a requirement to exhaust internal IFA remedies, which incidentally is also a requirement of Article R47 of the Code. It is not in dispute that the Appellant has met this requirement. Paragraph 2 of Article 63 draws a distinction between "*national disputes*" which fall within the purview of the IFA and "*international disputes*" which fall to be resolved by FIFA. That paragraph cannot possibly entail the exclusion of all "*national disputes*" from the jurisdiction of CAS. Such an interpretation would mean that no dispute arising within the IFA would be appealable to CAS (*i.e.* "*disputes between parties belonging to IFA*"). It follows that Article 63(2) merely specifies the nature of disputes that may be resolved within IFA (as opposed to resolved under the auspices FIFA) without prejudice to the "*national disputes*" that may be further appealed to the CAS under the terms of Article 62(1).
  - e. Finally, in relation to Article 64(1) of the IFA Statutes, this provides for CAS jurisdiction in relation to a separate category of disputes (decisions passed by FIFA, the AFC, or the Leagues). It does not encompass the present dispute.
142. The Respondent also argues that there is no binding arbitration agreement between the IFA and the Appellant on the basis that:
- a. The Appellant has not submitted himself to the rules of the IFA in that the rules and bylaws of Al-Zawra'a do not incorporate the IFA Statutes or regulations.

- b. The mere fact of being a candidate for the Election does not establish a contractual relationship between the Appellant and the IFA.
  - c. The Appellant's disciplinary proceedings do not have the effect of binding him to IFA rules insofar as the jurisdiction of CAS is concerned.
143. The Sole Arbitrator concludes, on the basis of the evidence before him and the submissions of the parties, that there is a valid arbitration agreement between the IFA and the Appellant. Article 62(1) of the IFA Statutes does not, as the IFA contends, require the existence of a contractual relationship. The Appellant's candidature for the presidency of the IFA Executive Committee, and the subsequent decision of EAC invalidating his candidacy, undoubtedly gives rise to a "*Dispute in the Association*" within the meaning of Article 62(1) in relation to which the CAS has jurisdiction.
144. Having regard to all these considerations, the Sole Arbitrator concludes that the CAS has jurisdiction to resolve the dispute between the parties.

## VI. ADMISSIBILITY

145. Article R49 of the 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties".*

146. Article R51(1) of the Code provides as follows:

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

### A. Conclusion on the issue of admissibility

147. By way of his Appeal Brief filed on 17 May 2018, the Appellant seeks the following request for relief from the CAS:

*“Uphold the appeal and set aside the Appealed Decision by declaring the regularity and validity of the Appellant’s candidacy for the IFA Presidency election”.*

148. On 31 May 2018, the Election went ahead, without the participation of the Appellant. As a result, there was only one candidate for the position of IFA President (Mr Masoud) and that individual was, unsurprisingly, elected for a second term. Despite this fundamental change of circumstances – and notwithstanding the IFA’s submission on 24 June 2018 that *“the relief sought by the Appellant is of no use to him”* – the Appellant did not file any request to supplement or amend his request for relief (see in particular paragraphs 47(b), 52(c) and 53 above). It follows that on 3 July 2018, the CAS Court Office informed the parties that the Appellant’s request for relief remained as set out in the Appeal Brief (see paragraphs 52(a) and 130 above).
149. Shortly thereafter, on 10 July 2018, the Appellant – along with ten others – filed a separate appeal (CAS 2018/A/5824) challenging the results of the Election and expressly requesting that the CAS *inter alia*: (i) declare the irregularity of the electoral process; (ii) invalidate the results of the Election; and (iii) order the IFA to reschedule an election in due course. In the Award relating to those separate proceedings, the Sole Arbitrator upheld the Appellants’ appeal and ruled *inter alia* that: (i) the Election is invalid, null and void; and (ii) the IFA is required to organise a new election of the whole Executive Committee as rapidly as possible in conformance with the IFA Statutes, the Electoral Code and all other applicable rules and regulations.
150. The Appellant argues that his interest in being granted the relief he seeks in these proceedings is that:
- a. It would lead the IFA to reschedule a valid election in due course.
  - b. A ruling in these proceedings that his candidacy is valid is crucial for the purposes of pursuing his appeal in the separate procedure CAS 2018/A/5824, including *“finding the abuse and the persecutory and accusatory spirit of a decision that affected his reputation and was basically aimed to have just one candidate for the IFA Presidency”*.
  - c. The IFA has imposed an *“unfounded”* disciplinary ban for the purposes of preventing the Appellant from becoming President of the IFA Executive Committee.
151. However, none of these arguments are properly made out for the following reasons:
- a. First, the Sole Arbitrator’s Award in the separate case CAS 2018/A/5824, in which the Appellant is also a party, has determined that the IFA is required to reschedule an election as rapidly as possible. Any findings in this case as to the Appellant’s candidacy would be superfluous insofar as causing the IFA to reschedule an election is concerned.
  - b. Second, during the course of the separate proceedings in CAS 2018/A/5824, it was not necessary – indeed nor was it possible – for the Sole Arbitrator to make a determination on the validity of the Appellant’s candidature in order to reach the

conclusion he did. The evidence relating to the Appellant's candidature was primarily filed in these proceedings, and could not be treated as having been tendered in those other proceedings. The evidence in this case is not part of the case file in CAS 2018/A/5824. In this regard, the Sole Arbitrator notes that on 16 July 2018, shortly after filing his Statement of Appeal in CAS 2018/A/5824, the Appellant expressed the view that "*the parties and the subject matter of the cases are different*". It is not open to the Sole Arbitrator to make a determination in a case on the basis of evidence filed in a separate proceeding. In any event, matters relating to the conduct of IFA officials, employees and consultants have been addressed in CAS 2018/A/5824 insofar as those matters were alleged by the Appellants in that case.

- c. Third, the Appellant's disciplinary proceedings are the subject of yet another procedure: CAS 2018/A/5876. For the same reasons as explained immediately above, this appeal is entirely separate to those proceedings.
152. As a result of the Election going ahead without the Appellant, combined with the Sole Arbitrator's Award in CAS 2018/A/5824, the Appellant's appeal in the present procedure has in effect become moot. In relation to the Election of 31 May 2018, this has been declared invalid, null and void by way of a separate Award. For the reasons explained above, it would not serve any useful purpose for the Sole Arbitrator to make a determination in these proceedings, more than one year after the fact, on the validity of the Appellant's candidature in relation to that Election.
  153. In relation to future elections of the IFA, the Appellant would in any event be required to submit his candidature anew in accordance with the provisions of the IFA Statutes and the Electoral Code. The present Award could not bind the IFA, nor any other person or body, in relation to the future candidacy of the Appellant.
  154. It follows from the above that this appeal must be dismissed on the basis that it is inadmissible.
  155. As a result of the inadmissibility of this procedure, it is not necessary for the Sole Arbitrator to determine whether the Appellant's additional submissions of 8 August 2018 – which relate to the merits of this dispute – should be admitted to the case file on the basis of exceptional circumstances within the meaning of Article R56 of the Code.
  156. By way of conclusion, the Sole Arbitrator feels bound to make two final observations, as *obiter dicta*. First, he takes note of the oral evidence of Mr Hassoon (a former member of the EC) at the hearing that was common to the three procedures. In his evidence, Mr Hassoon stated that: (i) he found a violation with regard to the nomination file of the candidate who would go on to be elected President of the IFA Executive Committee for a second term (Mr Masoud); and (ii) in his view the Appellant met all of the requirements to stand as a candidate for President of the IFA Executive Committee. For the reasons explained in paragraphs 147-154 above, these are not matters in relation to which the Sole Arbitrator can make any formal determinations in this case. However, he is bound to observe that Mr Hassoon's testimony was compelling and persuasive, and it underscored the need for the IFA to ensure that all future elections are carried out in full and scrupulous adherence to the requirements of the

IFA Statutes and Electoral Code, in particular with regard to the fullest respect for the conditions in which a candidacy for election is to be determined.

157. Second, throughout the three procedures the Appellant and the IFA made submissions and observations relating to various criminal proceedings and investigations in Iraq, including one pertaining to a sum of money donated to the IFA in 2012. These submissions and observations have not been addressed in this Award because they are not relevant to the subject matter of the Appellant's appeal. For the avoidance of doubt, the Sole Arbitrator expresses no view on the propriety or merits of any criminal proceedings that have been held in Iraq or elsewhere, and which might in some way be alleged to be connected to matters before the CAS. Matters of criminal liability do not fall within the scope of the Sole Arbitrator's review.

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal of Adnan Darjal Motar Al-Robiye against the decision of Iraq Football Association Election Appeal Committee dated 15 April 2018 is inadmissible.
2. (...).
3. (...).
4. All further requests for relief are dismissed.