



Arbitration CAS 2018/A/5751 New Stars de Douala v. Deportivo Niefang, Fédération de Football de Guinée Equatoriale (FEGUIFUT) & Confédération Africaine de Football (CAF), award of 11 January 2019

Panel: Mr José Juan Pintó (Spain), President; Prof. Ulrich Haas (Germany); Mr Olivier Carrard (Switzerland)

Football

Transfer of minor players and competence to deal with the dispute

Breach of the rules applicable for the registration of minors

CAF's failure regarding its competence to deal with any litigation resulting from TMS registrations

Failure to substantiate the existence and quantification of damages

- 1.** The lack of registration of minor players in a national association cannot be considered equivalent to the International Transfer Certificate (ITC) in favor of another national association. Therefore, any consideration in this respect set in a decision taken by a football confederation challenged before the CAS is against the rules for the registration of minors. Indeed, according to article 19.3 of the FIFA Regulations on the Status and Transfer of Players (RSTP), every international transfer and every first registration of a minor player is subject to the approval of the subcommittee appointed by the FIFA Players' Status Committee and such approval shall be obtained prior to any request from an association for an ITC and/or a first registration of a minor.
- 2.** According to Article 2(e) of the CAF Statutes, the CAF shall *“manage all forms of football by means of adopting and implementing the necessary or appropriate measures to prevent any infringements of the Statutes, Rules and Regulations as well as any decisions or directives of FIFA and CAF; ...”*. In this regard, the CAF is competent to deal with a case related to the transfer and registration of minor players. The scope of Article 2(e) of the CAF Statutes rule is general and wide. Thus, the CAF (i) by not being able to confirm whether the players' registration was in compliance with the FIFA Regulations (moreover when they were minors) and (ii) by simply trying to transfer the case to FIFA, has failed to implement the necessary or appropriate measures to prevent potential infringements of the FIFA regulations.
- 3.** Damages cannot be granted for the mere fact that a breach or an infringement takes place. In this respect, article 42.1 of the Swiss Code of Obligations expressly stipulates that *“A person claiming damages must prove that loss or damage occurred”*. In addition, CAS jurisprudence has expressly confirmed that compensations cannot be granted on the basis of apparent damages that have not been proven and that the party claiming for the damages shall prove not only their existence but also their quantification.

I. PARTIES

1. New Stars de Douala (hereinafter, “New Stars” or the “Appellant”) is a professional football team whose headquarters are located in Douala, Cameroon. It is a member of the *Fédération Camerounaise de Football* (hereinafter, the “FECAFOOT”), which in turn is affiliated with the *Confédération Africaine de Football*.
2. Deportivo de Niefang (hereinafter, “Deportivo” or the “First Respondent”) is a professional football team whose headquarters are located in Bata, Equatorial Guinea and is affiliated with the *Fédération de Football de Guinée Equatoriale*.
3. The Fédération de Football de Guinée Equatoriale (hereinafter, the “FEGUIFUT” or the “Second Respondent”) is an association with its registered office in Malabo, Equatorial Guinea. The FEGUIFUT governs football within the Equatorial Guinean territory and is affiliated to the *Confédération Africaine de Football*.
4. The Confédération Africaine de Football (hereinafter, the “CAF” or the “Third Respondent”) is an association with its registered office in Cairo, Egypt. The CAF governs football within the African continent and exercises regulatory, supervisory and disciplinary functions over the national associations, clubs, officials and players in Africa.

II. FACTUAL BACKGROUND AND PROCEEDINGS BEFORE THE CAF BODIES

5. A summary of the most relevant facts and the background giving rise to the present dispute will be developed based on the parties’ written submissions, the evidence filed with such submissions, and the statements made by the parties and the evidence taken at the hearing held in the present case. Additional facts may be set out, where relevant, in connection with the legal discussion which follows. The Panel refers in the present Award only to the submissions and evidence it considers necessary to explain its reasoning. The Panel, however, has considered all the factual allegations, legal arguments, and evidence submitted by the parties during the present proceedings.
6. In November 2017, the FEGUIFUT requested that the FECAFOOT “release” the Cameroonian players Y. and G. (hereinafter, the “Players”) so that they could join Deportivo.
7. On 15 December 2017, the FECAFOOT informed the FEGUIFUT that these Players were not registered with the FECAFOOT:

*“Nous accusons réception de votre courrier du 30 Novembre 2017, par lequel vous avez sollicité la **libération du joueur G. [Y.] né le 14 SEPTEMBRE 2000 [25 NOVEMBRE 2000].***

Y faisant suite, nous avons l’honneur de vous informer qu’en dépit d’une étude bienveillante de votre requête, il ne nous a pas été possible de vous délivrer le document que vous avez sollicité.

En effet, il ressort des données actuelles de notre système de licence que Monsieur G. [Y.] n’a jamais été enregistré pour le compte d’un club affilié à la Fédération Camerounaise de Football (FECAFOOT)”.

Which can be freely translated into English as follows:

“We acknowledge receipt of your letter of 30 November 2017, in which you requested the release of the player G. [Y.], born on 14 September 2000 [25 NOVEMBER 2000].

Following your request, we have the honor to inform you that despite an exhaustive study, it has not been possible for us to issue the document that you have requested.

Indeed, it appears from the current data of our license system that, Mr. G. [Y.] has never been registered with a club affiliated to the FECAFOOT”.

8. In January 2018, the Players were registered with the FEGUIFUT and with Deportivo, apparently without a formal transfer or registration in the FIFA Transfer Matching System (hereinafter, the “TMS”).
9. According to the Cameroonian passports of the Players, both of them were minors when they joined Deportivo:
 - (i) Y. was born on 25 November 2000 in Douala, Cameroon.
 - (ii) G. was born on 14 September 2000 in Douala, Cameroon

Apparently, no authorization from FIFA was requested or obtained for the registration of these minor Players.

10. On 10 February 2018, New Stars and Deportivo played a first-leg match (hereinafter, the “Match”) within the preliminary stage of the CAF Confederation Cup (hereinafter, the “Competition”).

Before the Match, New Stars protested against the eligibility of the Players and claimed (i) identity fraud of the Players, (ii) the lack of an International Transfer Certificate (“ITC”) for the transfer of the Players and (iii) the lack of FIFA’s authorisation for the registration/transfer of the minor Players.

The Match’s final score was New Stars (2) – (1) Deportivo.

11. On 12 February 2018, New Stars formally filed its protest before the CAF requesting the disqualification of Deportivo from the Competition, alleging, *inter alia*, the following:
 - (i) Identity fraud of the Players: according to the Appellant, the real name of Y. is J. (born on 24 June 1993, holder of the Cameroonian ID card N° 108949190, and with FECAFOOT license N° 930624007) and the real name of G. is A. (born on 24 February 1991, holder of Cameroonian ID card N° 119394134 and with FECAFOOT license N° 1109102240012).
 - (ii) Lack of ITC for the Players’ transfers: according to the Appellant, it was undisputed that the Players were Cameroonians playing in Equatorial Guinea and that neither the FEGUIFUT nor Deportivo managed or obtained the corresponding ITC for the transfer of the Players. The Appellant alleged that the FECAFOOT did not issue any

ITC because the Players were not registered under the provided names when the FEGUIFUT requested their “release”.

- (iii) The Appellant also stated that, in any case and according to the Players’ passports, they were minors and pursuant to the FIFA regulations, any first registration of a minor in a foreign country shall be authorized by FIFA; such action was never requested or obtained by the FEGUIFUT or by Deportivo.
12. On 13 February 2018, the CAF requested the Cameroonian passports of the Players from the FECAFOOT and the FEGUIFUT.
13. On 14 February 2018, the CAF informed New Stars that the national passports of the Players sent by the FECAFOOT and the FEGUIFUT were identical and that the information contained therein coincided with the information registered in the CAF Competition Matching System (“CMS”).
14. On 20 February 2018, the second-leg match between Deportivo and New Stars took place. Apparently, New Stars did not protest against the eligibility of the Players in that match. The second-leg match ended 1-0 for Deportivo and with the final aggregate score Deportivo (2) – (2) New Stars, Deportivo passed to the next stage of the Competition.
15. On 26 February 2018, the CAF scheduled the next match of Deportivo corresponding to the 1/16 finals of the Competition.
16. On 27 February 2018, the FECAFOOT requested that the CAF inform of the status of the protest filed by New Stars:

“Nous avons constaté que vous la Commission a programmé le match CAF CC N° 59; DC Motema Pembe vs. Deportivo Niefang.

Notre affilié, New Stars de Douala a pourtant fait des réserves de qualification ont été faites lors du match précédent.

Nous prions de nous notifier la suite qui a été réservée auxdites réserves afin que nous puissions informer notre affilié”.

Which can be freely translated into English as follows:

“We have found that the Commission has scheduled the match CAF CC N°59;DC Motema Pembe vs. Deportivo Niefang.

However, our affiliate, New Stars de Doula, has filed qualification protests in the previous match.

We kindly ask you to notify us what happened to the mentioned protests in order to inform our affiliate”.

17. On the same day, 27 February 2018, the CAF answered the FECAFOOT by email and made reference to the CAF communication of 14 February 2018 in the following terms:

“Nous vous envoyons en pièce jointe le mail qui a été adressé à vous et à votre fédération envoyé le 14 de Février 2018.

*Dans lequel nous vous informons que les copies des passeports que vous avez envoyé pour les deux joueurs sont identiques à ceux que la fédération de la guinée Equatorial a aussi envoyé. **Cela veut dire que les noms des joueurs ainsi que leurs dates de naissance correspondent exactement aux noms et dates insérer sur le système CMS de la CAF***.

Which can be freely translated into English as follows:

*“We attach the email that was sent to you and your federation on 14 February 2018, in which we inform you that the copies of the passports that you sent for both players are identical to those also sent by the Guinea Equatorial Federation. **This means that the names of the players and their dates of birth correspond exactly to the names and dates entered in the CAF CMS system**”.*

18. On 28 February 2018, the FECAFOOT requested a formal notification of the decision to New Stars’ protest:

“Objet: Notification de la décision sur les réserves de qualification formulées par New Stars de Douala à l’encontre de deux joueurs de Deportivo de Niefang pour fraude sur l’identité et défaut de présentation de Certificat International de Transfert.

(...)

Nous avons l’honneur de vous faire tenir ci-joint, la correspondance de notre affilié New Stars de Douala par laquelle, il sollicite la notification de la décision de la Commission Inter clubs de la CAF sur l’affaire cité en objet, afin de saisir la Commission d’Appel de la CAF.

Notre affilié sollicite également le report du match DC-Motema - Deportivo de Niefang jusqu’à l’aboutissement de ce contentieux à la Commission Inter clubs.

Il convient toutefois de relever notre surprise de voir la CAF autoriser deux joueurs mineurs étrangers (moins de 18 ans) à prendre part pour une fédération autre que la leur aux compétitions réservés aux seniors, sans certificat international de transfert et en l’absence de la décision préalable du Juge unique de la Commission du Statut du joueur de la FIFA”.

Which can be freely translated into English as follows:

“Object: Notification of the decision regarding the qualification protests filed by New Stars de Douala against two players of Deportivo de Niefang for fraud of their identity and failure to submit their International Transfer Certificate.

(...)

We have the honor of attaching the correspondence of our affiliate New Stars de Douala in which it requests the notification of the decision of the CAF Interclub Commission on the aforementioned matter in order to lodge an appeal before the CAF Appeal Board.

Our affiliate also requests from the Interclub Commission the postponement of the match DC Motema-Deportivo de Niefang until the outcome of this dispute.

However, it should be noted that we are surprised to see the CAF authorizing two minor foreign players (under 18 years old) to take part in a federation other than their

own in competitions reserved for adults without an international transfer certificate and without a prior decision issued by the FIFA Players' Status Committee".

19. Furthermore, a New Stars' communication was attached to the aforementioned FECAFOOT letter, which reads as follows:

"En effet, à notre grande surprise nous avons reçu ce jour en copie, un courriel de Monsieur Ismail Wally de la CAF qui semble dire que son courriel du 14 de février 2018 vaut décision et notification de la Commission Interclubs de la CAF dans le cadre de cette affaire, au motif que les passeports des deux joueurs sont ceux enregistrés sur le système CMS de la CAF.

A notre analyse et à titre de rappel, notre réclamation portait sur deux points à savoir:

- 1. Que les joueurs Y. né le 25 novembre 2000 et G. né le 14 septembre 2000 ont fraudé sur leur identité, ils sont respectivement connus sous les noms de J., né le 24 juin 1993 et A., né le 24 février 1991.*
- 2. Que les joueurs J. (...) et A. (...) quelque soit leur appellation n'ont pas obtenu de Certificat International de Transfert.*

Qu'au surplus sous leurs noms Y. né le 25 novembre 2000 et G. né 14 septembre 2000, les deux joueurs sont mineurs au sens de la FIFA et ne peuvent faire l'objet d'un transfert sans la décision du juge unique de la commission du statut du joueur de la FIFA".

Which can be freely translated into English as follows:

"To our great surprise, we have received (...) an email from Mr. Ismail Wally of the CAF who seems to state that his email of February 14, 2018 was worth a decision and notification of the CAF Interclub Commission in the context of this case, on the grounds that the passports of the players are the same as those registered on the CAF CMS System.

In our analysis and as a reminder, our protests were related to two points:

- 1. That the players Y. born on 25 November 2000 and G. born on 14 September 2000, have forged their identity and they are respectively known as J., born on 24 June 1993 and A. born on 24 February 1991.*
- 2. That the players J. (...) and A. (...), whatever their names are, have not obtained the International Transfer Certificate.*

Moreover, (...) Y. born on 25 November 2000 and G. born on 14 September 2000, are minors according to FIFA and they could not be transferred without the Single Judge's of the Players' Statues Committee decision".

20. On 1 March 2018, the CAF answered the FECAFOOT and New Stars as follows:

"Nous faisons référence à vos deux lettres ci-jointes datées le 15 Décembre 2017 dans lesquelles vous avez mentionné que les deux joueurs en question à savoir: Y. & G. n'ont été jamais enregistrés pour le compte d'un club affilié à la FECAFOOT.

Par conséquent, les joueurs sont éligibles à participer avec leur club Deportivo Niefang".

Which can be freely translated into English as follows:

"We refer to your two attached letters dated 15 December 2017 in which you mentioned that the two players in question namely: Y. and G. have never been registered with a club affiliated to the FECAFOOT.

***Therefore, the players are eligible to participate with their club Deportivo Niefang**".*

21. On 2 March 2018, the FECAFOOT insisted on the ineligibility of the Players alleging the lack of ITC and the absence of any FIFA authorization for the registration of the minor Players.

22. On 4 March 2018, the CAF answered as follows:

"Nous faisons référence à votre lettre datée le 2 Mars 2018 relative au suivi de la réserve présentée par votre club New Stars de Douala concernant la qualification des deux joueurs mentionnés en objet.

Veuillez noter qu'à ce stade nous n'avons reçu aucune preuve de votre part quant aux identités alternatives des joueurs concernés, et à ce titre nous ne pouvons pas aller plus loin.

A ce niveau, les joueurs sont correctement enregistrés selon nos registres, jusqu'à preuve des informations contraires".

Which can be freely translated into English as follows:

"We refer to your letter dated 2 March 2018 regarding the follow-up of the protests filed by your club New Stars de Douala concerning the qualification of the two mentioned players.

Please note that at this stage we have not received any evidence of the alternative identities of the players from your side, and as such we cannot go further.

At this level, the players are correctly registered according to our registration system until evidence of the contrary".

23. On 6 March 2018, Deportivo played its corresponding match of the 1/16 finals of the Competition.

24. On 7 March 2018, the FECAFOOT insisted that the transfers of minors be forbidden in accordance with the FIFA regulations.

25. On 8 March 2018, the CAF Interclubs Committee (hereinafter, the "Interclubs Committee") issued the following decision (hereinafter, the "First Decision"):

*"Veuillez noter qu'il n'est pas de notre compétence d'interférer dans les litiges qui pourraient résulter des enregistrements sur TMS. Si les parties estiment que les informations fournies concernant lors de ces enregistrements sont incorrectes, fausses ou contreviennent aux règlements, **elles doivent se référer directement à la Commission du Statut du Joueur de la FIFA.***

À ce stade, nous avons reçu la documentation relative aux enregistrements et nous ne pouvons que supposer qu'elle est conforme, car nous n'avons reçu aucun autre élément contraire de la FIFA à cet égard.

En conséquence, si les parties se sentent lésées par notre décision, elles sont libres de saisir la FIFA pour formuler une objection en ce qui concerne l'enregistrement des joueurs mineurs ou des enregistrements incorrects”.

Which can be freely translated into English as follows:

*“Please note that it is not of our jurisdiction to interfere in any litigation that may result from TMS registrations. If the parties believe that the information provided in these registrations is incorrect, false or in violation of the rules, **they should refer directly to the FIFA Status Committee.***

At this point, we have received the documents regarding the registrations and we can only assume that it is consistent, as we have not received any other contrary information from FIFA in this regard.

Accordingly, if the parties feel aggrieved by our decision, they are free to claim before FIFA the registrations of minor players or incorrect registrations”.

26. On 12 March 2018, New Stars appealed the First Decision before the Appeal Board of the CAF (hereinafter, the “Appeal Board”) requesting, *inter alia*, the following:
 - To disqualify Deportivo from the Competition;
 - Once disqualified, Deportivo be replaced by New Stars in the Competition;
 - Alternatively, to sentence the CAF, the FEGUIFUT and Deportivo paying the sum of USD 1,000,000 to New Stars due to the financial, moral and sporting damages.
27. On 3 April 2018, New Stars invited FIFA to intervene in the appeal proceedings before the CAF and to open a disciplinary investigation for the reasons explained above.
28. On 18 April 2018, Deportivo was eliminated from the Competition.
29. On 24 April 2018, the CAF Appeal Board confirmed the First Decision in the following terms (hereinafter, the “Appealed Decision”):

“The Appeal Board (...) reached the conclusion that the case of identity fraud was not proven.

We (...) dismiss the New Stars case based on the failure by Deportivo to obtain the ITC.

We (...) conclude that the decision by the CAF Interclub Committee that it did not have the competence to deal with the complaint made by New Stars is proper”.
30. The considerations of the Appealed Decision were the following:
 - *New Stars filed some documents in order to demonstrate the “other” identity of the Players with the logo of the FECAFOOT in the headline. These documents contained similar names to those in the Players’ passports and different birth dates to those in the Players’ passports. Nevertheless, the FECAFOOT documents are not signed and do not have any FECAFOOT certificate, while it is undisputed that the Players’ passports are authentic.*

- *It is without doubt that the Players have Cameroonian passports and, given that they were playing in Equatorial Guinea, the ITC should have been required. In fact, the FEGUIFUT indeed requested the ITC of the Players from the FECAFOOT and the latter responded that they did not have the registration of the Players. It is likely that the FECAFOOT did not have any registration of the Players because they were minors. Given that the FECAFOOT had no registration of the Players, the ITC was not required.*
- *Any breach of the rules on the international transfer of minor players are to be investigated by the FIFA TMS and subsequently by the FIFA Disciplinary Committee; the CAF Interclub Committee does not have the competence to deal with the complaint of New Stars in this regard.*

31. On 4 May 2018, FIFA answered to the letter of New Stars dated 3 April 2018 and stated that it could not intervene in the CAF proceedings since it was the CAF who had to decide the matter in accordance with its own regulations. However, it also stated that it would investigate the case for any possible violations of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”).

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

32. On 4 May 2018, New Stars filed a Statement of Appeal before the Court of Arbitration for Sport (hereinafter, the “CAS”) against Deportivo, the FEGUIFUT and the CAF in connection with the Decision rendered by the CAF Appeal Board on 24 April 2018. In its Statement of Appeal, New Stars submitted the following requests for relief:

“*Voir:*

- *Infirmer la sentence rendue le 24 Avril 2018 par le Jury d’Appel de la Confédération Africaine de Football (CAF);*
- *Statuer à nouveau;*
- *Condamner DEPORTIVO DE NIEFANG à la perte de match par pénalité;*
- *Condamner le club Deportivo de Niefang, la Fédération de Football de Guinée Equatoriale et la Confédération Africaine de Football au paiement des dommages pour un montant de 1 000 000 dollars USD;*
- *Condamner les mis en cause au paiement des frais d’Arbitrage et des dépens”.*

Which can be freely translated into English as follows:

“(…)

- *To annul the decision of April 24th, 2018 issued by the CAF Appeal Board;*
- *To decide de novo;*
- *To condemn DEPORTIVO DE NIEFANG to lose the match as a penalty;*
- *To condemn Deportivo de Niefang Club, the Equatorial Guinea Football Federation and the African Football Confederation paying damages in the amount of USD 1,000,000;*

- *To order the respondents to pay the arbitration and other cost”.*

33. On 12 May 2018, the Appellant filed its Appeal Brief with the following requests for relief:

“LE CLUB NEWS STARS DE DOUALA DEMANDE QU’IL VOUS PLAISE:

EN LA FORME

Bien vouloir recevoir l’appel interjeté par New Stars de Douala comme fait dans les formes et délais prescrits par le Code de l’Arbitrage en matière de sport.

AU FOND

- 1) *Bien vouloir constater que la décision du Jury d’appel viole systématiquement toutes les règles relatives à la qualification des joueurs mineurs;*
- 2) *Bien vouloir constater qu’en agissant ainsi, le Comité d’Organisation des Compétitions Inter clubs de la CAF a porté préjudice à l’Appelante.*

EVOQUANT ET STATUANT A NOUVEAU

- 1) *Bien vouloir dès lors annuler la sentence du Jury d’Appel de la CAF du 24 avril 2018;*
- 2) *Bien vouloir prononcer en conséquence à l’encontre du club Deportivo de Niefang, la perte de match par pénalité et la disqualification pour la suite de la Coupe de la Confédération de la CAF 2018;*
- 3) *Bien vouloir constater que New Stars de Douala ne peut plus prétendre être réintégrée dans la suite de la compétition;*
- 4) *Bien vouloir par conséquent, condamner la Commission inter club de la CAF, la Fédération de Football de Guinée Equatoriale et le club Deportivo de Niefang à payer solidairement au club New Stars de Douala, pour préjudice financier, moral et sportif, la somme de 1 000 000 (un million) de dollars USD, pour l’avoir empêché de manière frauduleuse d’obtenir ce gain sur le terrain;*
- 5) *Bien vouloir condamner les mis en cause au paiement des frais d’arbitrage et des dépens”*

Which can be freely translated into English as follows:

“NEWS STARS CLUB OF DOUALA REQUESTS THAT YOU PLEASE:

ON THE FORM

To kindly admit the appeal made by New Stars Douala as it is filed in the form and time prescribed by the Code of Sports-related Arbitration.

ON THE CONTENT

- 1) *To declare that the decision of the Appeal Board systematically violates all the rules relating to the qualification of minor players;*
- 2) *To declare that, in consequence, the CAF Inter Club Competition Committee has damaged the Appellant.*

INVOKING AND RULING AGAIN

- 1) *Therefore, to annul the decision of the CAF Appeal Board of 24 April 2018;*

- 2) *To pronounce against the club Deportivo de Niefang, the loss of the match as a penalty and the disqualification from the CAF Confederation Cup 2018;*
 - 3) *To declare that New Stars Douala cannot be reinstated for the rest of the competition;*
 - 4) *Therefore, and in consequence, to sentence the CAF Inter-Club Committee, the Football Federation of Equatorial Guinea and the club Deportivo de Niefang to pay jointly the club New Stars of Douala, the sum of 1,000,000 (one million) USD for the financial, moral and sporting damages, for fraudulently obtaining the win of the match;*
 - 5) *To order the respondents to pay the arbitration costs and expenses”.*
34. On 28 May 2018, the CAS Court Office initiated the present proceedings and, *inter alia*, invited the Respondents to state if they agreed to conduct the proceedings in French as proposed by the Appellant and to file their relevant Answers to the Appeal Brief.
 35. On 3 June 2018, the CAF objected to French being the language of the arbitration and proposed that the proceedings be conducted in English since this was the language of the Appealed Decision.
 36. On 4 June 2018, the CAF objected to the appointment of a Sole Arbitrator to decide the case and proposed to submit it to a Panel of three arbitrators.
 37. On 6 June 2018, considering the Appellant’s insistence to conduct the proceedings in French and the CAF’s objection to it, the issue of the language of the proceedings was submitted to the President of the CAS Appeals Arbitration Division for her decision.
 38. On 8 June 2018, the FEGUIFUT filed some documents that were not related to this case.
 39. On 11 June 2018, pursuant to Article 29 of the Code of Sports-related Arbitration (the “Code”), the President of the Appeals Arbitration Division issued an Order on Language deciding that English be the language of the proceedings. The President of the Appeals Arbitration Division further decided that all submissions and exhibits already filed by the Appellant in French shall only be translated upon request of the Panel.
 40. On the same day, 11 June 2018, the parties were informed, that pursuant to Article R54 of the Code, the President of the Appeals Arbitration Division decided to submit the case to a Panel of three arbitrators.
 41. On 14 June 2018, the FEGUIFUT filed once again some documents unrelated to the matter at stake and the CAS Court Office advised the parties to refrain from filing documents not related to this procedure.
 42. On 19 June 2018, the deadline granted to the CAF for filing its Answer to the Appeal Brief expired.
 43. On 21 June 2018, the deadline granted to Deportivo and FEGUIFUT for filing their Answers to the Appeal Brief expired.

44. On 25 June 2018, the CAS Court Office acknowledged receipt of the CAF's Answer to the Appeal Brief dated 19 June 2018 but sent by email and by courier on 20 June 2018. In view that this Answer appeared to be filed late, the CAS Court Office announced that it would be for the Panel, once constituted, to decide on the admissibility of such Answer. Furthermore, the CAS Court Office noted that the First and Second Respondent did not file an Answer within the granted deadline. Lastly, the CAS Court Office advised the parties that, pursuant to Article R56 of the Code, they were no longer authorized to supplement or amend their requests or their arguments, produce new exhibits, or specify further evidence on which they intended to rely and the parties were invited to inform the CAS Court Office whether they preferred a hearing to be held in this matter.
45. On 27 June 2018, the Appellant stated its preference for holding a hearing.
46. On 2 July 2018, the Third Respondent stated its preference for holding a hearing.
47. On 4 July 2018, the CAS Court Office acknowledged that the First and Second Respondents failed to indicate whether or not they preferred a hearing to be held.
48. On 26 July 2018, the CAS Court Office, on behalf of the President of the CAS Appeals Arbitration Division, informed the parties that the Panel appointed to decide the present case was constituted as follows:

President: Mr. José Juan Pintó Sala, Attorney-at-law in Barcelona, Spain.

Arbitrators: Dr. Ulrich Haas, Professor in Zurich, Switzerland.

Mr. Olivier Carrard, Attorney-at-law in Geneva, Switzerland.
49. On 6 August 2018, the CAS Court Office, on behalf of the Panel, requested that the Appellant provide its position on the admissibility of the Answer from the CAF, within five days.
50. On the same day, the CAS Court Office informed the parties that Mr. Roberto Nájera, attorney-at-law in Barcelona, Spain would assist the Panel as *ad hoc* Clerk.
51. On 7 August 2018, the CAS Court Office advised the parties that, pursuant to Article R57 of the CAS Code, the Panel had decided to hold a hearing.
52. On 9 August 2018, the Appellant stated that the CAF's Answer "*should be deemed as inadmissible as it was submitted late*".
53. On 14 August 2018, the CAS Court Office confirmed, on behalf of the Panel, that a hearing would be held on 16 October 2018.
54. On 20 August 2018, the parties were informed that the Panel had decided to deem the Answer of the Third Respondent inadmissible.
55. On 27 August 2018, the Appellant informed the CAS Court Office that Mr. Gauthier Bouchat,

attorney-at-law in Brussels, Belgium, would represent it in the present proceedings.

56. On 28 August 2018, the CAS Court Office acknowledged receipt of the Appellant's Order of Procedure duly signed by its representative.
57. On 2 September 2018, the Third Respondent informed the CAS Court Office that Mr. Marc Cavaliero and Dr. Jan Kleiner, attorneys-at-law in Zurich, Switzerland would represent it in the present proceedings.
58. On 3 September 2018, the CAS Court Office acknowledged receipt of the Order of Procedure duly signed by the CAF's representative.
59. On 5 September 2018, the CAS Court Office noted that the First and Second Respondents had failed to provide a signed copy of the Order of Procedure within the given deadline.
60. On 18 September 2018, the Panel requested that the CAF provide a copy of the complete case file related to the Appealed Decision.
61. On 3 October 2018, the Appellant requested the suspension of the arbitration proceedings alleging exceptional circumstances as follows:

"On 2 October 2018, TMS Compliance informed our client that "TMS Compliance has completed its investigation and the case has been referred to the FIFA Disciplinary Committee for assessment" (...)The referral to the Disciplinary Committee demonstrates that it exists serious reasons to believe that the Regulations was breached.

In this respect, we would like to recall that our client's argumentation rests upon the fact that the said players were not registered in accordance with the Regulations and were therefore not qualified to take part in the match at stake.

As a consequence, considering that the existence or not of a breach of the Regulations in relation to the registration of the players with Deportivo de Niefang constitutes a fundamental element in order for the CAS to correctly asses the matter, we kindly request the CAS to suspend the proceedings until a decision is rendered by the FIFA Disciplinary Committee. In particular, we would like to draw your attention to the fact that the CAF Appeal Committee had already underlined in the decision under appeal the importance of a decision of the Disciplinary Committee in this respect".

62. On the same day, the Respondents were invited to state their positions regarding the proceedings' suspension requested by the Appellant.
63. On 8 October 2018, the Third Respondent objected to the suspension requested by the Appellant.
64. On 10 October 2018, the CAS Court Office noted that the First and Second Respondents had failed to provide their positions regarding the Appellant's request for suspension of the proceedings within the given deadline. Furthermore, the parties were informed that the Panel had decided to dismiss the Appellant's request for suspension. The reasons of this dismissal are further explained below.

65. The hearing of the present procedure took place in Lausanne, Switzerland, on 16 October 2018. At the hearing, the Appellant was represented by its President, Mr Faustin Domkeu, by the TMS Manager of the FECAFOOT, Mr. Paul Mebizo'o, and by its counsel, Mr. Gauthier Bouchat. No representatives attended on behalf of the First and Second Respondents. The Third Respondent was represented by its Director of Legal Affairs, Mrs. Achta Mahamat Saleh, and by its counsel, Mr. Marc Cavaliero. In addition, Mr. William Sternheimer, Deputy Secretary General to the CAS, and Mr. Roberto Nájera Reyes, *ad hoc* Clerk, assisted the Panel at the hearing.
66. At the outset of the hearing, the Appellant and the Third Respondent confirmed that they had no objections as to the constitution of the Panel and they did not object to the jurisdiction of the CAS.
67. During the hearing, the parties had the opportunity to present their case, to submit their arguments and to comment on the issues and questions raised by the Panel. Moreover, both parties claimed each other to bring new requests for relief and arguments to the hearing in violation to the CAS Code. In accordance with R56 of the Code, the Panel did not take into consideration the parties' new arguments and requests for relief raised at the hearing.
68. Finally, at the end of the hearing, all the parties attending expressly declared that they did not have any objection with respect to the procedure and that their right to be heard had been fully respected.

IV. SUMMARY OF THE PARTIES' SUBMISSIONS

69. The following summary of the parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the parties. The Panel, however, has, for the purposes of the legal analysis which follows, carefully considered all the submissions made by the parties, even if there is no specific reference to those submissions in the following summary.

IV.1. The Appellant (New Stars de Douala)

70. The Appellant's submissions, in essence, may be summarized as follows:

A. *Falsification of the identities of the Players*

71. Article 33 of the CAF Disciplinary Code holds that the burden of proof regarding a disciplinary infringement rests on the CAF and the latter shall assume this responsibility. The CAF has not made any effort to evidence the falsification of the identities of the Players. In none of the CAF procedures is there a simple question addressed to Deportivo, the FEGUIFUT or the Players to at least know their point of view regarding the falsification of their identities.

72. The issue of identity fraud cannot be left unpunished due to the inability of the CAF to provide the necessary evidence to confirm this infringement.

B. *On the absence of the ITC of the Players and the lack of approval of the FIFA Subcommittee for the first registration of the Players*

73. Article V of the Competition Regulations makes it compulsory for any player who changes federation to obtain the ITC in order to be qualified to play in the Competition.

74. It shall be taken into account that the CAF Appeal Board have recognized that the players are minors. In this regard, the international transfer of minor players is governed by the FIFA RSTP and it provides that the ITC must be obtained with previous approval of the FIFA Subcommittee. Furthermore, according to article 19 (3) of the FIFA RSTP, this same condition (i.e. the approval of the FIFA Subcommittee) applies in the case of the first registration of the minor in a country of which he is not a national.

Therefore, the Players, who allegedly were not registered in the FECAFOOT, had to be registered for the first time in the FEGUIFUT with the previous approval of the FIFA Subcommittee. This has not been the case since no approval of FIFA took place.

75. Both the FEGUIFUT and the CAF Interclubs Committee, prior to any registration of a Player in the Competition, should have ensured and guaranteed that the relevant authorization from FIFA was obtained.

76. It is a violation of the FIFA regulations that the CAF Appeal Board concluded that the absence of registration of the players in the FECAFOOT is equivalent to the ITC in favor of the FEGUIFUT.

77. In light of the above, it shall be considered that the Players were not qualified to play the Match and, consequently, the Interclubs Committee had the obligation to declare the Match forfeited against Deportivo and disqualify them from the Competition (Article 150 of the CAF Disciplinary Code).

C. *On the alleged lack of competence of the CAF Interclubs Committee*

78. The Interclubs Committee declared itself incompetent to make a decision regarding the protest filed by New Stars.

79. However, Article 70 of the FIFA Disciplinary Code provides that:

“1. With regard to matches and competitions not organised by FIFA (cf. art. 2), associations, confederations and sports organisations that organise matches for cultural, geographical, historical or other reasons are responsible for enforcing sanctions imposed against infringements committed in their area of jurisdiction. If requested, the sanctions passed may be extended to have worldwide effect (cf. art.136 ff.)”.

80. The provisions of the Competition Regulations should also be taken into account, including Article II (3)(a), which obliges the Interclubs Committee to fix and homologate the matches it organizes. This homologation consisted “à constater que les joueurs concernés n’ont pas présenté de *Certificat International de Transfert* encore moins la *décision du juge de la commission du statut du joueur de la FIFA*”.

81. The CAF stated that FIFA had the exclusive jurisdiction to decide this case. In view of this, New Stars invited FIFA to intervene in the CAF’s appeal procedure and to open a disciplinary procedure for the same cause. FIFA responded that it could not get involved with respect to the homologation of the Match but that it would open a disciplinary investigation.

D. On the maneuver of the Interclubs Committee

82. The facts of the cases should be examined to understand the attitude of the Interclubs Committee.

On 26 February 2018 and without resolving the New Stars’ protest, the Interclubs Committee authorized Deportivo to play on 6 March 2018. It was not until 8 March 2018, at the request of New Stars, that the Interclubs Committee finally issued the First Decision for which it declared itself incompetent, knowing that a sporting solution was no longer feasible. This maneuver had the sole purpose of disqualifying New Stars from the Competition.

83. It should be noted that neither Deportivo nor the FEGUIFUT have intervened in the proceedings. It seems that the Interclubs Committee has acted in complicity with the other Respondents to avoid the manifestation of the truth.

84. Therefore, considering that it is too late for the CAF to reinstate New Stars in the Competition, the Interclubs Committee shall repair the sporting, financial and moral damages voluntarily caused to the Appellant.

IV.2. The First Respondent (Deportivo Niefang)

85. As stated in section III of this Award, Deportivo did not file any written submission or any communication before the CAS Court Office and did not attend the hearing.

IV.3. The Second Respondent (Fédération de Guinée Equatoriale)

86. As stated in section III of this Award, the FEGUIFUT did not file any written submission or any communication before the CAS Court Office and did not attend the hearing.

IV.4 The Third Respondent (CAF)

87. As stated in section III of this Award, the CAF did not file its Answer to the Appeal Brief within the given deadline to do so. Without prejudice of the provisions of Article R56 of the Code, the Third Respondent made a set of allegation at the hearing on the following issues:

- Regarding the alleged falsification of the identities of the Players.
- Regarding the absence of the ITC of the Players and the lack of approval of the FIFA Sub-Committee for the first registration of the Players.
- Regarding the requests made by the Appellant.
- Regarding the damages claimed by the Appellant.

88. However, in accordance with Article R56 of the Code, the Panel did not take into consideration the CAF's arguments and requests for relief raised at the hearing.

V. JURISDICTION

89. 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".

90. The Appellant relied on Article 55 of the CAF Statutes as conferring jurisdiction on the CAS. However, the current version of this Article 55 of the CAF Statutes (2017) is not related to CAS jurisdiction. Instead, the relevant provision is to be found in Article 48 that reads as follows:

"CAF authorises appeals to the Court of Arbitration for Sport; an independent arbitration tribunal based in Lausanne (Switzerland), to resolve any disputes between the CAF, national associations, members, leagues, clubs, players, officials and licensed match agents and licensed player's agents. (...)"

91. The jurisdiction of the CAS was disputed by the Third Respondent in its Answer to the Appeal on the basis that Article 55 of the CAF Statutes invoked by the Appellant in its Appeal Brief to ground CAS jurisdiction does not deal with jurisdiction issues. Apart, the Panel shall point out that the referred argument of the Third Respondent is untenable for the reasons explained in para. 90 above.

92. In consequence, the Panel is convinced of the CAS jurisdiction to rule on this matter since it arises out of Article 48 of the CAF Statutes, in connection with the above-mentioned Article R47 of the Code, and is confirmed by the Appellant's and Third Respondent's signature of the Order of Procedure.

93. Therefore, the Panel holds that the CAS has jurisdiction to rule on this case.

VI. ADMISSIBILITY

94. According to Article R49 of the Code, “[i]n 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 (...)”.
95. The CAF Statutes provide a deadline for an appeal to the CAS in Article 48, para. 3, which reads as follows:
- “Only CAS shall be empowered to adjudicate on appeals against any decisions or disciplinary sanctions taken in the last instance by any legal body of CAF or FIFA, a national association, league, or club. Any appeal must be filed with CAS within ten (10) days following the notification of the decision”.*
96. The grounds of the Appealed Decision were communicated to the Appellant on 24 April 2018, and its Statement of Appeal was filed on 4 May 2018, i.e. within the time limit required both by the CAF Statutes in connection with Article R49 of the Code.
97. Consequently, the Appeal filed by the Appellant is admissible.

VII. OTHER PROCEDURAL ISSUES

98. Article R57 para. 4 of the Code reads as follows:
- “(...) If any of the parties, or any of its witnesses, having been duly summoned, fails to appear, the Panel may nevertheless proceed with the hearing and render an award”.*
99. In the case at stake, Deportivo and the FEGUIFUT were duly summoned to participate in the present proceedings and to attend the hearing. However, as stated in section III above, they neither filed any written submission nor attended the hearing. In light of the aforementioned provision, the Panel nevertheless proceeded with the hearing and proceeds with the issuance of this Award.

VIII. APPLICABLE LAW

100. Article R58 of CAS Code reads as follows:
- “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”.*
101. In addition, Article 48, para. 2 of the CAF Statutes establishes the following:

“The Code of Sports-related Arbitration shall govern the arbitration proceedings. With regard to substance, CAS shall apply the various regulations of CAF and FIFA or, if applicable, of national associations, members leagues and clubs, and, as last resort, Swiss law”.

102. Based on the aforementioned, the Panel finds that it must resolve the present dispute in accordance with the CAF and FIFA Regulations and, subsidiarily, Swiss Law.

IX. MERITS

103. The Panel shall start its reasoning by analyzing the content of the Appellant’s request for relief, which reads as follows:

“LE CLUB NEWS STARS DE DOUALA DEMANDE QU’IL VOUS PLAISE:

(...)

AU FOND

- 1) *Bien vouloir constater que la décision du Jury d’appel viole systématiquement toutes les règles relatives à la qualification des joueurs mineurs;*
- 2) *Bien vouloir constater qu’en agissant ainsi, le Comité d’Organisation des Compétitions Inter clubs de la CAF a porté préjudice à l’Appelante.*

EVOQUANT ET STATUANT A NOUVEAU

- 1) *Bien vouloir dès lors annuler la sentence du Jury d’Appel de la CAF du 24 avril 2018;*
- 2) *Bien vouloir prononcer en conséquence à l’encontre du club Deportivo de Niefang, la perte de match par pénalité et la disqualification pour la suite de la Coupe de la Confédération de la CAF 2018;*
- 3) *Bien vouloir constater que New Stars de Douala ne peut plus prétendre être réintégrée dans la suite de la compétition;*
- 4) *Bien vouloir par conséquent, condamner la Commission inter club de la CAF, la Fédération de Football de Guinée Equatoriale et le club Deportivo de Niefang à payer solidairement au club New Stars de Douala, pour préjudice financier, moral et sportif, la somme de 1 000 000 (un million) de dollars USD, pour l’avoir empêché de manière frauduleuse d’obtenir ce gain sur le terrain;*
- 5) *Bien vouloir condamner les mis en cause au paiement des frais d’arbitrage et des dépens”*

104. The Panel notes from the Appellant’s arguments and requests for relief that it is (1) requesting some declaratory reliefs according to which the CAF wrongly applied the CAF regulations to the detriment of the Appellant and, (2) as a consequence of this detriment, is claiming damages.

A. As for the declaratory relief sought

105. With regard to the requests made under points 1 and 2 in subsection “*Au Fond*” the Appellant argued that the Appeal Board wrongly concluded that (i) “*l’absence d’enregistrement au niveau de la*

Fédération Camerounaise de Football (qui libère le joueur) vaut Certificat International de Transfert au profit de la Fédération de Football de Guinée Equatoriale (qui engage le joueur)” and that (ii) the CAF Interclubs Committee did not have competence to deal with the case brought by the Appellant.

106. The Panel shall understand that the Appellant refers to the following paragraphs of the Appealed Decision which read as follows:

“FECAFOOT itself said it had no registration details on the Players. The effect is that the ITC was not required. We therefore dismiss the New Stars case based on the failure by Deportivo to obtain the ITC.(...)”

Breaches of the rules on the international transfer of minor players are investigated usually by the FIFA Transfer Matching System (FIFA TMS) and subsequently by the FIFA Disciplinary Committee as part of disciplinary proceedings.

In this regard, we conclude that the decision by the CAF Interclub Committee that it did not have the competence to deal with the complaint made by New Stars is proper”.

107. In this regard the Panel shall firstly clarify that, as stated by the Appellant (and confirmed in writing by FIFA) during these proceedings, the possible infractions to the FIFA RSTP (in particular, the lack of approval of FIFA for the first registration of the Players or for the international transfer of the Players), are currently being investigated by FIFA in compliance with article 19 of such regulations. In this regard, FIFA will decide on the alleged breach of the FIFA regulations and, if FIFA finally considers that there was a breach, it would bring disciplinary sanctions against either Deportivo, the Guinean Federation and/or the CAF pursuant to the relevant legal provisions. The Panel considers that the outcome of these investigations would not have an impact on these proceedings, as the Appellant failed to substantiate the damages suffered and accepted not to be reinstated in the Competition as will be further explained. Also for these reasons, the Panel decided not to suspend this arbitration proceeding as requested by the Appellant on 3 October 2018.
108. Notwithstanding the above, the Panel shall agree with the Appellant that the Appeal Board made a wrong assessment when it decided that the lack of registration of the Players in the FECAFOOT was equivalent to the ITC in favor of the FEGUIFUT. The Panel notes that, according to article 19.3 of the FIFA RSTP, every international transfer and every first registration of a minor player is subject to the approval of the subcommittee appointed by the FIFA Players’ Status Committee and such approval shall be obtained prior to any request from an association for an ITC and/or a first registration of a minor. Therefore, the Panel shall grant that this consideration set in the Appealed Decision is against the rules for the registration of minors.
109. Moreover, the Panel also agrees with the Appellant that the CAF Interclubs Committee had the competence to deal with the Appellant’s case and that the considerations of such committee in the First Decision are simply wrong. In this regard, the Panel notes that Article 2(e) of the CAF Statutes establishes that the CAF shall “*manage all forms of football by means of adopting and **implementing the necessary or appropriate measures to prevent any***

infringements of the Statutes, Rules and Regulations as well as any decisions or directives of FIFA and CAF; inclusive of the provisions of the Laws of the Game”.

110. The scope of this rule is general and wide but the Panel shall emphasize that the CAF, (i) by not being able to confirm whether the Players’ registration was in compliance with the FIFA Regulations (moreover when they were minors) and (ii) by simply trying to transfer the case to FIFA, has failed to implement the necessary or appropriate measures to prevent potential infringements of the FIFA regulations.
111. The Appellant further argued that the CAF Interclub Committee took the First Decision only after there was no sporting solution, in some kind of maneuver to disqualify New Stars and that this affected New Stars. The Panel indeed notes that the Appellant had protested since 10 February 2018 and the Interclubs Committee rendered the First Decision on 8 March 2018 (i.e. after Deportivo had already played the 1/16 finals of the Competition) and endorses the argument that, at that point, a sporting solution was not feasible anymore. However, the Appellant did not bring a single piece of evidence that could demonstrate the “maneuver” or the intention of the CAF aiming to disqualify New Stars. Even when this intention was not proven, the Panel shall stress that the CAF’s negligence to render a timely decision that could potentially reinstate New Stars in the Competition, indeed affected the Appellant.
112. As a consequence of the above, the Panel shall grant the requests for relief (1) and (2) of the subsection “Au Fond”, shall annul the Appealed Decision and shall declare (i) that the CAF’s consideration in the Appealed Decision equalizing the lack of registration of the Players in the FECAFOOT to an ITC in favor of the FEGUIFUT is against the regulations for the registration of minor players and (ii) that the CAF Interclubs Committee affected New Stars by declaring that it was not competent to decide the case and by rendering the First Decision at the time when a sporting solution was no longer possible; all this without prejudice of the following Panel’s considerations with respect the Appellant’s request for damages.

B. As for the request for damages

113. The Panel further examined the Appellant’s requests in subsection “*Evoquant and Statuant à Nouveau*” according to which the Appellant clearly accepts that it cannot be reintegrated in the Competition at stake and that “*in consequence*” (“*par conséquent*”), it claims damages (point 4 of subsection “*Evoquant and Statuant à Nouveau*”). The Appellant also made the following statements at the hearing with respect to its requests:

- “*Comme il est trop tard pour être intégré dans la compétition....l’Appelant cherche maintenant à obtenir réparation pour le dommage que a été causé*”
- “*On est d’accord qu’il est trop tard, ça sanction là est obsolète, ne peut être pas appliquée (...)*”
- “*As a consequence and due to Art. XI (2) of CAF Regulations “l’Appelant peut obtenir une réparation financière pour le préjudice que a été causée par la fraude que a été commise”*”
- “*Il y a deux types de conséquences:*

- (1) *disciplinaires : Art.7.10 du Règlement de la CAF prévoit que le club qui a commis fraude perdra le match et sera éliminé de la compétition. **On est d'accord qu'il est trop tard, ça sanctionne là est obsolète, ne peut être pas appliqué.** (...)*
- (2) *de réparation des dommages causés(...)*”.

114. The Appellant’s formulation of this request for relief at the hearing leads the Panel to directly address the petition for damages, as the Appellant itself has expressly understood and declared that the other main petition raised (reinstatement of the Appellant in the Competition) is no longer feasible at this stage. As the Appellant expressly stated in its request for relief, “*New Stars de Douala ne peut plus prétendre être réintégré dans la suite de la compétition*”.

115. This being said, the Panel notes that the Appellant is claiming that the CAF, the FEGUIFUT and Deportivo shall be joint and severally ordered to pay USD 1.000.000 for an alleged “*préjudice financier, moral et sportif*” suffered by the Appellant as based on Article XI (2) of the Competition Regulations, which in turn refers to the liability of federations and teams as follows:

“2. In case of withdrawal of a team, its federation shall be responsible for the financial and other consequences to be determined by the Organising and Disciplinary Committee of CAF (...)

The same shall apply to the teams, which were disqualified by decision of CAF”.

116. When addressing this petition, the Panel shall firstly stress that damages cannot be granted for the mere fact that a breach or an infringement takes place. In this respect, article 42.1 of the Swiss Code of Obligations expressly stipulates that “*A person **claiming damages must prove that loss or damage occurred***”. In addition, CAS jurisprudence has expressly confirmed that compensations cannot be granted on the basis of apparent damages that have not been proven (see CAS 2013/A/3260 para. 108 and subsequent) and that the party claiming for the damages shall prove not only their existence but also their quantification:

“A este respecto la Formación quiere recordar una vez más que para que una parte tenga derecho a recibir una indemnización por daños y perjuicios, no basta con la existencia de un incumplimiento por parte de la otra sino que es preciso: (i) la prueba de tal incumplimiento (ii) la prueba de la existencia de un daño y de la cuantificación del mismo y (iii) la prueba de la relación de causalidad – nexo causal – entre el incumplimiento de una parte y el daño causado a la otra parte. Y todo esto debe probarlo la parte que reclama los daños y perjuicios. Si cualquiera de los tres elementos citados no resulta probado no procede la condena por daños y perjuicios (art. 97 del Código de obligaciones suizo, art. 8 del Código civil suizo, Sentencia del Tribunal Federal Suizo, 127 III 543)” (CAS 2004/A/662).

Which can be freely translated into English as follows:

“(...) the Panel wants to state once again that for a party to be entitled to receive compensation for damages, the existence of a breach by the other party is not sufficient and it is also necessary that: (i) such breach is proven (ii) the existence and quantification of damages are proven and (iii) the causal link between the breach of a party and the damage caused to the other is proven. All this shall be proven by the party claiming damages. If any of these three cited elements are not proven, the sentence for damages is not applicable (Article 97 of the

Swiss Code of Obligations, Article 8 of the Swiss Civil Code, Judgment of the Swiss Federal Court, 127 III 543)” (CAS 2004/A/662).

117. In the present case, the Appellant is claiming damages in the amount of USD 1.000.000 and none of the Respondents has contested either the existence of the damages or their quantification. However, it is not less true that the Appellant has neither explained nor grounded its requests in the aforementioned amount. The Appellant, in particular, did not submit a calculation based upon which the Panel could review or verify the Appellant’s findings on the quantum of the damage.
118. In this regard the Panel makes a brief assessment with respect to the Appellant’s duty to substantiate its claims:
- (i) The duty to substantiate and, in particular the prerequisites that a party must fulfil in order to dispose of its duty to sufficiently substantiate its submissions is intrinsically linked to the principle of party presentation and, thus, clearly is a procedural question (KuKo-ZPO/OBERHAMMER, 2nd ed. 2014, Art. 55 N. 12; BSK-IPRG/SCHNEIDER/SCHERRER, 3rd ed. 2013, Art. 184 N 8). Consequently, Article 182 of the PILA applies in respect of the applicable law.
 - (ii) In qualifying the above question as a matter of procedure the Panel does not ignore that there are links also to the law applicable to the merits. This is particularly true in respect of what must be submitted by a party, since the latter will be dictated by the law applicable to the merits. Furthermore, the onus of substantiation, i.e. which party has the onus of presenting and submitting the facts is linked to the law applicable to the merits, because the onus of presentation follows from the burden of proof. The latter is, however, a question governed by the law applicable to the merits (cf. para. 100 et seq). The burden of proof does not only allocate the risk among the parties of a given fact not being ascertained, but also allocates who bears the duty to submit the relevant facts before the court/tribunal (see also CAS 2011/A/2384&2386, no. 249). It is, in principle, the obligation of the party that bears the burden of proof in relation to certain facts to also submit them to the court/tribunal in a sufficient manner (Swiss Federal Tribunal: SFT 97 II 216, 218 E. 1). The party that has the burden of proof, thus, in principle has also the burden of presenting the relevant facts to the tribunal.
 - (iii) With respect to the procedural question when a party’s submission is deemed sufficiently substantiated, the Panel refers primarily to the procedural rules agreed upon by the parties (Article 182 para 1 of the PILA). Since the CAS Code does not contain any provisions with respect to the threshold of substantiation, this Panel – in application of Article 182 para 2 of the PILA – takes guidance and inspiration in Swiss procedural law. Consequently, this Panel is inspired by the jurisprudence of the Swiss Federal Tribunal, according to which submissions are – in principle – sufficiently substantiated, if:
 - they are detailed enough to determine and assess the legal position claimed (BGer 4A_42/2011, 4A_68/2011, E. 8.1); and

- detailed enough for the counterparty to be able to defend itself (BGER 4A_501/2014, E. 3.1).
 - (iv) A party that fails to sufficiently substantiate its submissions is treated as if it had failed to submit the relevant facts altogether.
119. In this specific case the Appellant failed to sufficiently substantiate the facts in a manner for the Panel to assess the legal position claimed by the Appellant. Therefore, the Appellant must be treated as if it had not made any submissions at all on the quantum of the damage. The mere (abstract) reference by the Appellant to “*financial, moral and sporting damages*” without examining rudimentary the specificities of the case is insufficient to discharge the duty to substantiate the existence and quantification of the damages.

X. CONCLUSION

120. In conclusion, the Panel partially upholds the appeal of New Stars and annuls the Appealed Decision by declaring (i) that the CAF Appeal Board’s consideration equalizing the lack of registration of the Players in the FECAFOOT to an ITC in favor of the FEGUIFUT is against the regulations for the registration of minor players and (ii) that the CAF Interclubs Committee affected New Stars by declaring that it was not competent to decide the case and by rendering the First Decision, which shall have no effects, when a sporting solution was no longer possible. The Panel dismisses all the other requests for relief made by the Appellant for the reasons set out above.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by New Stars de Douala against Deportivo de Niefang, the Fédération de Football de Guinée Equatoriale and Confédération Africaine de Football (CAF) in connection with the Decision rendered by the CAF Appeal Board on 24 April 2018 is partially upheld.
2. The Panel annuls the decision rendered by the Appeal Board of the Confédération Africaine de Football (CAF) and declares that the considerations contained therein were against the rules regarding the registration of minor players and that the CAF Interclubs Committee affected New Stars de Douala.
3. The request for damages filed by New Stars de Douala is dismissed.
- (...)
6. All other or further motions or prayers for relief are dismissed.