Arbitration CAS 2018/A/5824 Adnan Darjal Motar Al-Robiye, Jawad Najm Abdullah Abdullah, Mohammedjawad Ahmed Salih Alsaegh, Firas Nuri Abdulaa Bahralellum, Alla Kadhim Jebur Kinani, Nashat Akram Abid Ali Ali Essa, Nozad Qader Ali Ali, Rasha Talib Dheyab Al-Tameemi, Sherzad Kareem Majeed Majeed, Waleed Hameed Shinab Al-Zaidi and Younus Mahmood Khalaf Khalaf 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
Principle of estoppel
Nullity of an election affected by substantive flaws

1. **It is a well-established general principle of law that estoppel protects the legitimate expectation of a person who places reliance upon a representation made by another person. A letter, signed by the IFA Secretary General who, by virtue of Articles 55 and 56 of the IFA Statutes, is responsible for *inter alia* directing all administrative work of the IFA and implementing decisions of the IFA Congress and Executive Committee, and stating that the Electoral Appeal Committee permits the submission of appeals regarding the results of an election, may be treated as a representation which can give rise to a legitimate expectation that its terms will be respected. If persons have placed reliance on the representation, the IFA is estopped from denying these persons the opportunity to appeal against the results of the election.**

2. **Serious breaches of fundamental provisions of the Statutes and Electoral Code that go to the heart of the electoral process and are not mere procedural flaws but infringements of mandatory substantive rules governing the proper and effective functioning of the IFA and its electoral process, render impossible to consider that the election process that was conducted was free and fair, as required. Such an election process is therefore invalid, null and void.**

I. PARTIES

1. The 11 Appellants in this case (the "Appellants") are all Iraqi nationals who are, or have been, involved in football activities in Iraq in varying capacities:

    a. Mr Adnan Darjal 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.

b. Mr Jawad Najm Abdullah Abdullah is the Chairman of the Al Alam Football Club and Chairman of the Salahuddin Sub-Federation.

c. Mr Mohammedjawad Ahmed Salih Alsaegh is a member of the Board of Directors of the Iraq Football Association and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

d. Mr Firas Nuri Abdulaa Bahralellum is the Financial Secretary of the Naft Al Wasat Club and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

e. Mr Alla Kadhim Jebur Kinani is the President of the Al Talaba Club and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

f. Mr Nashat Akram Abid Ali Ali Essa is a former professional footballer who represented his country at international level.

g. Mr Nozad Qader Ali Ali is the Chairman of the Karkuk Regional Association and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

h. Dr Rasha Talib Dheyab Al-Tameemi is a representative of the Air Force Club and alleges that she put forward her candidature for membership of the Executive Committee of the Iraq Football Association.

i. Mr Sherzad Kareem Majeed Majeed is the Vice President of the Salahuddin Regional Association and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

j. Mr Waleed Hameed Shinab Al-Zaidi is the Vice President of the Air Force Club and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

k. Mr Younus Mahmood Khalaf Khalaf is a former professional footballer who is President of the Association of International Players and stood as a candidate for membership of the Executive Committee of the Iraq Football Association.

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 first 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 present case (CAS 2018/A/5824) concerns a decision communicated to Mr Darjal and the 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 this case 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 Appellants, until 28 September 2020.

6. Following the Election, the Appellants contend that by a letter dated 4 June 2018, IFA members were informed of their right to appeal against the results of the Election to the *"Appeal Committee"* and that the deadline for such an appeal was 12 June 2018 (the "4 June Letter"). The IFA contends that the 4 June Letter is *"a fake, circulated in the social media by someone as a joke"*.

7. In reliance on the 4 June Letter, on 12 June 2018 the Appellants lodged an appeal with the *"Chairman of the Appeals Committee"* against the results of the Election alleging various irregularities in the electoral process (the "internal appeal").

8. On 24 June 2018, the Appellants were notified by the General Secretary of the IFA that: (i) the Electoral Appeal Committee (the "EAC") is only competent to consider appeals against decisions of the Electoral Committee (the "EC"); (ii) appeals against decisions of the EC must be submitted within seven days of receipt of such decisions; (iii) the Appellants' internal appeal did not contain any appeal against a decision issued by the EC; and (iv) therefore the IFA is not in a position to submit the Appellants' internal appeal to the EAC (the "24 June Letter").

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

a. The IFA Statutes

9. Both the Appellants and the IFA rely on the 2017 edition of the IFA Statutes (the "IFA Statutes") in their written submissions.

10. By letter dated 13 May 2019, the Appellants requested that CAS obtain from the International Federation of Association Football ("FIFA") the IFA Statutes as ratified by the IFA Congress and sent to FIFA.

11. 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.

12. 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.

13. 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".*

14. Article 26 is headed "Elections" and paragraphs 1 and 2 state that:

> *"1. Elections may take place by position. Elections shall be conducted by secret ballot.*
>
> *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".*

15. Article 33 is headed "Composition" and paragraphs 1 to 6 provide that:

> *"1. The Executive Committee consists of 13 members, of which at least one is female:*

- *1 President*
- *2 Vice-Presidents*
- *10 members*

2. *The President, the vice-presidents and the members of the Executive Committee shall be elected by the Congress by position. They shall undergo an integrity check, to be conducted by the Ethics Committee or by the Electoral Committee in accordance with the Electoral Code of IFA, prior to their election or re-election. Candidates for the position of President or Vice-President shall be proposed by 3 Members in the prescribed form at least 60 days before the Congress. Every candidate in the election of Executive Committee members must be proposed by at least two Members in the prescribed form at least 60 days before the Congress. Each member may only propose one candidate for each position on the Executive Committee. If a member presents proposals for more than one candidate, all of its presented proposals shall be deemed invalid.*

3. *The mandate of the President, vice-presidents and members of the Executive Committee is for four years. Their mandates shall begin after the end of the Congress which has elected them. They may be re-elected.*

4. *The members of the Executive Committee shall be no younger than 25 years. They shall be Iraqi citizens carrying Iraqi nationality. They shall have already been active in football and have no less than five (5)-year experience in the administrative aspects of association football, of which at least three (3) years shall be within the ten (10) years immediately preceding the elections, and fulfil the prerequisites stipulated in art. 20 par. 8.*

5. *Candidatures must be sent to the general secretariat of IFA 60 days before the date of Congress at the latest. The official list of candidates must be passed to the Members of IFA along with the agenda for the Congress at which the Executive Committee will be elected.*

6. *A member of the Executive Committee may not at the same time be a member of the judicial body of IFA".*

16. 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".

17. 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".*

18. 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

19. The IFA Electoral Code (the "Electoral Code") addresses elections of IFA bodies and committees.

20. In the letter from FIFA dated 24 May 2019 referred to in paragraph 11 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.

21. 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.

22. At the hearing on 30 and 31 May 2019, counsel for the Appellants 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 Appellants is a previous draft of the Electoral Code which was later condensed to 27 Articles by FIFA.

23. Both the Appellants 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 Appellants rely 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.

24. Article 1 is headed "Scope of Application" and paragraph 1 provides as follows:

a. In the Appellants' 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".

25. Article 12, which concerns appeals provides as follows:

a. In the Appellants' 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

26. 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.

27. 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

28. On 10 July 2018, the Appellants filed their Statement of Appeal pursuant to Articles R48 and R49 of the Code of Sports-related Arbitration (the "Code"). The Appellants requested that these proceedings be heard by a sole arbitrator. In their motions for relief, the Appellants requested: (i) that the CAS order the IFA to produce *"the full case file regarding the applications for the IFA Elections of all the candidates elected and non-elected, including any evidence and letters issued by his Member-clubs for all the candidates and the criminal records of all the candidates of the IFA Elections"*; and (ii) that the time limit for the filing of the Appeal Brief be stayed *"until the receipt from the IFA of the evidentiary material requested"*.

29. By letter dated 23 July 2018, the IFA challenged the jurisdiction of the CAS to hear this case and the admissibility of the proceedings.

30. On 24 July 2018, the CAS Court Office notified the parties that the time limit for the filing of the Appeal Brief would be suspended until the Appellants' request for disclosure is considered by the President of the CAS Appeals Arbitration Division.

31. On 25 July 2018, the CAS Court Office informed the parties that the Deputy President of the CAS Appeals Arbitration Division decided to leave the Appellants' disclosure request for the decision of the panel or sole arbitrator once constituted. The suspension of the time limit for filing the Appeal Brief was therefore lifted.

32. On 26 July 2018, the Appellants filed their Appeal Brief in accordance with Article R51 of the Code.

33. On 29 July 2018, the IFA wrote to the CAS Court Office expressing its preference that the present proceedings be heard by a panel of three arbitrators.

34. On 6 August 2018, the IFA requested that, pursuant to Article R55(3) of the Code, the time limit for the filing of the Answer be fixed after the payment by the Appellants of their share of the advance of costs in accordance with Article R64.2 of the Code. Such request was granted on 7 August 2019.

35. By letter dated 9 August 2018, the CAS Court Office notified the parties that pursuant to Article R50 of the Code, the Deputy President of the CAS Appeals Arbitration Division decided to submit the present dispute to a sole arbitrator.

36. In a letter of the same date (9 August 2018) the Appellants invited the CAS to appoint the same Sole Arbitrator in these proceedings as had been appointed in the first case brought by Mr Darjal against the IFA (CAS 2018/A/5719) on account of the factual and legal overlap between the two procedures.

37. On 15 August 2018, the IFA expressed disagreement with the Appellants' proposal with regard to the appointment of the same Sole Arbitrator in this procedure as that appointed in procedure CAS 2018/A/5719.

38. By letter dated 17 August 2018, the CAS Court Office notified the parties that with due consideration to the parties' positions and in view of the identity of the parties and the issues involved in both cases, the President of the CAS Appeals Arbitration Division considered it justified, pursuant to Article R50(2) of the Code, to submit this case to the same Sole Arbitrator presiding over CAS 2018/A/5719. As such, the parties were informed that Professor Philippe Sands QC had accepted appointment as Sole Arbitrator in these proceedings in accordance with Article R54 of the Code. The parties were reminded that pursuant to Article R34 of the Code an arbitrator may be challenged if there are circumstances giving rise to legitimate doubts over his or her independence or impartiality.

39. On 27 August 2018, the CAS Court Office notified the parties that no challenge had been filed against the appointment of Professor Sands QC within the deadline prescribed by Article R34 of the Code.

40. On 7 September 2018, the CAS Court Office acknowledged receipt of the Appellants' payment of their share of the advance costs for this procedure and notified the parties that the IFA should file its Answer within 20 days in accordance with Article R55 of the Code.

41. By letter dated 9 September 2018, the IFA again challenged the jurisdiction of the CAS to determine the appeal, with grounds, and requested that: (i) the proceedings be bifurcated and the Sole Arbitrator decide the issue of jurisdiction by way of a preliminary award; and (ii) the time limit for the filing of the IFA's Answer be suspended pending determination of this issue.

42. On 10 September 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.

43. On 12 September 2018, the IFA requested that the time limit for filing its Answer be suspended pending determination of whether or not the proceedings would be bifurcated.

44. By letter dated 19 September 2018, the IFA reiterated its request for bifurcation.

45. By letter of the same date (19 September 2018), the Appellants filed further written observations on jurisdiction, maintaining that the CAS has jurisdiction to determine the appeal. The Appellants requested that the decision concerning jurisdiction be rendered together with the merits. The Appellants also objected to the IFA's request for suspension of the time limit for the filing of the Answer.

46. On 20 September 2018, the IFA reiterated its request that a decision on bifurcation be made and that the time limit for the filing of its Answer be extended by five days. The IFA also set out a number of observations in response to the Appellant's letter of 19 September 2018.

47. On 26 September 2018, the CAS Court Office notified the parties that the Sole Arbitrator had granted the IFA's request for a five-day extension to file its Answer.

48. By letter dated 27 September 2018, the Appellants objected to the IFA's letter of 20 September 2018, requesting that it be deleted from the CAS case file.

49. On 5 October 2018, the IFA filed its Answer in which it argues *inter alia* that: (i) the CAS does not have jurisdiction to determine the appeal; and (ii) the appeal is in any event inadmissible owing to the Appellants' lack of standing. The IFA's Answer also addresses the Appellants' submissions on the merits and reiterates the IFA's request for a preliminary award on the issues of jurisdiction and standing.

50. On 17 October 2018, the Appellants filed further written observations commenting on the IFA's objections to jurisdiction.

51. 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.

52. 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"*.

53. On 28 November 2018, the Appellants confirmed their preference to have a single hearing dealing with all aspects of the three procedures.

54. By letter dated 29 November 2018, the CAS Court Office informed the parties of the Sole Arbitrator's decision to hold a joint hearing for the three procedures.

55. On 5 December 2018, the IFA confirmed that it intended to call two witnesses in respect of the three procedures and, more specifically, that it intended to call one witness in this case. The IFA also made further observations in respect of: (i) the English version of the Electoral Code; and (ii) criminal proceedings before the Rusafa Investigation Court in Iraq.

56. By letter dated 5 December 2018, the Appellants provided their list of nine witnesses for the hearing, four of which would be called in relation to this case.

57. On 23 December 2018, the IFA wrote to the CAS Court Office objecting to seven of the Appellants' proposed witnesses.

58. On 28 December 2018, the Appellants 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 Appellants' evidentiary motions.

59. On 30 December 2018, the IFA submitted its response to the Appellants' letter of 28 December 2018.

60. On 27 January 2019, the IFA filed further observations referring *inter alia* to recent developments pertaining to the criminal proceedings before the Rusafa Investigation Court.

61. On 28 January 2019, the Appellants requested clarification with regard to: (i) the procedural requests made in the Appeal Brief including their requests for disclosure of documents; and (ii) the admissibility of the IFA's *"several unsolicited submissions"*.

62. On 31 January 2019, the Appellants provided their observations on the IFA's letter of 27 January 2019.

63. 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.

64. 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.

65. On 24 February 2019, the IFA complained that a document which it had requested not to be communicated to the Appellants had been disclosed to the Appellants, 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"*.

66. On 1 March 2019, the Appellants confirmed its list of attendees for the hearing and requested that the hearing be held in public.

67. By letter dated 3 March 2019, the IFA informed the CAS Court Office and the Appellants of one additional IFA witness at the hearing.

68. 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.

69. On 30 April 2019, the Appellants filed their list of nine witnesses including references to their witness statements, together with proposals for the timetabling of the oral evidence at the hearing.

70. 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 testimony which the Appellants were seeking to adduce (and requesting that certain witnesses be barred from giving evidence at the hearing); and (iii) the conduct of the hearing.

71. On 10 May 2019, the Appellants responded to various matters raised in the IFA's letter of 5 May 2019.

72. On 13 May 2019, the Appellants requested an update on various procedural requests that they had made, including for the production of documents by the IFA.

73. On 17 May 2019, the Appellants were invited to provide a clear and cogent explanation as to why the categories of documents listed in their letter of 13 May 2019 were relevant and necessary for the just disposal of these proceedings.

74. 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.

75. On 20 May 2019, the Appellants provided written observations regarding the relevance and necessity of the documents listed in their letter of 13 May 2019, including seven new exhibits.

76. 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.

77. On 22 May 2019, the CAS Court Office notified the parties that the Sole Arbitrator had rejected the Appellants' request for disclosure as formulated in their 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 Appellants' letter of 20 May 2019 and to disclose any further documents (with English translations). The IFA was also invited to comment on the Appellants' request to admit into evidence the seven new exhibits attached to their 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.

78. On 23 May 2019, the IFA submitted its observations on the allegations contained in the Appellants' letter of 20 May 2019 and the admissibility of the Appellants' seven new exhibits.

79. On 27 May 2019, the parties were informed that the Sole Arbitrator had decided that the Appellants' seven new exhibits would be admitted to the case file without prejudice as to their weight and relevance.

B. The hearing

80. A hearing dealing with all aspects of the three procedures was held on 30 and 31 May 2018 in Lausanne, Switzerland (the "hearing"). The Appellants were 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.

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

Witnesses for the Appellants

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

b. Mr Ahmed Oudah Zamil (member of the General Assembly of the Samarra Football Club, via video link);

c. Mr Najem Abdul Awwad (Vice President of the Regional Association of Diyala province, via video link); and

d. Mr Raad Selim Elias (member of the Referee Committee, via video link).

Witnesses for the IFA

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

b. Mr Hussein Qasim Jeneen Alkharasani (IFA Media manager).

82. In addition, the following Appellants made short oral statements in relation to the present case:

a. Mr Nashat Akram Abid Ali Ali Essa;

b. Mr Mohammedjawad Ahmed Salih Alsaegh (via video link);

c. Mr Nozad Qader Ali Ali;

d. Dr Rasha Talib Dheyab Al-Tameemi;

e. Mr Waleed Hameed Shinab Al-Zaidi;

f. Mr Younus Mahmood Khalaf Khalaf;

g. Mr Alla Kadhim Jebur Kinani;

h. Mr Jawad Najm Abdullah Abdullah; and

i. Mr Adnan Darjal.

83. The Sole Arbitrator was assisted at the hearing by Mr Daniele Boccucci (Counsel to the CAS) and Mr Remi Reichhold (*ad hoc* clerk).

84. 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 Appellants requested to examine witnesses in chief prior to cross-examination by opposing counsel. As the Appellants' witnesses had submitted 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 Appellants 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.

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

86. 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.

87. 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 correspondence

88. By letter dated 3 June 2019, the IFA complained to the CAS Court Office that the Appellants 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"*.

89. On 5 June 2019, the CAS Court Office reminded the parties of the duty of confidentiality stemming for 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.

90. By letter of the same date (5 June 2019), the IFA made further allegations relating to purported breaches by the Appellants of the duty of confidentiality enshrined in Article R59(7) of the Code.

91. On 25 September 2019, the Appellants sought to introduce an additional exhibit in relation to which the CAS Court Office invited the IFA to comment.

92. On 29 September 2019, the IFA expressed its view that the Appellants' 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.

93. By letter dated 30 September 2019, the CAS Court Office informed that parties that the Sole Arbitrator had decided that the Appellants' additional exhibit filed on 25 September 2019 would not be admitted to the case file.

94. On 15 November 2019, the Appellants sought to submit an additional exhibit relating criminal proceedings in Iraq.

95. By letter dated 18 November 2018, the parties were notified that the additional exhibit submitted by the Appellants on 15 November 2019 would not be admitted to the case file.

96. On 23 January 2020, the IFA informed the CAS Court Office that Mr Nezar Ahmed *"is no longer affiliated or representing IFA"*.

97. 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"*.

98. On 12 February 2020, the Appellants informed the CAS Court Office that all members of the IFA Executive Committee had resigned in January 2020. The Appellants requested that that the CAS *"suspend the proceedings while we wait to understand who now represents the Iraq Football Association (IFA)"*. The Appellants' 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"*.

99. On 17 February 2020, the IFA was invited to inform the CAS Court Office within seven days whether it agrees to suspend the proceedings.

100. 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.

101. 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.

102. 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"*.

103. On 17 September 2020, Mr Sherzad Kareem Majeed Majeed informed the CAS Court Office that he is no longer represented by Messrs Salvatore Civale and Mario Vigna.

104. By separate letters dated 19 September 2020, Mr Waleed Hameed Shinab Al-Zaidi and Mr Mohammedjawad Ahmed Salih Alsaegh informed the CAS Court Office that they are no longer represented by Messrs Salvatore Civale and Mario Vigna.

105. On 25 September and 6 October 2020, a letter was sent to the CAS Court Office on behalf of eight Appellants requesting the resumption of these proceedings and for the Sole Arbitrator to render his Award (Adnan Darjal Motar Al-Robiye, Jawad Najm Abdullah Abdullah, Firas Nuri Abdulaa Bahralellum, Alla Kadhim Jebur Kinani, Nashat Akram Abid Ali Ali Essa, Nozad Qader Ali Ali, Rasha Talib Dheyab Al-Tameemiand and Younus Mahmood Khalaf Khalaf).

106. On 28 September 2020, the CAS Court Office informed the parties of the resumption of the present procedure.

IV. SUBMISSIONS OF THE PARTIES

107. 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

108. The Appellants' 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 arose within the IFA and concerns members of clubs and other IFA officials, namely the Appellants.

c. Article 62(1) of the IFA Statutes provides for jurisdiction *ratione personae* by reference to *"members of Clubs"* without any further specification.

d. Article 13(1)(f) of the IFA Statutes also envisages disputes being referred to the CAS.

e. The decision under appeal was rendered by the IFA Appeal Committee.

f. Article 12(4) of the Electoral Code does not prevent a decision of the Appeal Committee from being further appealed to a judicial or arbitral body, such as the CAS.

g. Article 12(4) of the Electoral Code means that the Appeal Committee is the final dispute resolution body *within the IFA* for electoral matters, meaning that once the Appeal Committee has rendered a decision, all of the *internal* remedies of the IFA will have been exhausted.

h. The IFA Statues 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"*.

i. The Appellants should benefit from the *contra proferentem* rule, according to which rules that are ambiguous or capable of having more than one meaning should be interpreted against their drafter, which in this case is the IFA.

j. The CAS had previously issued a decision concerning the validity of IFA elections in procedure CAS 2011/O/2536.

k. 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 IFA rules, the CAS would have jurisdiction to void such election.

l. 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.

m. It could not be disputed by the IFA that: (i) the IFA Statutes are in force and applicable; (ii) there is no further remedy within the IFA against a decision of the Appeal Committee; and (iii) there is no independent arbitral tribunal recognised by the IFA or the AFC in Iraq.

n. The 4 June Letter enabled the Appeal Committee to decide the Appellants' challenge to the Election.

o. The CAS would be the first hearing body to allow the Appellants to fully exercise their right of defence on the merits of the case, and a conclusion that the CAS does not have jurisdiction to determine the appeal would deprive the Appellants of any legal remedy against the results of the Election.

109. The Appellants' further observations on the issue of jurisdiction, as set out principally in their letter of 19 September 2018, may be summarised as follows:

a. The 24 June Letter has all the relevant elements of a *"decision"* issued by the IFA, pursuant to Article R47 of the Code. It contains a clear, unequivocal, final and official ruling by the IFA on the claim previously filed by the Appellants regarding the results of the Election. Such a decision clearly affects the legal situation of the Appellants.

b. Even if the 24 June Letter was a *"mere letter"*, the CAS has decided in the past that a letter may, under certain conditions, be considered a *"decision"* for the purposes of Article R47 of the Code: see in particular CAS 2004/A/659, *Galatasaray v FIFA & Club Regatas Vasco da Gama & F.J.*

c. The present case bears striking similarities to the *Galatasaray* case.

d. The 24 June Letter was addressed to the Appellants and denied the Appeal Committee's jurisdiction, thereby *"resolving in an obligatory manner"* the issues concerning the irregularities of the Election raised by the Appellants.

e. The 4 June Letter provided for a window between 5 June and 12 June 2018 to appeal the results of the Election before the Appeal Committee. Thus, the Appellants lodged their appeal with the Appeal Committee on time, and the 24 June Letter denying the jurisdiction of the Appeal Committee was a clear decision on the part of the IFA.

f. The 4 June Letter was authentic and has been displayed on several news websites in Iraq.

g. Further, a video released on the IFA's official Facebook page shows one of the members of the Appeal Committee, Mr Al Zubaidi, mentioning that the Appeal Committee would hear appeals concerning the Election.

h. There would be no point in falsifying the 4 June Letter. Indeed, without the 4 June Letter, any person interested in appealing against the Election would have had the possibility to resort to the EC, since Article 26(4) of the Electoral Code provides for

this possibility, stating that *"the electoral committee shall be responsible for the settlement of the matters of the election procedures which are not mentioned in these rules"*.

i. The Appellants only resorted to the Appeal Committee because they reasonably and correctly relied upon an official document issued by the IFA, namely the 4 June Letter, which was confirmed by one of the members of the Appeal Committee.

j. The Appellants' right to appeal against the results of the Election cannot be affected by the fact that they only followed the superseding procedural rule issued by the IFA through the 4 June Letter.

k. It was not in the Appellants' interests to go straight to the Appeal Committee (*i.e.* bypassing the EC) thereby eliminating a route of internal appeal. They did so in order to comply with the terms of the 4 June Letter.

l. Furthermore, the 4 June Letter did not constitute a specific bilateral agreement containing an arbitration agreement in the sense indicated by the IFA. If the 4 June Letter had not been issued, the Appellants could in any event have resorted to the Appeal Committee to appeal against the results of the Election. The 4 June Letter did not encapsulate any new arbitration agreement.

m. The choice to address the 4 June Letter to IFA members, rather than the individual Appellants, was a practical one. The IFA members, when recommending and endorsing candidates for the Election, became the addressees of all communications directed to the candidates. That is the only reason why the 4 June Letter was directed to IFA members and not to specific natural persons (*i.e.* the candidates themselves).

n. The subject of the present appeal is a single decision, in respect of which the CAS has jurisdiction. The IFA's suggestion that the Appellants' appeal was directed against *"several dozens [of] decisions and resolutions"* is erroneous.

o. The Appellants acknowledge that matters relating to events in 2016 and 2017 are not subject to appeal, such as the resolution of the IFA Congress that elected the members of the EC and elections of the Regional Associations. These matters are, however, relied on by the Appellants to illustrate the environment in which the Election was conducted. The Election represents *"just the tip of the iceberg of a highly irregular system that deserves to be reformed beginning, at least, from the results of the last IFA Elections"*.

p. The Appellants' appeal to the Appeal Committee was against the results of the Election and the only appealed decision before the CAS is *"the IFA Appeal Committee's decision that denied [the Appellants] the possibility to challenge the results of the IFA Elections"*.

q. As to the existence of a valid arbitration agreement between the Appellants and the IFA, Article 62 of the IFA Statutes is clear and straightforward; given that each of the Appellants is either a member of the IFA or a member of a club (which in turn is a

member of the IFA), there is a valid arbitration agreement that enables the Appellants to file an appeal before the CAS.

r. Even if the Appellants were not a member of IFA members, they could still rely on the arbitration clause enshrined in Article 62 of the IFA Statutes which confers jurisdiction on the CAS in relation to *"disputes in the Association"*.

110. The IFA's submissions on jurisdiction may be summarised as follows:

a. Article R47 of the Code provides that in order for the CAS to have jurisdiction over a dispute, there are three prerequisites, namely: (i) there must be a *"decision"* of a federation, association or another sports-related body; (ii) the parties must have agreed to the competence of the CAS; and (iii) the internal legal remedies available to a complainant must have been exhausted prior to appealing to the CAS.

b. In order for the Appellants to have a right to challenge the results of the Election before the EAC, such a right must have been provided for either in the IFA rules and regulations, or in a specific bilateral agreement.

c. The 24 June Letter was not a *"decision"* capable of being appealed to the CAS because it did not affect the Appellants' rights, which are *"non-existent"*.

d. In accordance with Article 3(1) of the Electoral Code, the EAC is the appellate body that hears appeals brought to it against decisions of the EC.

e. Article 12(1) of the Electoral Code provides that *"Appeals against the electoral committee's decisions may be lodged only before the election appeal committee, to the exclusion of the possibility of appealing said decisions before any other body, particularly a government body"*.

f. Therefore, in order for the EAC to have jurisdiction to decide upon a matter brought before it: first, there must have been a decision passed specifically by the EC; and second, the appeal must have been filed within seven days of receipt of such a decision.

g. The Appellants' complaint, as formulated in the 12 June Letter: (i) was not directed against a decision rendered by the EC; (ii) did not originate from a decision adopted by the EC within the seven-day time limit (specified in Article 12(2) of the Electoral Code); and (iii) was not related to an act of the EC performed within such timeframe. Accordingly, the Appellants' complaint does not fall under the jurisdiction of the EAC. In reality, the complaint was directed against a decision passed by the IFA Congress (*i.e.* the General Assembly of the IFA).

h. In the 12 June Letter, the Appellants requested that the EAC annul the results of the Election and organise a new electoral process. However, the results of the Election were ratified by a resolution of the IFA Congress on 31 May 2018, which is the supreme body of the IFA (*per* Article 20(1) of the IFA Statutes).

i. Neither the EC nor the EAC have the power to annul resolutions of the IFA Congress or to order the holding of a new electoral process.

j. There is no internal mechanism within the IFA for challenging resolutions of the IFA Congress.

k. Article 15 of the Electoral Code identifies the role of the EC in respect of proceedings of the elective Congress, which includes monitoring the voting procedure, counting votes and declaring the official results.

l. In the 12 June Letter, the Appellants did not allege any irregularities regarding: (i) the voting procedure for the Election; (ii) the counting of the votes; (iii) the validity or invalidity of ballot papers; or (iv) the announcement of the results. Nor did the Appellants challenge any decision passed by the EC regarding any such matters.

m. In these circumstances, the Appellants had no right to challenge the results of the Election before the EAC.

n. Since the Appellants had no right to challenge the results of the Election before the EAC, by sending the 24 June Letter merely informing the Appellants that the IFA was not in a position to submit their complaint to the EAC, the IFA did not affect the Appellants' rights or their legal situation. Accordingly, the 24 June Letter was not a *"decision"* in respect of which an appeal is possible, since it was not intended to affect, and did not in fact affect, the Appellants' rights.

o. Support for the IFA's position may be derived from the decision in CAS 2013/A/3450, in which it was held that since the FIFA Disciplinary Committee was not competent to decide a request submitted by various clubs, by sending a letter to those clubs informing them that FIFA was not in a position to entertain their request, FIFA did not render a decision capable of being appealed to the CAS.

p. As regards the 4 June Letter, this was a fake, circulated on social media by someone as a joke. IFA witnesses, in particular Dr Jebur (the IFA Secretary General) and Mr Al-Musawi (manager of the IFA International Relations Department) provided written statements confirming this.

q. Further, the IFA relies on 24 letters from IFA members, confirming that they did not receive the 4 June Letter from the IFA.

r. Even if the 4 June Letter is authentic (which is denied) it would not have bestowed upon the Appellants a right to appeal the results of the Election before the EAC. The 4 June Letter could only have granted a right of appeal to the addressees of the letter (*i.e.* the members of the IFA); in this respect, the Appellants, as alleged *indirect* members of the IFA, would not have been bound by any such an offer because it was not addressed to them.

s. The IFA relies on the decision in CAS 2011/O/2536, in which it was held that two candidates for election were not party to a bilateral arbitration agreement arising from a letter sent by the IFA, which was addressed to its members only.

t. Similarly, in the present case, the 4 June Letter could not constitute a specific offer to the Appellants to challenge the results of the Election before the EAC.

u. The Appellants have not advanced any evidence that they had submitted themselves to the rules of the IFA, and thus may not rely on the provisions of the IFA Statutes to establish a valid arbitration agreement in favour of the CAS.

v. The statutes of an association are not bilateral contracts between the association and its members and there is no basis for concluding that they constitute a contractual relationship between the association and *indirect* members.

w. The Appellants adduced no evidence or valid legal arguments demonstrating the existence of a valid and effective arbitration agreement between them and the IFA, which permits them to contest the results of the Election, as ratified by the IFA Congress, before the CAS.

x. The Tribunal's jurisdiction does not extend beyond the limits of a review of the issues arising from the challenged decision; the scope of CAS's review does not extend to other separate decisions rendered by the IFA or third parties.

111. In response to the further observations made by the Appellants on the issue of jurisdiction, the IFA advanced the following additional points:

a. The Appellants' construction of Article 26(4) of the Electoral Code is self-serving and misconceived. This provision refers to: (i) the competence of the EC, not the EAC; and (ii) matters relating to the *running* of elections, rather than decisions adopted by the IFA Congress.

b. As regards the 4 June Letter, the Appellants have not adduced any evidence that it was sent by the IFA to its members or published online by the IFA.

c. The three news websites referred to by the Appellants (displaying the 4 June Letter), whose credibility could not be verified, did not demonstrate that the IFA had issued the 4 June Letter.

d. Mr Al Zubaidi had no authority on behalf of the IFA to grant the Appellants a right which was not provided for in the IFA Statutes, or to enter into a specific bilateral agreement with them regarding any appeal against the outcome of the Election.

e. In any event, Mr Al Zubaidi was only referring to the possible appeal process against decisions made by the EC during the voting procedure which was held on 31 May 2018 (see in particular Articles 12 and 15 of the Electoral Code).

f. Any ability to appeal against a decision of the EC in respect of the Election would have already expired on 8 June 2018, prior to the submission of the 12 June Letter.

g. The CAS has no jurisdiction to determine the Appellants' underlying grievances regarding the Election, which concern decisions and resolutions passed by several bodies of the IFA and its members, which has acquired *res judicata* effect.

h. The members of the EC and the EAC were elected by the IFA Congress on 7 March 2018; in the absence of any external challenge to their election, this resolution became final and binding on 28 March 2018; accordingly, the CAS has no jurisdiction to review any matter in connection with the constitution and composition of the EC and the EAC.

i. As regards the elections of IFA members, in particular the elections of the Regional Associations held in 2016 and the Referees' Association election held in August 2017: (i) these were not decisions or resolutions passed by the IFA, but rather by those members of the IFA; (ii) Article 62 of the IFA Statutes does not bestow upon the CAS jurisdiction to address *"disputes in the Members of IFA"*; and (iii) in any event, in view of Article R49 of the Code, the time limit for challenging these elections has long since passed.

j. As regards the nomination process for the Election, even if the Appellants had a right to challenge this before the CAS (which the IFA denies), the time limit for doing so has expired.

k. As regards the contested candidature of Dr Al-Tameemi, any challenge to the EC's list of candidates for the Election ought to have been submitted timeously to the EAC; this was not done and by reason of the obligation to exhaust internal remedies before bringing a matter to the CAS, Dr Al-Teameemi is estopped from bringing this complaint to the CAS in the context of these arbitral proceedings.

l. Even if the EAC had wrongly failed to rule on the merits of Dr Al-Teameemi's complaint (*quod non*), an appeal to the CAS is out of time.

112. The Appellants' further observations on the issue of jurisdiction, as set out in their letter of 17 October 2018, may be summarised as follows:

a. The Appellants filed their appeal with the Appeal Committee on 12 June 2018, in reliance on the 4 June Letter.

b. The Appeal Committee waited until 24 June 2018 before declining jurisdiction to hear the appeal, the timing of which was *"clearly geared to depriving the Appellants of any right to appeal against the result of the IFA Elections"*, and *"deliberate, in order to deprive the Appellants of any chance to try and appeal the elections directly before the CAS"*.

c. The 24 June Letter was not mere information, but constituted a negative decision and a denial of justice.

d. The Sole Arbitrator should disregard the CAS jurisprudence cited by the IFA.

e. The Appellants and the IFA were bound by a valid CAS arbitration agreement, as enshrined in Article 62 of the IFA Statutes.

f. While describing the publication of the 4 June Letter as *"garbage"*, the IFA provided no justifiable reason not to rely on a statement posted on its own Facebook page.

g. Further, the IFA's interpretation of Mr Al Zubaidi's words was irrelevant and, in any event, misplaced.

h. There was no available information as to the origin or reliability of the translation of the Electoral Code provided by the IFA.

i. The correct interpretation of Article 26(4) of the Electoral Code is that all matters concerning the Election are appealable before the relevant committees (and not only decisions concerning the *"running of the elections"*).

j. The Appellants' decision not to file their appeal with the EC was not arbitrary, but rather a decision taken in good faith, based on the content of the 4 June Letter, which constituted an authentic instruction issued by the IFA.

B. Admissibility

113. On the issue of admissibility and the Appellants' standing to bring the appeal, the Appellants submit that:

a. Article 49 of the Code provides that, in the absence of any indication under the rules of the federation or association concerned, the time limit for filing an appeal before the CAS shall be 21 days from receipt of the decision under challenge.

b. The IFA's decision was rendered on 24 June 2018 and notified to the Appellants one the same day via email.

c. The Statement of Appeal was filed on 10 July 2018, within the applicable time limit.

d. The Appellants all have standing on the basis that they participated in the Election, were prevented from participating in the Election or are representatives of IFA Members.

e. The Appellants all have a legal interest in the appeal.

114. On the issue of admissibility, the IFA makes a number of submissions regarding the Appellants' standing to bring the appeal, which may be summarised as follows:

a. In order to have standing to challenge the decision of the IFA Congress on 31 May 2018 in respect of the Election, the Appellants must be directly and negatively affected (*i.e.* aggrieved) by that decision.

b. The candidature and voting procedures in respect of the Election are distinct. The Appellants have not challenged any aspect of the voting procedure and therefore cannot be aggrieved or directly affected by it.

c. The Appellants are not direct members of the IFA (*i.e.* members of the IFA General Assembly) and fall under the category of *"third parties"* and have no standing to challenge the resolution of the IFA Congress on 31 May 2018 by which the results of the Election were ratified.

d. Six Appellants (Mr Alsaegh, Mr Bahralellum, Mr Kinani, Mr Ali, Mr Majeed and Mr Khalaf) stood as candidates in the Election but were unsuccessful. Importantly, however, they have not complained of *"any flaws stemming from the convocation of the Elective Congress of 31 May 2018 or the voting and counting procedures"*.

e. Disappointment at the outcome of the Election is no basis for challenging the decision of the IFA Congress in respect of the same.

f. The six Appellants that were accepted as candidates by the EC and participated in the Election (and did not question the validity of the candidature procedure prior to 31 May 2018) were not aggrieved or directly affected by the nomination process of the IFA and have no standing to sue. It is *"against the principle of good faith to remain silent when the process was working in their favour and only to attack it when the final outcome was unfavourable"*. These six Appellants did not allege any flaws stemming from the convocation of the IFA Congress on 31 May 2018 or the voting and counting procedure; the only reason they did not win seats on the IFA Executive Committee is because the majority of members of the IFA General Assembly did not vote for them.

g. Five of the Appellants (Mr Darjal, Mr Abdullah, Mr Essa, Dr Al-Tameemi and Mr Al-Zaidi) were not candidates in the Election, and hence the decision of the IFA Congress in respect of the Election did not directly affect them and they have no right to challenge it.

h. Two of the Appellants (Mr Essa and Mr Abdullah) did not submit their candidature for the Election and therefore were not aggrieved or directly affected by the candidature procedure and lack standing to sue. Moreover, the right to nominate and propose candidates is granted exclusively to IFA Members and therefore these two Appellants had no vested right in the Election.

i. As regards Mr Darjal, he has already challenged the rejection of his candidature in separate proceedings before the CAS (by way of procedure CAS 2018/A/5719) and has no standing to sue in these proceedings in respect of the same subject matter.

j. As to Mr Al-Zaidi, he appealed his exclusion from the Election to the Rusafa First Instance Court and reached a settlement with the IFA waiving his right to challenge the IFA electoral process. Even if he had a right of appeal to the CAS in principle, he did not appeal the decision of the EAC to the CAS within the applicable time limit, meaning that he accepted the exclusion of his candidature and has no standing to sue.

k. As regards Dr Al-Tameemi, she has no standing to sue on the basis that:

   i. There is no documentary evidence that she submitted her candidature for the Election and *"it is extremely difficult to believe that no recording camera captured the moment during which [Dr] Al-Tameemi submitted her alleged candidature"*;

   ii. Dr Al-Tameemi's alleged candidature is only supported by one IFA Member and therefore does not meet the requirements of Article 33(2) of the IFA Statute; and

   iii. Even if Dr Al-Tameemi did submit her candidature (*quod non*) she failed to submit a timely appeal to the EC against the IFA's alleged decision to reject her candidacy.

l. Furthermore, the IFA did not hold an election to fill the female position on the Executive Committee, which remains vacant. Accordingly, Dr Al-Tameemi was not directly aggrieved by the outcome of the Election and has no standing to sue.

m. The addressees of the decision of the IFA General Assembly as regards the outcome of the Election are the IFA Members as specified in Article 10 of the IFA Statutes. The Appellants were therefore third parties insofar as the contested decision of the IFA General Assembly is concerned and are not entitled to pursue an appeal before the CAS simply by asserting that their interests have been violated.

C. Merits

115. By way of this appeal, the Appellants seek the annulment of the Election results on the basis of alleged irregularities in the electoral process. The Appellants' arguments on the merits may be summarised as follows:

a. The EC was *"illegally constituted and not independent"* because:

   i. The EC was only established on 7 March 2018, less than six months before the Election, in contravention of Article 5(1) of the Electoral Code.

   ii. Shortly after their appointment, three members of the EC resigned and a fourth member did not attend any meetings.

   iii. The resignation of the three members of the EC was due to *"pressures on them by the IFA's President, the Executive Committee members and the IFA's Legal Counsel"*.

iv. Two new members of the EC were appointed by the Executive Committee without receiving approval of the IFA General Assembly.

v. Two members of the EC are less than 35 years old, in contravention of Article 3(6)(b) of the Electoral Code.

vi. One member of the EC works at the same club as a member of the Executive Committee, which is a violation of Articles 3 and 4 of the Electoral Code.

b. The EC and EAC were improperly influenced *"from the outside"* and have acted under the direction of the IFA Executive Committee and on the recommendations of counsel for the IFA.

c. Seven members of EC and EAC *"do not have any specific skill or experience to take that office"*.

d. The IFA President, Mr Masoud, put forward one candidate for the EAC, Mr Jassem, *"claiming that he holds a bachelor's degree in law"*, however, that candidate has admitted that he does not have such a qualification.

e. The IFA failed to comply with the requirement in Article 2(3) of the Electoral Code to inform FIFA and the Asian Football Confederation (the "AFC") of its elected internal bodies, the announcement of the elections and its electoral rules with at least 30 days' notice.

f. The IFA withheld some of the candidates' applications from the IFA Congress so that only candidates who the IFA *"could control – or at least influence"* would be elected.

g. Articles 20(8) and 33(4) of the IFA Statutes provide that members of the Executive Committee should not previously have been found guilty of any criminal offences incompatible with their position, however, some candidates for the Election had criminal records.

h. The only candidate who stood, and was elected, for President of the IFA Executive Committee (Mr Masoud) was subject to criminal proceedings before the Election and *"reached a settlement on the criminal charge only after the Election date"*.

i. Some candidates (including Mr Masoud) were supported by Regional Associations that do not meet the requirements in the IFA Statutes with regard to the endorsement of candidates.

j. Mr Zirjawi, elected Vice President of the IFA, also has a criminal record.

k. Dr Al-Tameemi's nomination file was concealed by the IFA General Secretary and never reached the EC.

l. The concealing of Dr Al-Tameemi's candidacy has resulted in a violation of Article 33(1) of the IFA Statutes, which provides that at least one member of the Executive Committee should be female.

m. Elections of the IFA Regional Associations in 2016 and the Referees' Association in 2017 also suffered from *"serious irregularities"* which were only discovered once *"Pandora's box"* was opened by the Appellants following the alleged irregularities relating to the Election.

n. Four members of the EC formed to supervise the elections of the Regional Associations in 2016 were all members of the IFA Executive Committee (contrary to Article 3(4) of the Electoral Code) and were themselves candidates for the presidency of Regional Associations.

o. Two Regional Associations (Naynawa and Anbar) failed to hold elections because of security concerns.

p. The IFA granted membership status to the sub-federation of Halabja, a district affiliated to Sulaymaniyah, which has its own Regional Association, and therefore nominations from Halabja must be considered null and void.

q. There was *"a lack of quorum necessary for the validity and regularity"* of the 2017 Referees' Association election, which was held in secret.

r. The nomination of Mr Masoud by Ebril Football Club must be considered null and void because the club's demotion by two divisions was postponed in violation of Article 10(5) of the Iraqi Premier League Competition Regulations.

s. The EAC excluded the candidature of Mr Dakhil.

116. The IFA's response to the Appellants' arguments on the merits may be summarised as follows:

a. The IFA conducted the Election *"strictly on the basis of IFA Statutes and regulations which were applied uniformly and consistently to all candidates who either ran in the elections or attempted unsuccessfully to run"*.

b. Members of the EC and EAC were elected by the IFA Congress on 7 March 2018; no one challenged this decision and it could only have been challenged externally because the IFA Congress is the supreme body of the IFA; it follows that the resolution by which EC and EAC members were elected has become final, binding and has acquired *res judicata* effect by virtue of Article R49 of the Code.

c. The IFA kept FIFA and the AFC informed of its electoral process.

d. The election of members to the EC less than six months before the Election was a mere procedural error and unintentional mistake which is voidable only if challenged within the applicable time limit. The Executive Committee was occupied with other

matters at the time and because its mandate was going to expire after 31 May 2018, it had no choice but to call the Election on that date.

e. There is no evidence that the will of the EC and EAC was unduly influenced by the President, members of the Executive Committee or counsel for the IFA.

f. The EC comprises five active members and two substitutes. The substitutes are not required for the EC to be quorate. Article 7 of the Electoral Code entitles the EC to deliberate, adopt decisions and perform tasks provided that three of its active members are present.

g. The Appellants' assertion that three members of the EC resigned due to external pressures shortly after their appointment is incorrect:

    i. Mr Hassoon resigned from the EC on 28 March 2018 and Mr Farhan did the same one week before the Election.

    ii. Mr Hassoon's resignation from the EC was due to a disagreement with the rest of the EC's members regarding the rules applicable to IFA elections.

    iii. After Mr Hassoon resigned from the EC, he was not replaced and the four remaining active members of the EC proceeded to carry out the tasks of the EC.

    iv. Mr Farhan resigned for strictly personal reasons.

h. It is false that the IFA Executive Committee appointed two new EC members.

i. The composition of the EC does not violate the principle of separation of powers required by the Electoral Code; in particular:

    i. The two individuals alleged by the Appellants to be less than 35 years old are members of the IFA General Secretariat who merely assisted the EC with logistical matters.

    ii. The Electoral Code does not prevent: (i) officials of IFA Members; (ii) IFA officials who are not members of the Executive Committee; or (iii) judicial bodies, from serving on the EC and EAC.

    iii. The IFA is not required to disseminate CVs of candidates for the EC and EAC and IFA regulations do not require all EC and EAC members to have legal training or qualifications. Pursuant to Article 6(1) of the Electoral Code, only one member of the EAC is required to have legal training.

    iv. Mr Masoud is *"well known for his sense of humour and big heart"* and he was only teasing Mr Jassem about having a bachelor degree in law to make the audience enjoy a funny moment.

j. In relation to the 2016 elections of the Regional Associations and the 2017 Referees' Association election:

   i. These are not decisions or resolutions of IFA, but rather decisions or resolutions of IFA members.

   ii. IFA regulations are not *ipso facto* directly applicable to internal matters of IFA members (see Article 1(2) of the Electoral Code).

   iii. The timeline to challenge the validity of these elections has passed.

   iv. These elections took place before the IFA Statutes came into force.

k. A total of 28 candidates submitted their candidatures for the Election, of which 22 were accepted and six were rejected. The IFA regulations impose a shorter time limit than under the Code regarding challenges against the nomination process.

l. Two of the Appellants (Mr Darjal and Mr Al-Zaidi) appealed the rejection of their candidatures to the EAC. Whereas Mr Darjal appealed the EAC's decision to CAS (by way of procedure CAS 2018/A/5719), Mr Al-Zaidi did not appeal against the EAC's decision in relation to his candidature.

m. On 31 May 2018, the IFA Congress elected the President, two Vice-Presidents and nine members of the Executive Committee. The IFA did not hold an election to fill the female position on the Executive Committee and this position remains vacant.

n. On 1 June 2018, the President of FIFA wrote to Mr Masoud congratulating him on his recent re-election and that of his Executive Committee colleagues.

o. The Appellants have not invoked the voting procedure as grounds to annul the Election result, therefore the Decision of Congress of 31 May 2018 cannot be annulled on the ground that it was adopted in violation of voting procedures.

p. Likewise, the Appellants make no allegations with regard to: (i) the counting of votes; (ii) the declaration of results; and (iii) the verification procedure. It follows the Election results are valid insofar as these matters are concerned.

q. The Appellants do not allege fraud that would otherwise cast serious doubt over the results of the Election.

r. In relation to Dr Al-Tameemi:

   i. The IFA did not receive any letters relating to Dr Al-Tameemi's nomination.

   ii. Even if Dr Al-Tameemi's candidate file was concealed (*quod non*) in accordance with Article 12 of the Electoral Code she should have challenged this before

the EC within seven days of 1 April 2018 when she became aware that she was not a candidate for the Election.

iii. Even if Dr Al-Tameemi's exclusion from the Election was unlawful (*quod non*) this would only have ramifications for the election of the female position of the Executive Committee; the fact that no female candidate was elected means that there are no grounds to invalidate the election of the President, Vice-Presidents and members of the Executive Committee.

s. In relation to Mr Darjal:

i. Should the CAS declare that the candidacy of Mr Darjal was valid, this could only have ramifications for the Election result insofar as the position of IFA President is concerned; it would not affect the legitimacy of results relating to the Vice Presidents and nine members of the Executive Committee; declaring the entire electoral process null and void would be disproportionate.

ii. Given the number of votes obtained by Mr Masoud, it is highly unlikely that Mr Darjal would have won.

iii. Mr Darjal is serving two bans preventing him from taking part in football-related activities.

t. Ebril Football Club proposed the candidacy of Mr Khalaf, not that of Mr Masoud.

u. By virtue of Article 10(5) of the Iraqi Premier League Regulations and Article 14(4) of the IFA Statutes, Ebril Football Club was still part of the Premier Division insofar as the elective Congress of 31 May 2018 is concerned.

v. Halabja is a governorate and it was admitted to the IFA in 2015, therefore the Appellants are time-barred from challenging the legality of its membership.

w. Insofar as Mr Dakhil is concerned, he is not a party to these proceedings and it is inappropriate to discuss his situation.

117. In further written observations of 20 May 2019, the Appellants allege that:

a. There is no reference to the admission of Halabja in the 2015 minutes of the IFA Congress.

b. Contrary to the IFA's assertion that Ebril Football Club did not nominate Mr Masoud, EC Decision No.1 of 1 April 2018 states that Ebril Football Club nominated Mr Masoud by letter dated 3 February 2018.

118. In response to the Appellants' further observations of 20 May 2019, the IFA argues that:

a. The Appellants are wrong to say that there was no reference to Halabja in the minutes of the 2015 IFA Congress; those minutes refer to amendments relating to the IFA Statutes that were necessary for the admission of Halabja.

b. The Appellants have failed to distinguish between the IFA Statutes and the IFA Rules Governing the Appointment of Delegates for IFA Congress and the Nomination of Candidates for IFA Elections (the "IFA Rules"). Whereas Ebril Football Club provided Mr Masoud with an affiliation letter in accordance with Article 3(1) of the IFA Rules, it provided a declaration of support to Mr Khalaf in accordance with Article 32(2) of the IFA Statutes.

c. Mr Masoud passed an integrity check conducted by the AFC.

D. Requests for relief

119. As to the Appellant's motions for relief, paragraph 120 of the Appeal Brief requests the CAS to:

"(iii) Uphold the appeal;

(iv) Declare the irregularity of the entire IFA Electoral Process;

(v) Invalidate the results of the irregularly held IFA Elections;

(vi) Order Respondent to reschedule the IFA Elections in due course;

(vii) Order Respondent to bear the costs of the present proceedings and to contribute to the Appellants' legal expenses".

120. The IFA's request for relief is set out in paragraph 433 of the Answer as follows:

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

1) deciding the issues of jurisdiction and standing to sue by a way of a preliminary award;

2) holding that it has no jurisdiction to hear the present appeal;

3) declaring the present appeal inadmissible;

4) rejecting the appeal; and

5) for the effect of the above, condemn the Appellants 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

121. 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".*

122. In the present case, the jurisdiction of CAS derives from Articles 62 and 63 of the IFA Statutes, which provide as follows:

> *"**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".*

A. Conclusion on the issue of jurisdiction

123. In the view of the Sole Arbitrator, there is in this case a legal dispute between the parties that may be characterised as a *"Dispute in the Association"* within the meaning of Article 62(1). By virtue of Article 63(1), recourse may only be made to the CAS after all internal IFA channels have been exhausted.

124. To determine whether the CAS is properly seized of this matter, it is necessary to answer the following three questions:

a. Is the 4 June Letter an authentic IFA document?

b. Does the 4 June Letter provide a legal basis for the Appellants to file an appeal in relation to the results of the Election?

c. Does the 24 June Letter amount to a decision that can be challenged before the CAS?

a. Is the 4 June Letter an authentic IFA document?

125. The Appellants argue that they submitted their internal appeal to the *"Chairman of the Appeals Committee"* in reliance on the 4 June Letter. According to a translation provided by the Appellants, that letter provides as follows:

> *"No. 7/1107*
>
> *Date: 04/06/2018*
>
> *To/ Members of Iraq Football Association*
>
> *Subject/ Elections of Board of Directors of Iraq Football Association – Appeal Submission*
>
> *The Appeal Committee announces that it permits the submission of appeals submitted regarding the results of the elections of Iraq Football Association from 05/06/2018 to the end of the official working hours on Tuesday 12/06/2018. For information of Members of Iraq Football Association.*
>
> *Best regards*
>
> *Dr. Sabah Reda Jabr*
>
> *Secretary General".*

126. Throughout these proceedings, the IFA has maintained that the 4 June Letter is *"fake"* and that it was circulated on social media *"as a joke"*.

127. The IFA submitted a statement of the IFA Secretary General, Dr Jebur, who is the alleged author of the 4 June Letter. He states *inter alia* that he did not sign the 4 June Letter and the reference number *"7/1107"* at the top *"refers to another subject and had been sent to different addressee"*.

128. The IFA also submitted a witness statement of Mr Al-Musawi, the manager of the IFA International Relations Department, in which he states that he did not post the 4 June Letter on the IFA homepage, nor did he send such a letter to any person.

129. At the hearing, Mr Al-Musawi stated that he first saw the 4 June Letter at the time he prepared his witness statement. When asked about the functions of the IFA Secretary General, he said that Dr Jebur *"is running all the procedures for the Association"*.

130. Mr Al-Musawi was shown a video filed by the Appellants which was posted online to a Facebook page (the "video"). The video depicts a man delivering a short statement in Arabic.

Mr Al-Musawi identified the man in the video as Mr Al Zubaidi, who is said by the IFA to be a member of the *"IFA Appeal Committee"*.

131. The Appellants submitted a transcript of Mr Al Zubaidi's statement in English. Counsel for the IFA disputed the accuracy of the translation, and invited the Tribunal to adopt the translation of Mr Al Zubaidi's statement as provided by the Appellants' translator at the hearing, which is as follows:

> *"In the name of God the merciful. After adoption of the results of the elections the door for appeal will be open for a week because there has been appeals and they will be looked at for a week so that can be presented officially and it will be presented to FIFA for ratification".*

132. Mr Al-Musawi stated that he had never seen the video before the hearing and that the Facebook webpage on which it appeared was not an official Facebook page of the IFA.

133. Mr Alkharasani also gave evidence at the hearing. He is the Media manager of the IFA and held this role at the time of the Election. Mr Alkharasani was shown the video, and directly contradicted Mr Al-Musawi, stating that:

a. He first saw the video at the time of the Election;

b. There could be no doubt that it set out an official statement, because Mr Al Zubaidi delivered the statement at the IFA headquarters and was standing in front of an IFA logo; and

c. The video was posted to an IFA Facebook webpage which was set up during a period when the Executive Committee had temporarily shut down the official website.

134. When asked about the content of Mr Al Zubaidi's statement, Mr Alkharasani said that it was *"basically the same"* as what is stated in the 4 June Letter.

135. There is some confusion in the pleadings and parties' evidence as to the precise identity of the Committee to which the internal appeal was submitted. The 4 June Letter and the 24 June Letter refer to the *"Appeal Committee"* and *"Appeals Committee"* respectively. However, it is not specified whether these are references to the EAC or to the separate IFA Appeal Committee which, under the terms of Article 60 of the IFA Statutes, receives appeals against the IFA Disciplinary Committee. The Appellants' internal appeal is addressed to the *"Chairman of the Appeals Committee for the elections of the Iraqi Football Federation"*. Again, it is not specified if this is a reference to the Chairman of the EAC, or the IFA Appeals Committee. Given the nature of appeals referred to in the 4 June Letter, Mr Al Zubaidi's statement, the Appellants' internal appeal and the 24 June Letter (*i.e.* appeals relating to the Election) the Sole Arbitrator concludes on the basis of the evidence before him that the terms *"Appeal Committee"* and *"Appeals Committee"* are properly to be interpreted as references to the EAC.

136. It is of note that Dr Jebur – the alleged author of the 4 June Letter – did not attend the hearing. Counsel for the IFA submitted that Dr Jebur's non-appearance was due to ongoing criminal proceedings in Iraq. The Appellants invited the Tribunal to draw an adverse inference from

Dr Jebur's non-appearance and to accord less evidential weight to his witness statement because the Appellants did not have the opportunity to test Dr Jebur's statement by way of cross-examination.

137. The Sole Arbitrator has accorded less evidential weight to the witness statement of Dr Jebur. Without expressing a view on the reason why Dr Jebur did not attend the hearing, there are certain elements of his statement that could have been supported by further evidence. For instance, the IFA did not make available to the Tribunal the other letter referred to in Dr Jebur's statement, one that allegedly bears the same reference number as the 4 June Letter and *"refers to another subject and had been sent to different addressee"*.

138. As to the evidence of Mr Al-Musawi, he was unable to provide any real assistance to the Tribunal in relation to the points raised in Dr Jebur's witness statement. His testimony was largely limited to denying knowledge of, or involvement with, the 4 June Letter. In contrast, Mr Alkharasani gave cogent and credible evidence which in effect confirmed that at the time of the Election, Mr Al Zubaidi made a statement at the IFA headquarters in a manner that was broadly consistent with the content of the 4 June Letter.

139. In coming to a view on the authenticity of the 4 June Letter, the Sole Arbitrator considers that the video is of considerable significance. It shows an alleged member of the IFA Appeal Committee making a statement, later posted on a public Facebook webpage of the IFA, to the effect that following the Election *"the door for appeal will be open for a week"* and that appeals *"will be looked at"*. The content of the 4 June Letter largely replicates what was said by Mr Al Zubaidi in the video.

140. Having regard to the totality of the evidence submitted by the parties, in particular the persuasive evidence of Mr Alkharasani, the Sole Arbitrator is satisfied that the 4 June Letter is more likely than not an authentic document. In reaching this conclusion, the Sole Arbitrator notes that even if the 4 June Letter had been *"fake"* as alleged by the IFA, the Appellants would equally have been able to rely on Mr Al Zubaidi's oral statement as a basis for submitting their internal appeal to the EAC.

b. Does the 4 June Letter provide a legal basis for the Appellants to file an appeal in relation to the results of the Election?

141. As explained in paragraphs 19-23 above, the parties – somewhat unhelpfully – rely on two competing versions of the Electoral Code. However, the Sole Arbitrator has not been required to choose one version over the other because, insofar as it has been necessary to interpret and apply the Electoral Code, both versions make clear that:

a. The EC and EAC are tasked with organising and supervising IFA election processes and making decisions regarding those elections (Article 3(2));

b. The EC has primary responsibility with regard to organising, supervising and decision-making in relation to IFA elections (Article 3(2));

c. The EC is a first instance body whereas the EAC is a second instance body charged with hearing appeals lodged against EC decisions (Articles 3(1) and 12(1));

d. The duties of the EC include taking decisions on the validity of ballot papers and voting procedures (Articles 15(1)(a) and (d)); and

e. Decisions of the EAC are final and binding (Article 12(4)).

142. The Electoral Code provides for a two-tier dispute settlement mechanism. At first instance, the EC has primary responsibility with regard to supervising and making decisions relating to the procedure and validity of IFA elections. At second instance, the EAC is vested with the power to hear appeals against the decisions of the EC.

143. It is a well-established general principle of law that estoppel protects the legitimate expectation of a person who places reliance upon a representation made by another person. The Appellants were encouraged to file an appeal to the EAC, thus bypassing the first stage of internal dispute settlement mechanisms. The 4 June Letter is signed by the IFA Secretary General who, by virtue of Articles 55 and 56 of the IFA Statutes, is responsible for *inter alia* directing all administrative work of the IFA and implementing decisions of the IFA Congress and Executive Committee. In these circumstances, a letter signed by the Secretary General stating that the EAC permits the submission of appeals regarding the results of the Election may be treated as a representation which can give rise to a legitimate expectation that its terms will be respected. The Appellants having placed reliance on the representation, the IFA is estopped from denying the Appellants the opportunity to appeal against the results of the Election as provided for in the 4 June Letter and Mr Al Zubaidi's oral statement. As the Appellants have pointed out, direct recourse to the EAC was not in their interests. By relying on the 4 June Letter, they were deprived of an additional layer of appeal that would otherwise have been available to them.

144. Further, the Sole Arbitrator is not persuaded by the IFA's arguments that: (i) the 4 June Letter was only directed to IFA Members and not to the Appellants; (ii) Mr Al Zubaidi was merely referring to the appeal process before the EC; and (iii) the Appellants cannot challenge the results of the Election because these were ratified by a resolution of the IFA Congress, which is the supreme body of the IFA. The Sole Arbitrator observes that:

a. Whereas the 4 June Letter appears to be addressed to Members of the IFA, Mr Al Zubaidi's statement was posted on a website accessible to members of the general public. Moreover, the actual terms of the 4 June Letter and Mr Al Zubaidi's statement are not qualified so as to limit the right of appeal to IFA Members.

b. Second, Mr Al Zubaidi, allegedly a member of the IFA Appeal Committee, makes no stipulation in his oral statement as to the body to which appeals must be sent. The Sole Arbitrator therefore determines that Mr Al Zubaidi was not referring to an appeal before the EC.

c. Third, the Appellants' internal appeal includes allegations concerning *inter alia*: (i) the nomination of candidates; (ii) the concealment of Dr Al-Tameemi's candidate file; (iii) the formation and composition of the EC; and (iv) undue pressure exerted on the EC and EAC by the IFA President, Executive Committee members and counsel for the IFA. These are all matters that may be subject to challenge under the Electoral Code and were in fact challenged by the Appellants by way of their internal appeal. Moreover, the ratification of the Election results by the IFA Congress does not have the effect of rendering the whole electoral process immune from legal challenge.

145. It follows from all the above considerations that the 4 June Letter does provide a legal basis for the Appellants to file an appeal in relation to the results of the Election, and such an appeal falls squarely within the scope of the Sole Arbitrator's review.

c. Does the 24 June Letter amount to a decision that can be challenged before the CAS?

146. According to the Appellants, their internal appeal was filed on 7 June 2018 (*i.e.* 5 days before the expiry of the time limit provided for in the 4 June Letter). Upon receiving no response from the IFA, the Appellants sent a follow-up letter on 19 June 2018 enquiring as to the status of their appeal. Five days later, the IFA sent the Appellants the 24 June Letter. The Appellants' English translation of the 24 June Letter is as follows:

> *"We are writing to you in reference of your non-dated letter submitted by Mr. ADNAN DIRJAL which did not include your correspondence address, and your letter dated June 19, 2018, to which we paid our full attention.*
>
> *We have noted that your above-mentioned letters contain comments regarding the electoral process that took place on May 31, 2018, and that you ask us to submit them to the Appeal Committee for review and taking the necessary decisions.*
>
> *In this regard, we would like to draw your attention to Article 12 of the Electoral Rules, which states that 'The Appeals Committee is a competent authority to consider appeals against the decisions of the Elections Committee that are submitted within 7 days of the issuance of these decisions.'*
>
> *Since your above-mentions correspondences do not contain any appeal against decisions issued by the Election Commission, we are sorry to inform you that we cannot submit your request to the Appeals Committee.*
>
> *In conclusion, we would like to clarify that the contents of this letter are general information that are unbiased in favour of any decision that may be taken by an authority competent in this subject or in similar subjects in the future.*
>
> *We thank you in advance for understanding what has been stated above. We are pleased to be at your disposal in case you need any help or information in this regard.*
>
> *Dr. Sabah Reda Jabr*
> *Secretary General".*

147. The Appellants have pointed out that the timing of the 24 June Letter was such that they were out of time to submit an appeal to the EC within the terms of the Electoral Code. The Sole Arbitrator is not persuaded by the IFA's argument that it was unable to respond to the Appellants' internal appeal because of a lack of contact information. While the Appellants' internal appeal did not contain contact information, most of the Appellants stood as candidates in the Election and some are prominent former professional footballers who are well known to the IFA.

148. The course of action adopted by the IFA – the promulgation of the 4 June Letter and Mr Al Zubaidi's statement followed by two weeks of silence after receipt of the Appellants' internal appeal – resulted in the Appellants losing the opportunity to challenge the Election by way of internal IFA channels. It follows that the requirement of Article 63(1) of the IFA Statutes, mirrored in Article R47 of the Code (*i.e.* prior exhaustion of all legal remedies) has been fulfilled.

149. By way of the 24 June letter, the Appellants were informed that the IFA would not submit their appeal to the EAC in accordance with the terms of the 4 June Letter and Mr Al Zubaidi's oral statement. This plainly amounts to a clear and unequivocal decision of the IFA affecting the legal rights of the Appellants.

150. Having regard to all these considerations, the Sole Arbitrator concludes that the CAS has jurisdiction to resolve the dispute between the parties.

VI. ADMISSIBILITY

151. 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 his decision after considering any submission made by the other parties".*

152. Article R51 of the Code provides that:

> *"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

153. The Appellants' Statement of Appeal was filed on 10 July 2018 in compliance with the requirements of Article R47 of the Code.

154. On 26 July 2018, the Appellants duly filed the Appeal Brief in accordance with Article R51 of the Code (bearing in mind the brief suspension of the applicable time limit set out in paragraphs 30-31 above).

155. By way of this appeal, the Appellants challenge the IFA's decision contained in the 24 June Letter. It is observed that there are no alternative legal remedies available to the Appellants under the IFA Statutes and other applicable rules and regulations. In these circumstances, and as noted in paragraph 148 above, the requirement under Article R47 of the Code to exhaust all legal remedies is satisfied.

156. As to the Appellants' standing to bring this appeal against the IFA, six of the Appellants (Mr Alsaegh, Mr Bahralellum, Mr Kinani, Mr Ali, Mr Majeed and Mr Khalaf) stood as candidates in the Election. It follows that these individuals have a legal interest in the proper organisation and supervision of the Election in accordance with the IFA Statutes and the Electoral Code, and were directly affected by the 24 June Letter.

157. Three of the Appellants (Mr Darjal, Mr Al-Zaidi and Dr Al-Tameemi) submitted their candidatures for the Election but, for varying reasons, were not able to stand as candidates:

a. With regard to Mr Darjal, he has filed a separate appeal challenging the decision of the EC, later affirmed by the EAC, by which his candidacy was rejected on the basis that he allegedly failed to meet the conditions set out in Article 33(2) of the IFA Statutes (CAS 2018/A/5719). However, this does not of itself preclude Mr Darjal from availing himself of the appeal procedure described in the 4 June Letter and Mr Al Zubaidi's statement to challenge the results of the Election.

b. As to Mr Al-Zaidi, the IFA submits that he appealed his exclusion from the Election in the Rusafa First Instance Court and reached a settlement with the IFA by which he waived his right to challenge the electoral process. However, this submission is mere assertion and not supported by evidence.

c. In relation to Dr Al-Tameemi, there is documentary evidence in the form of three letters from the Air Force Club (described in paragraph 185 below) which suggests that she did submit her candidacy to the IFA. Whereas Dr Al-Tameemi did not avail herself of the internal IFA procedures to challenge her exclusion from the Election, she also alleges that the IFA failed to elect any women to the Executive Committee in contravention of Article 33(1) of the IFA Statutes.

158. All three of these Appellants (Mr Darjal, Mr Al-Zaidi and Dr Al-Tameemi) sought to, and for various reasons were prevented from, running as candidates in the Election. It follows that these three individuals also have a legal interest in the proper organisation and supervision of

the Election in accordance with the IFA Statutes and the Electoral Code, and were directly affected by the 24 June Letter.

159. In relation to Mr Essa, it is stated in the Appeal Brief that he is a former professional footballer who *"was unable to run in the Elections due to misinterpretation of the [IFA] statutes"*. At the hearing, the Sole Arbitrator heard a short oral statement from Mr Essa during which he said that he presented his candidacy to the IFA Secretary General but was told his documentation was incomplete and therefore his candidature was rejected.

160. At the hearing, counsel for the IFA objected to the Sole Arbitrator hearing oral evidence from the Appellants on the basis that they had not filed witness statements. Accordingly, the Sole Arbitrator ruled that the Appellants were not permitted to give oral evidence because the IFA would not have the opportunity to properly challenge their evidence. Therefore, no questions were put to the Appellants by counsel (except for Mr Darjal in relation to the separate procedure CAS 2018/A/5876). However, the Appellants were permitted to make short statements to introduce themselves and explain why they were bringing this appeal. For the avoidance of doubt, the Sole Arbitrator has treated the Appellants' oral statements as submissions and not as evidence.

161. It follows that there is no evidence before the Tribunal that Mr Essa sought to run as a candidate in the Election. Likewise, there is no evidence that Mr Abdullah put himself forward as an electoral candidate. Further, Mr Abdullah is the Chairman of the Al Alam Club and, by virtue of Article 12(1) of the IFA Statutes, voting rights are conferred only on Members of the IFA.

162. The Sole Arbitration therefore concludes that:

a. The present procedure is admissible in relation to the nine Appellants that have standing to bring this appeal against the IFA (Mr Ali, Mr Alsaegh, Dr Al-Tameemi, Mr Bahralellum, Mr Darjal, Mr Khalaf, Mr Kinani, Mr Majeed and Mr Al-Zaidi); and

b. Mr Essa and Mr Abdullah were not directly aggrieved by the 24 June Letter and do not have the requisite standing to bring proceedings against the IFA in relation to the Election.

VII. APPLICABLE LAW

163. Article R58 of the Code provides 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"*.

164. The *"applicable regulations"* in this case are primarily the IFA Statutes adopted at the IFA Congress in Baghdad on 20 May 2017 and, by virtue of Article 26(2) of the IFA Statutes, the Electoral Code.

165. There is no express choice of law in the IFA Statutes. The Sole Arbitrator therefore finds that Swiss law is subsidiarily applicable to the dispute. In accordance with the Private International Law Act (PILA), which applies in these proceedings, mandatory provisions of Iraqi law that govern the status and organisation of the IFA may also be taken into account on the basis that the IFA has been established pursuant to the laws of Iraq and is registered in Baghdad.

VIII. MERITS

A. Witness evidence

166. At the hearing, the Sole Arbitrator heard oral evidence in relation to the merits of this appeal from four witnesses called by the Appellants.

167. Three of the Appellants' witnesses, Mr Zamil, Mr Awwad and Mr Elias (who all appeared by video link) did not take the Appellants' case much further than the written submissions.

a. Mr Zamil stated that his candidature for the Election had been rejected. However, Mr Zamil did not adduce evidence to substantiate the Appellants' allegations of electoral impropriety.

b. Mr Awwad spoke of events that occurred during the election of the Diyala Regional Association and Mr Elias testified about matters pertaining to the Referees' Association. In the view of the Sole Arbitrator, these testimonies do not have a significant bearing on the subject matter of this appeal.

168. In contrast, Mr Hassoon, a former member of the EC, provided a witness statement and gave persuasive oral evidence on matters that go to the heart of this appeal. In his witness statement, Mr Hassoon alleges various irregularities in the IFA electoral process and violations of the Electoral Code including that: (i) the EC was established less than six months before the Election; (ii) some members of the EC did not meet the membership requirements enshrined in the Electoral Code; and (iii) the EC was prevented from running criminal background checks on electoral candidates as required by Articles 20(8) and 33(4) of the IFA Statutes. Mr Hassoon's witness statement further provides that:

> *"… some of the employees of the IFA started interfering in all aspects of the supervisory committee, and the counsel to the IFA's President, Dr. Nezar Ahmed, started giving his instructions to the committee members, and prevent the committee from implementing its basic right which is the interpretation of the Statute for implementing it. After the closing of the nomination stage on Mar 25th, 2018, all the candidates' files were sent to Mr. Nezar Ahmed, who sent a letter to the committee instructing them about the steps to be followed and the candidates who are to be excluded, even though, it has been less than 24 hours from the closing date, which proves that all files were being sent to the counsel of the IFA's President, Dr. Nezar Ahmed, resulting in the committee losing its independency and being unbiased".*

169. In his witness statement, Mr Hassoon also states that he resigned from the EC as a result of these irregularities, violations and interferences.

170. Under cross-examination, Mr Hassoon stated that Article 5(1) of the Electoral Code requires that members of the EC should be elected at least six months before the elective Congress at which the Executive Committee is elected. The main objective of this rule is to ensure that IFA elections are independently supervised and meet a high standard of integrity. Mr Hassoon said that at the beginning of his work he was informed that the EC is an independent body that bears no relationship with the members of the Executive Committee or those working within the IFA. This is to ensure that no doubts or question marks can be raised in relation to IFA elections.

171. In answer to a question from the Sole Arbitrator, Mr Hassoon stated that there had been a number of interferences with the work of the EC. Some of those working at the IFA tried to impose their personal opinions and prevent the EC from carrying out its mandate. For example, on one occasion an individual informed the EC that it was not possible for Mr Darjal to be nominated for the IFA Presidency on the purported basis that he is not a citizen of Iraq. However, when EC referred to the definition of citizenship under Iraqi law it was determined that it is possible for a citizen of Iraq to have a second nationality. The EC also issued a decision that the period of nomination should be extended for two days while preserving all other deadlines because of roadblocks caused by a three-day religious festivity. The IFA President objected to the EC's decision and cancelled it.

172. Mr Hassoon also alleged that counsel for the IFA issued recommendations and instructions to the EC, including a five-page document that contained a decision not to allow Mr Darjal to stand as a candidate in the Election and to refuse his nomination. Mr Hassoon said that he was told to abide by these instructions. Mr Hassoon also said that he believed counsel for the IFA had reviewed the files of electoral candidates.

173. Mr Hassoon further stated that on 27 March 2018 he was summoned to the office of Mr Waleed who was involved in the IFA's communications, and was told that he must abide by the recommendations of counsel for the IFA. Mr Hassoon said that he objected because no one should be allowed to interfere with the work of the EC and especially not counsel for the IFA, because he was also a legal consultant to Mr Masoud, who at the time was the only person nominated to run for President of the IFA. Mr Hassoon said that the EC could not respect itself if it accepted advice from a legal advisor of one of the nominees.

174. When asked by Sole Arbitrator why Mr Darjal's candidacy was rejected, Mr Hassoon said he thought this was so that Mr Masoud would be the only candidate for President of the IFA Executive Committee, thus securing for himself a second term.

175. Thereafter, counsel for the IFA continued with his cross-examination of Mr Hassoon. The IFA's counsel put it to Mr Hassoon – with limited success – that it would have been difficult for electoral candidate files comprising approximately 250 pages to be scanned and sent to counsel for the IFA at short notice, and that counsel for the IFA would have had insufficient time to review those files.

176. Finally, during re-examination by counsel for the Appellants, Mr Hassoon said that he believed there was a violation in the dossier of Mr Masoud because it contained a nomination letter from Ebril Football Club dated 2 October 2017. This was before the IFA Congress opened the door to the Election. Mr Hassoon said that this was contrary to the principle of equal opportunity. When asked about Mr Darjal's dossier, Mr Hassoon said that in his opinion Mr Darjal met all of the requirements to stand as a candidate for President of the IFA Executive Committee.

B. Conclusion on the Merits

177. The Appellants' claim encompasses a great number of allegations pertaining to the electoral process underpinning the Election. The Sole Arbitrator notes that some of these allegations are made by way of mere assertion and not adequately supported by documentary evidence or witness testimony. The task of the Sole Arbitrator has been made significantly more difficult by the failure of the Appellants to file witness statements and the persistence of counsel on both sides in repeatedly seeking to submit unsolicited written pleadings and additional exhibits, a practise that continued long after the close of the hearing on 31 May 2019.

178. Nevertheless, the Sole Arbitrator is satisfied that the Tribunal has before it ample evidence to allow him to conclude without any doubt that the Election was not carried out in accordance with the IFA Statutes and the Electoral Code.

179. The evidence of Mr Hassoon, who the Sole Arbitrator considers to be a truthful and reliable witness, lays bare a number of significant irregularities and violations of fundamental substantive obligations enshrined in the IFA Statutes and Electoral Code.

180. It is accepted by the IFA that members of the EC were elected on 7 March 2018. This is less than three months before the Election and a clear violation of the requirements of Article 5(1) of the Electoral Code which provides for a six-month period:

> *"The members of the electoral committee are elected by the IFA Congress, in accordance with the provisions of the IFA Electoral Code, for a term of four years at the final ordinary Congress before the elective Congress at the occasion of which the IFA Executive Committee is elected. The ordinary Congress at which the electoral Committee is elected shall take place at least six months before the elective Congress at which the Executive Committee is elected".*

181. The Sole Arbitrator does not accept the IFA's submission that the belated constitution of the EC was a procedural oversight. As explained by Mr Hassoon, the six-month requirement is not a mere formality. By virtue of Articles 3 and 4 of the Electoral Code, the EC has primary responsibility for the organisation, running and supervision of the elective IFA Congress. This includes, according to the IFA's version of the Electoral Code:

> *"b) strictly enforcing the IFA Electoral Code;*
>
> *c) strictly enforcing the statutory deadlines for elections;*

[…]

f) the candidature procedure (launch, distribution of information, evaluation, publication of official candidates, etc.);

[…]

h) verifying the identity of the voters under the supervision of the bailiff appointed for this purpose (if applicable);

i) the voting procedure;

j) all other tasks necessary to ensure the smooth running of the electoral process".

182. Article 26(2) of IFA Statutes provides without ambiguity that *"Elections of the IFA, of Members of IFA and of members of Members of the IFA shall be conducted in accordance with the Electoral Code of IFA"*. Thus, a failure to comply with the Electoral Code amounts to a violation of the IFA Statutes.

183. Of even greater concern is Mr Hassoon's testimony on the widespread interference with the work of the EC, which was not countered by the Respondent. Such interference as he described, which the Sole Arbitrator considers to have been established, plainly undermines the democratic principles enshrined in Article 2(1) of the Electoral Code.

184. At the hearing, the Sole Arbitrator also heard a compelling oral statement from Dr Al-Tameemi, in the course of which it was submitted that:

a. Dr Al-Tameemi presented her nomination for the Election on the basis that Article 33(1) of the IFA Statutes provides that at least one member of the Executive Committee should be female.

b. On 25 March 2018, which was the last day for nominations, she presented her candidacy and supporting documents to the IFA Secretary General but he refused to accept it.

c. After consulting with the President and Vice President of the EC, Dr Al-Tameemi returned to the IFA Secretary General, who accepted her documents but said that he would need to consult with FIFA.

d. The Secretary General refused to give Dr Al-Tameemi a receipt for her candidacy file and said that she would receive a phone call within two days.

e. Dr Al-Tameemi did not receive a phone call from the IFA and when the lists of candidates were released, her name was not on the list of accepted candidates and also not on the list of rejected candidates.

f. Following the Election there was no female member elected to the Executive Committee.

185. Whereas Dr Al-Tameemi's statement has not been treated as evidence for the reasons explained in paragraph 160 above, there is support for her submissions in documentary evidence before the Tribunal, including:

a. A letter dated 25 March 2018 sent to the IFA from the Air Force Club confirming that Dr Al-Tameemi was its nominee for the *"women quota in the IFA elections"*;

b. A letter dated 3 April 2018 sent to the IFA from the Air Force Club enquiring as to the status of Dr Al-Tameemi's nomination; and

c. A further letter dated 5 May 2018 sent to the IFA from the Air Force Club again enquiring as to the status of Dr Al-Tameemi's nomination.

186. Article 33(1) of the IFA Statutes provides that: *"The Executive Committee consists of 13 members, of which at least one is female"*. It is not open to the IFA to decide not to hold an election for female candidates of the Executive Committee. The mandatory terms of Article 33(1) make clear that at least one member of the Executive Committee must be a woman. The Sole Arbitrator has before him compelling evidence that at least one woman put herself forward as a candidate, but her candidacy was excluded. It was incumbent on the IFA to put Dr Al-Tameemi's file before the EC so that it could come to a view as to the validity of her candidature. The failure to do so – evident by the lack of Dr Al-Tameemi's name on both the list of accepted and rejected candidates – amounts to an improper interference with the functioning of the IFA electoral process.

187. The Sole Arbitrator does not accept the IFA's submission that he cannot consider Dr Al-Tameemi's candidature because she failed to file a timely appeal before the EC. The decision challenged by Dr Al-Tameemi in these proceedings is the 24 June Letter by which the IFA refused to submit the Appellants' internal appeal (which encompassed the disappearance of her file) to the EAC as provided for in the 4 June Letter and Mr Al Zubaidi's oral statement. The alleged disappearance of her file meant that no decision could be taken by the EC or the EAC in relation to her candidature.

188. The IFA's (i) failure put Dr Al-Tameemi's candidature before the EC; (ii) failure to properly establish the EC in accordance with Article 5(1) of the Electoral Code, and in particular (iii) the widespread interference with the work of the EC by IFA officials, employees and consultants, amount to serious breaches of fundamental provisions of the IFA Statutes and Electoral Code that go to the heart of the electoral process. These are not mere procedural flaws; they are infringements of mandatory substantive rules governing the proper and effective functioning of the IFA and its electoral process. In such circumstances, it is not possible to consider that the election process that was conducted was free and fair, as required.

189. For these reasons, the Sole Arbitrator finds that the election of the IFA Executive Committee held on 31 May 2018 is invalid, null and void.

190. It follows that the Appellants' motion for relief in relation to the rescheduling of elections is to be granted. As a result of the invalidation of the Election, the IFA is required to reschedule an election of the whole of the Executive Committee as rapidly as possible and in full conformance with the IFA Statutes, Electoral Code and all other applicable rules and regulations.

191. Having determined that the Election is invalid, null and void, the Sole Arbitrator is not required to make a determination in relation to other allegations of the Appellants including *inter alia*:

a. the validity of the Appellants' nominations and candidatures;

b. the composition of the EC and EAC;

c. the validity of the 2016 elections of the Regional Associations and the 2017 election of the Referees' Association; and

d. the membership status of Halabja.

192. By way of conclusion, the Sole Arbitrator makes two final observations. First, it is a matter of concern that the IFA was represented in these proceedings (until 2 September 2020) by an individual against whom a number of serious allegations were made by the Appellants. This had the effect of blurring the distinction between the role of counsel and that of witness. The IFA would undoubtedly have been better served by retaining the services of a legal counsel who was not so inextricably linked with the acts of grave impropriety alleged by the Appellants.

193. Second, throughout this arbitration the Appellants and the IFA have 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 Appellants' 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 CAS has jurisdiction to determine this appeal.

2. Nashat Akram Adib Ali Ali Essa and Jawad Najm Abdullah Abdullah do not have standing to bring this appeal against the Iraq Football Association.

3. Nozad Qader Ali Ali, Mohammedjawad Ahmed Salih Alsaegh, Rasha Talib Dheyab Al-Tameemi, Firas Nuri Abdulaa Bahralellum, Adnan Darjal Motar Al-Robiye, Younus Mahmood Khalaf Khalaf, Alla Kadhim Jebur Kinani, Sherzad Kareem Majeed Majeed and Waleed Hameed Shinab Al-Zaidi have standing to bring this appeal against the Iraq Football Association.

4. The appeal filed by Nozad Qader Ali Ali, Mohammedjawad Ahmed Salih Alsaegh, Rasha Talib Dheyab Al-Tameemi, Firas Nuri Abdulaa Bahralellum, Adnan Darjal Motar Al-Robiye, Younus Mahmood Khalaf Khalaf, Alla Kadhim Jebur Kinani, Sherzad Kareem Majeed Majeed and Waleed Hameed Shinab against the Iraq Football Association is upheld.

5. The election of the Iraq Football Association Executive Committee held on 31 May 2018 is invalid, null and void.

6. The Iraq Football Association 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.

7. (…).

8. (…).

9. All further and other claims for relief are dismissed.