



Arbitration CAS 2021/A/8308 Christian Pougá v. Fédération Internationale de Football Association (FIFA), award of 7 June 2022

Panel: Prof. Luigi Fumagalli (Italy), Sole Arbitrator

Football

Disciplinary sanction for failure to comply with a FIFA decision

Player standing to contest FIFA's refusal to provide the grounds of a decision

Player right to request FIFA to provide the grounds of a decision

Statutory methods of interpretation under Swiss law

Player's ability to obtain a sanction

1. A player has standing to appeal a decision of the FIFA Disciplinary Committee (FIFA DC) denying him the right to obtain the grounds for an initial decision dismissing all charges against a club, which he believes to be the sporting successor to his former club and, therefore, his debtor. He has the right to challenge any determination in that respect, since his rights are directly affected.
2. The player is also entitled to obtain the grounds for the FIFA DC's initial decision, regardless of his quality as a party and interest worth of protection in those proceedings. This stems from the legal analysis of Article 15 of the FIFA Disciplinary Code (FDC), which governs the lack of compliance with a decision.
3. In light of the statutory methods of interpretation under Swiss law, there is no doubt that the language, structure, purpose and drafting history of Article 15 FDC amount to grant a player, in his quality of creditor, or any other affected party, the right to be notified of the final outcome of the disciplinary proceedings, including its grounds. Beyond any legal arguments, this interpretation is also conclusive, as it prevents such player from having to make various assumptions as to why the procedure that he himself initiated was terminated.
4. If the decision appealed against only concerns the right of a player to obtain the grounds of an initial decision, any determination regarding the player's right to obtain a sanction against his former club or sporting successor is prevented by (a) the fact that the object of the arbitration is delimited by the scope of the appealed decision, and (b) the absence of the former club or sporting successor to the proceedings.

I. INTRODUCTION

1. This appeal is brought by Mr Christian Pouga (“Mr Pouga” or the “Appellant” or the “Player”) against the *Fédération Internationale de Football Association* (“FIFA” or the “Respondent”). It aims to challenge FIFA Disciplinary Committee’s refusal of 31 August 2021 to provide the grounds of the decision passed on 26 August 2021, notified on 30 August 2021, which dismissed charges against the Romanian club, CS Sporting Juniorul Vaslui (“Sporting Vaslui”).

II. PARTIES

A. The Appellant

2. The Appellant, Mr Pouga, is a professional football player of Cameroonian nationality.

B. The Respondent

3. The Respondent, FIFA, is the international governing body of football at worldwide level, headquartered in Zurich, Switzerland.

III. FACTUAL BACKGROUND

4. Below is a short summary of the relevant facts and allegations based on the Parties’ written and oral submissions and evidence. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.
5. On 9 August 2010, the Player and Sporting Club S.A. Vaslui (“SC Vaslui”) entered into an employment contract (the “Employment Contract”) valid as of the date of its signature until 30 June 2013.
6. On 10 June 2011, the Player unilaterally terminated the Employment Contract for an alleged just cause.
7. On 13 June 2011, the Player lodged a claim with the FIFA Dispute Resolution Chamber (the “FIFA DRC”) against SC Vaslui for outstanding remuneration in the amount of EUR 33,073 and compensation for breach of contract in the amount of EUR 356,111. SC Vaslui opposed the Player’s claim and filed a counterclaim.
8. On 12 March 2015, the FIFA DRC rendered the operative part of its decision (the “FIFA DRC’s Decision”) as follows:

“1. The claim of the Claimant/Counter-Respondent 1, Christian Pouga, is partially accepted.

2. *The counterclaim of the Respondent/Counter-Claimant, Sporting Club S.A. Vaslui, is rejected.*
 3. *The Respondent/Counter-Claimant is ordered to pay the Claimant/Counter-Respondent 1, **within 30 days** as from the date of the notification of this decision, outstanding monies in the amount of EUR 59,386.61 plus 5% interest p.a. as from 11 June 2011 until the date of the effective payment.*
 4. *The Respondent/Counter-Claimant is ordered to pay the Claimant/Counter-Respondent 1, **within 30 days** as from the date of the notification of this decision, compensation for breach of contract in the amount of EUR 112,766 plus 5% interest p.a. as from 11 June 2011 until the date of the effective payment.*
 5. *In the event that the amounts due to the Claimant/Counter-Respondent 1 plus interest are not paid by the Respondent/Counter-Claimant within the stated time limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.*
 6. *Any further claims lodged by the Claimant/Counter-Respondent 1 are rejected.*
 7. *The Claimant/Counter-Respondent 1 is directed to inform the Respondent/Counter-Claimant immediately and directly of the account number to which the remittances are to be made and to notify the Dispute Resolution Chamber of every payment received”.*
9. On 25 March 2015, the FIFA DRC notified the grounds of its decision to the Player.

IV. FIFA DISCIPLINARY PROCEEDINGS

10. On 17 March 2020, the Player requested the opening of disciplinary proceedings against SC Vaslui as the club had not complied with the FIFA DRC’s decision.
11. On 5 June 2020, the FIFA Disciplinary Committee (the “FIFA DC”) opened disciplinary proceedings against SC Vaslui. However, it subsequently suspended them, after receiving a communication from the Romanian Football Federation (the “RFF”), indicating that SC Vaslui was facing bankruptcy proceedings.
12. On 26 May 2021, the Appellant reached out to FIFA again, claiming that Sporting Vaslui was the sporting successor of the original debtor SC Vaslui and asking that disciplinary proceedings be opened against Sporting Vaslui.
13. On 6 August 2021, the FIFA DC informed Sporting Vaslui, via the RFF, of the opening of disciplinary proceedings (the “Second Disciplinary Proceedings”).
14. On 26 August 2021, the FIFA DC rendered the operative part of its decision (the “FIFA DC’s Decision”), as follows:
“1. All charges against the club CS SPORTING JUNIOR VASLUI are dismissed.”
15. On 30 August 2021, the FIFA DC notified the terms of its decision to Sporting Vaslui. The Player and the RFF were also informed of the outcome of the proceedings, being put in copy of the communication.
16. On 31 August 2021, the Player asked the FIFA DC to be provided with the grounds of the said

decision.

17. On the same date, by means of an email (the “Appealed Decision”), the FIFA DC rejected the Player’s request for the grounds of the decision, stating that:

“[E]ven though you are entitled to file a complaint with regard to conduct considered incompatible with the FIFA Disciplinary Code (FDC) and/or any other provisions of FIFA, it does not follow that you become a party to the proceedings. With the above in mind, and on behalf of the Chairman of the FIFA Disciplinary Committee, we regret to inform you that we will not be in a position to provide you with the aforementioned motivated decision, as in accordance with art. 51 par. 3 of the FDC, it is only the parties to the applicable disciplinary proceedings that are entitled to request a motivated decision”.

18. On 1 September 2021, the Player requested the FIFA DC to reconsider its position.
19. On 3 September 2021, the FIFA DC referred the Player to its previous email, and confirmed its position.

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 15 September 2021, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (“CAS”) against FIFA, by which it challenged the Appealed Decision in accordance with Article R48 of the Code of Sports-Related Arbitration (the “CAS Code”). He requested, *inter alia*, that the present matter be submitted to a Sole Arbitrator. He also specified that he had filed another appeal against the FIFA DC’s Decision of 26 August 2021, and asked for both cases to be referred to the same Sole Arbitrator, pursuant to Article R50 of the CAS Code.
21. On 17 September 2021, the CAS Court Office acknowledged receipt of the Statement of Appeal. It confirmed that the Appellant had filed another appeal, which had been registered as *CAS 2021/A/8309*, and asked the Respondent whether it agreed to submit both procedures to the same arbitral tribunal and Sole Arbitrator.
22. On 20 September 2021, the Respondent indicated that it agreed with the Appellant’s proposal to refer the matter to a Sole Arbitrator as long as he is selected from the football list and to refer the matter to the same arbitrator as in the case *CAS 2021/A/8309*.
23. On 30 September 2021, the Appellant filed its Appeal Brief within the prescribed time limit, in accordance with Article R51 of the CAS Code.
24. On 8 March 2022, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Panel appointed to decide on the present matter was constituted as follows:
- Sole Arbitrator: Prof. Luigi Fumagalli, Attorney-at-law, Milan, Italy.
25. On 28 March 2022, the Respondent filed its Answer within the prescribed time limit, previously suspended and extended, in accordance with Article R55 of the CAS Code. It submitted, *inter*

alia, that it did not consider a hearing necessary in this matter.

26. On the same date, the CAS Court Office invited the Appellant to indicate whether he preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.
27. On 29 March 2021, the Appellant stated that a hearing was unnecessary and requested the Sole Arbitrator to decide based on the Parties' written submissions only.
28. On 4 April 2021 2021, the CAS Court Office informed the Parties that the Sole Arbitrator would be assisted by Ms Alexandra Veuthey, Clerk with the CAS.
29. On the same day, the Respondent reiterated that that a hearing was unnecessary and requested the Sole Arbitrator to decide based on the Parties' written submissions only. It also indicated that the Parties had agreed to have the operative part of the award rendered by 6 May 2022.
30. On 5 April 2022, the CAS Court Office took note that both Parties were of the opinion that a hearing was not necessary, and that they had agreed that the operative part of the award be rendered by 6 May 2022. However, it reminded that the Parties, in their letter dated 4 March 2022 in *CAS 2021/A/8309*, previously stated that they intended "*to jointly ask for the operative part of the award in CAS 2021/A/8308 [...] to be rendered by 31 May 2022*". It indicated that efforts would be made to render the operative part of the Award within the new date indicated by the Parties, to the extent possible.
31. On 14 April 2022, the CAS Court Office issued an order of procedure (the "Order of Procedure") on behalf of the Sole Arbitrator and invited the Parties to return a signed copy of it, which they did.

VI. SUBMISSIONS OF THE PARTIES

A. The Appellant

32. In its Appeal Brief, the Appellant requests the following relief:
 - (a) *rule that the CAS has jurisdiction to hear the present appeal;*
 - (b) *rule that the Appellant has an interest worthy of protection and/ or a legitimate interest in the proceedings before the FIFA Disciplinary Committee and in the present appeal;*
 - (c) *accordingly, order FIFA to provide the Appellant with the grounds of the FIFA Disciplinary Committee (FDD-5729) of 26 August 2021 (notified on 30 August 2021);*
 - (d) *order the Respondent to:*
 - (i) *reimburse the Appellant his legal costs and other expenses pertaining to this appeal; and*
 - (ii) *bear any and all costs pertaining to the arbitration*".
33. The Appellant's submissions, in essence, may be summarised as follows:

(i) Nature of the Appealed Decision.

- The email dated 31 August 2021 constitutes a decision under Article 51 of the FIFA Disciplinary Code (“FDC”) and CAS jurisprudence (see, *inter alia*, CAS 2004/A/659, paras 9-10; CAS 2005/A/899, paras 12-14).
 - It contains a ruling, whereby the legal situation of the Appellant has been affected, i.e. a refusal to uphold the Appellant’s request for the grounds of the FIFA DC’s decision, which prevents him from appealing the FIFA DC’s Decision efficiently and thus denies him his rights to seek enforcement of the FIFA DRC’s decision to obtain the sums payable under it.
 - It contains a ruling as to the admissibility or inadmissibility of a request, i.e. a ruling that the Appellant is not entitled to obtain the grounds of the FIFA DC’s Decision because he is not a party to the Second Disciplinary Proceedings, even though he has a legitimate interest in the proceedings in respect of an interest worthy of protection (i.e. the right to receive the sums payable).
- This decision constitutes a final decision without any available internal legal remedies available to the Appellant (see Articles 15 and 57(1) FDC).

(ii) Qualification of the dispute.

- Although the FIFA DC’s Decision was taken by a disciplinary body, the dispute concerns an enforcement procedure of a FIFA DRC’s Decision pursuant to Article 15 of the FDC.
- The Second Disciplinary Proceedings were commenced, at the request of the Appellant, pursuant to Article 15 FDC. As such, the Second Disciplinary Proceedings and the FIFA DC’s Decision were not purely disciplinary (i.e. “vertical”) in nature, but contained essential questions relating to a horizontal dispute between the Player and Sporting Vaslui, namely:
 - the determination of the sporting succession of SC Vaslui to Sporting Vaslui pursuant to Article 15(4) FDC; and
 - the enforcement of the FIFA DRC’s Decision and the recovery of the sums payable to the Appellant.
- Such hybrid nature is made possible by the wording of Article 15(4) FDC, and is in line with CAS jurisprudence and the legal writing (see CAS 2016/A/4838; CAS 2020/A/6694, para 82; HAAS U., *Standing to Appeal and Standing to be Sued*, in: BERNASCONI/RIGOZZI (Eds.), *International Sport Arbitration*, 6th CAS & SAV/FSA Lausanne 2016, Bern 2018, para 4.2.1, p. 77).
- Due to the horizontal effect of the FIFA DC’s Decision, the Appellant must be permitted to see the grounds of and appeal this decision.

- (iii) The Appellant's standing to sue (and to appeal) as well as any legitimate interest in FIFA DC's proceedings and CAS' proceedings.
- The main consequence of the FIFA DC's Decision is that the Player cannot recover the sums payable, which he believes to be due from Sporting Vaslui, on the basis that it is the sporting successor of SC Vaslui. Had the FIFA DC considered that Sporting Vaslui was the sporting successor of SC Vaslui, then the debt recognised by the FIFA DRC of SC Vaslui to the Player, would have been transferred to Sporting Vaslui.
 - The FIFA DC has seriously prejudiced the rights of the Appellant in a matter mainly concerning him and his substantive rights. Indeed, the Appellant, via his request for the opening of disciplinary proceedings against Sporting Vaslui, was seeking to recover a significant amount of money that was already recognised as due by the FIFA DRC in March 2015.
 - Although the Player was not a party to the Second Disciplinary Proceedings (despite them being initiated at his request), he has a direct, personal and actual interest in the FIFA DC's Decision, and related right to appeal based on CAS' jurisprudence related to directly affected third parties (CAS 2018/A/5746, paras 172-176; CAS 2016/A/4924 & 4943, para 85; CAS 2008/A/1583, para 31).
 - The Appellant has been proactive in the enforcement of the FIFA DRC's Decision only to have his initial request for disciplinary proceedings suspended and possibly closed in 2020 due to the bankruptcy proceedings involving SC Vaslui. Having been made aware of the existence of a new club, Sporting Vaslui, the Appellant once again sought the enforcement of the FIFA DRC's Decision, but, without any explanation, the Second Disciplinary Proceedings were dismissed.
 - Consequently, the Appellant must be entitled to review the grounds of the FIFA DC's Decision that led to the dismissal of all charges against Sporting Vaslui, and to assert his rights. The Appellant clearly has an interest worthy of protection and a legitimate interest in obtaining the grounds of the FIFA DC's Decision, since the Second Disciplinary Proceedings were initiated upon his request, with a view to enforcing the sums payable to Appellant recognised by FIFA in the FIFA DRC's Decision.
 - Ultimately, by not upholding the Appellant's request to be provided with the grounds of the FIFA DC's Decision, pursuant to Article 57(2) FDC, FIFA is preventing him from appealing against the FIFA DC's Decision under proper conditions. This clearly amounts to a manifest violation of the Appellant's rights of due process.

B. The Respondent

34. In its Answer, the Respondent requests the grant relief as follows:

“(a) Confirming that the Appellant lacks the required standing to appeal and therefore to reject the appeal on this basis;

in any event ...

(b) the Appellant is ordered to bear the full costs of these arbitration proceedings”.

35. The Respondent, in essence, submits that the Appellant’s request for the grounds of the FIFA DC’s Decision was correctly rejected. According to Article 51(3) FDC, the only persons entitled to receive the terms of a decision are the parties to the proceedings, who are also the only persons with the right to request the grounds thereof. In other words, persons who were not parties to the disciplinary proceedings are not entitled to request (and much less obtain) the grounds of a decision issued against an actual party to those proceedings. Because the Appellant was not a party to the disciplinary proceedings against Sporting Vaslui, it logically follows that he does not have the right to request or obtain the grounds of the FIFA DC’s Decision. Although the terms of a decision may be notified to the creditor, because the latter is entitled to be notified the outcome of the proceedings, this does not confer to the creditor a right to request (and much less obtain) the grounds.

36. FIFA’s answers to the Appellant’s submissions, then, may be summarised as follows:

(i) Nature of the Appealed Decision.

– The admissibility of the Player’s appeal in this case is not contested by FIFA.

(ii) Qualification of the dispute.

– Contrary to what the Appellant suggests, there is no horizontal element within a provision that serves the (solely vertical) purpose of ensuring compliance with FIFA’s global order.

– The protected interest behind Article 15 FDC, which is exclusively disciplinary in nature, cannot possibly be the enforcement of a credit.

– This stems from the text of Article 15 FDC, FIFA regulatory framework, CAS jurisprudence and legal writing (as per the numerous references mentioned).

(iii) The Appellant’s standing to sue (and to appeal) as well as any legitimate interest in FIFA DC’s proceedings and CAS’ proceedings.

– The Appellant’s request for the grounds of the FIFA DC’s Decision is all the more groundless as he lacks standing to sue in the framework of the disciplinary proceedings pursuant to Article 15 FDC and in CAS.

- According to CAS’ and the Swiss Federal Tribunal’s jurisprudence, the standing to sue or to appeal belongs to any person putting forward a right of its own, namely an interest worth of protection in support of its request. The requirement of legitimate interest is satisfied if the appellant is sufficiently affected by the appealed decision and has a tangible and direct interest of financial or sporting nature at stake. A mere interest in obtaining an advisory opinion to a party that has not been “aggrieved” by the decision at stake is not sufficient (as per the numerous references mentioned).
- Taking into consideration Article 58(1) FDC and CAS’ jurisprudence, two prerequisites must exist for a creditor to have standing to sue (or appeal) in cases arising out of Article 15 FDC, namely being a party to the proceedings in the previous instance and having an interest worthy of protection (CAS 2008/A/1658, para 29).
- The Appellant was never a party to the disciplinary proceedings. This already reveals that he does not have any standing to sue in the framework of the disciplinary process opened pursuant to Article 15 FDC, nor to challenge the Appealed Decision (in the same vein, see CAS 2011/A/2377).
- The Appellant also failed to demonstrate any direct interest worthy of protection in the outcome of the disciplinary proceedings against Sporting Vaslui (or even in the present appeal proceedings). Contrary to the Appellant’s position, the protected interest behind Article 15 FDC is not assisting the creditor in recovering his dues but ensuring that FIFA decisions are respected.
- Moreover, even a sanction against Sporting Vaslui would not necessarily result in the Appellant recovering his credit. Likewise, any fine imposed would have to be paid directly to FIFA.
- Having concluded that the Appellant had no standing to sue in the scope of the disciplinary proceedings against Sporting Vaslui, it results that the Appellant also lacks standing to request the grounds of the FIFA DC’s Decision and to appeal in the framework of these CAS proceedings (in the same vein, see CAS 2018/A/5746, paras 196-197; CAS 2020/A/6921 & 7297, para 172).
- In particular, the Appellant does not hold any direct and individual ‘aggrieved right’, since it is not possible to determine that he would be directly affected by any hypothetical decision of the FIFA DC imposing sanctions on Sporting Vaslui, or even by the FIFA DC’s Decision itself (which is not subject to review in the framework of these proceedings). The same reasoning applies to his so-called legitimate interest to obtain the reasons for FIFA DC’s Decision, which is neither well-founded nor capable of conferring any appeal right.
- All in all, therefore, the Appellant lacks standing to sue and to appeal on a number

of levels, all of which lead to the present appeal being rejected on the merits.

VII. JURISDICTION

37. Article R47 of the CAS Code (2021) 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”.

38. Articles 56.1, 57.1 and 57.2 of the FIFA Statutes (May 2021) respectively provide:

Art. 56.1: *“FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents”;* and

Art. 57.1: *“Appeals against final decisions passed by FIFA’s legal bodies [...] shall be lodged with CAS within 21 days of notification of the decision in question”.*

Art. 57.2: *“Recourse may only be made to CAS after all other internal channels have been exhausted”.*

39. Article 57.1 of the FDC states that:

“An appeal may be lodged with the Appeal Committee against any decision passed by the Disciplinary Committee, unless the disciplinary measure pronounced is:

[...]

e) decisions passed in compliance with article 15 of this Code”.

40. Given that the Appealed Decision relates to a decision passed in compliance of Article 15 FDC, the Appellant was not permitted to appeal the FIFA DC’ Decision to the Appeal Committee and has thus exhausted all internal remedies.

41. In addition, the Parties did not object to the jurisdiction of the CAS in their submissions and expressly confirmed its jurisdiction by signing the Order of Procedure. It follows from all the above that CAS has jurisdiction to decide on the present dispute.

VIII. ADMISSIBILITY

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

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or 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”.

43. Article 57 of the FIFA Statutes (see *supra*) provides a time limit of 21 days after notification to lodge an appeal against a decision adopted by one of FIFA's legal bodies, such as the FIFA Appeal Committee.
44. The Appealed Decision was notified to the Appellant by email on 31 May 2021. It constitutes a decision in the legal sense of the term, despite its informal communication since, as alleged by the Appellant, it contains a ruling, namely a refusal to uphold the Appellant's request for the grounds of the FIFA DC's decision (CAS 2004/A/659, paras 9-10; CAS 2005/A/899, paras 12-14).
45. The Appellant timely lodged its Statement of Appeal with the CAS Court Office on 15 September 2021, *i.e.* within the twenty-one days allotted under the aforementioned provision. The Statement of Appeal complies with the formal requirements set by Article R49 of the CAS Code.
46. Moreover, the Respondent did not raise any objections as to admissibility issues, and even expressly stated in its Answer that "[t]he admissibility of the Appellant's appeal in this case is not contested [...]".
47. Consequently, the Sole Arbitrator considers that the appeal is admissible.

IX. APPLICABLE LAW

48. Article R58 of the CAS 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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

49. Article 56.2 of the FIFA Statutes so provides:

"The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

50. Accordingly, the present dispute must be decided in accordance with the applicable FIFA rules and regulations, such as in particular the FDC (2019 edition); additionally, the Sole Arbitrator shall apply Swiss law.

X. MERITS

51. This Appeal has been filed against the Appealed Decision by which the FIFA DC refused to provide the Appellant with the grounds of its decision passed on 26 August 2021, which dismissed charges against Sporting Vaslui, based on the fact that he was not a party to the proceedings.

52. The Appellant submits that he is entitled to receive the grounds of the FIFA DC's Decision. Although he was not a party to the FIFA disciplinary proceedings, he has a direct, personal and actual interest in the FIFA DC's Decision, and related right to appeal based on CAS' jurisprudence related to affected third parties. In his capacity as creditor and instigator of the disciplinary proceedings, he is directly affected by this decision, which prevents him from designating Sporting Vaslui as the sporting successor of SC Vaslui and recovering the amount due to him pursuant to the FIFA DRC's Decision of 12 March 2015.
53. The Respondent contends that the Appellant is not entitled to receive the grounds of the FIFA DC's Decision, for two reasons. First and foremost, the Appellant was not a party to the proceedings that led to the FIFA DC's Decision and therefore is not entitled to request (and much less to obtain) pursuant to Article 51(3) FDC the grounds of a decision issued against an actual party to those proceedings. Secondly and in any case, the Appellant had no standing in the proceedings heard by the FIFA DC and therefore has no right to receive the grounds of a decision (the FIFA DC's Decision) that he had no right to obtain and that is not affecting his rights. His only interest is the actual receipt of the monies resulting from the FIFA DRC's Decision, which was not at stake in the scope of the disciplinary proceedings.
54. The Respondent infers that the Appellant has, by ripple effect, no standing to appeal before CAS. In particular, he does not hold any direct and individual 'aggrieved right' allowing him to file an appeal.
55. The Sole Arbitrator notes that the dispute discussed in this arbitration involved two distinct issues, which eventually were made to overlap, because of the Parties' submissions and requests: (a) the right of the Appellant to obtain the grounds of the FIFA DC's Decision (which was denied by the Appealed Decision); and (b) the Appellant's right to obtain a sanction against Sporting Vaslui. The overlap of the two issues is made clear by the Appellant's request for relief, and by the Respondent's answer: the Appellant, in fact, is not only seeking an order that FIFA provides him with the grounds of the FIFA DC's Decision (point c of the relief sought) and a declaration that he has an interest worth of protection "*in the present appeal*" (point b, final portion of the relief sought), but also a declaration that he had an interest worth of protection "*in the proceedings before the FIFA Disciplinary Committee*" (point b, first portion of the relief sought); the Respondent denied the grounds of the FIFA DC's Decision also on the basis of an assumed lack of the Appellant's standing to obtain a disciplinary decision against Sporting Vaslui.
56. The Sole Arbitrator finds that the two mentioned issues are to be kept separate: the present appeal concerns in fact only the Appealed Decision, and the right of the Appellant to obtain the grounds of the FIFA DC's Decision, and does not extend to any issue regarding the existence of an Appellant's right to obtain from FIFA a sanction against Sporting Vaslui (and therefore the Appellant's position within the disciplinary proceedings). In that respect, every determination is prevented by (a) the fact that the object of this arbitration is delimited by the scope of the Appealed Decision, which is the communication of the grounds of the FIFA DC's Decision, and not the FIFA DC's Decision in itself, and (b) the absence of Sporting Vaslui, not a party to these proceedings. The Sole Arbitrator only notes the CAS jurisprudence (CAS 2015/A/4162; CAS 2020/A/6713), according to which any judgment creditor has a right to request the initiation of meaningful disciplinary proceedings against his debtor, and chiefly so

when in the framework of the disciplinary proceedings the FIFA DC analyses and takes a decision on an issue that is essentially not disciplinary in nature, such as the issue of legal or sporting succession of a judgment debtor.

57. The Sole Arbitrator finds that the Appellant has certainly standing to file an appeal against the Appealed Decision. In that decision, in fact, FIFA denied a right (to obtain the grounds of the FIFA DC's Decision) that the Appellant invokes as pertaining to him. In other words, at stake in the Appealed Decision was the existence or not of a right of the current Appellant. The Appellant has the standing to challenge any determination in that respect.
58. Whether, then, such right exists in its merits is another issue, to be decided on the basis of the applicable rules.
59. As a preliminary matter, the Sole Arbitrator observes that the Parties, and FIFA in particular, have devoted numerous developments to the issue of the Appellant's party status in the disciplinary proceedings before FIFA DC started upon its request, in order to justify, respectively deny, his right to obtain the grounds of the disciplinary decision. However, the Sole Arbitrator is of the opinion that these developments (even though limited to the only issue here considered) are superfluous, and do not need to be examined in the present proceedings, since the Player has in any case on the basis of the FIFA Regulations, in particular Article 15(2) FDC, the right to obtain from the FIFA DC the grounds of the FIFA DC's Decision.
60. The Sole Arbitrator recalls that Article 15 FIFA FDC, which governs the failure to respect decisions of FIFA committees, or CAS, states as follows (emphasis added):

"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee or an instance of FIFA, or by CAS:

 - a) will be fined for failing to comply with a decision; in addition:*
 - b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*
 - c) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.*
 - d) in the case of associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;*
 - e) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be*

imposed.

2. With regard to financial decisions passed by a body, a committee or an instance of FIFA, or CAS, disciplinary proceedings may only commence at the request of the creditor or any other affected party, who will have the right to be notified of the final outcome of the said disciplinary proceedings.

3. If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. A transfer ban or a ban on taking part in any football-related activity may only be lifted before it has been fully served upon payment of the due amounts, with other disciplinary measures being reserved.

4. The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.

5. Any financial or non-financial decision that has been pronounced against a club by a court of arbitration within the relevant association or national dispute resolution chamber (NDRC), both duly recognised by FIFA, shall be enforced by the association of the deciding body that has pronounced the decision in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations.

6. Any financial or non-financial decision that has been pronounced against a natural person by a court of arbitration within the relevant association or NDRC, both duly recognised by FIFA, shall be enforced by the association of the deciding body that has pronounced the decision or by the natural person's new association if the natural person has in the meantime registered (or otherwise signed a contract in the case of a coach) with a club affiliated to another association, in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations".

61. In order to interpret such provision, the principles of interpretation under Swiss law, as established by the Swiss Federal Tribunal (SFT) and adhered to in a large number of CAS awards, are to be applied. The Sole Arbitrator observes that, when interpreting statutes, the interpretation methods may vary according to the type of association involved. For the interpretation of the statutes and regulations of large associations, such as FIFA, the methods of statutory interpretation are relevant, as opposed to the methods of interpretation of contracts (see e.g., SFT 4A_600/2016, paras 3.3.4.1, and the references; CAS 2013/A/3365 & 3366, paras 137ff, in particular 143; CAS 2017/A/5356, para 84).
62. Any statutory interpretation begins with the letter of the law (literal interpretation), but this is not decisive: the interpretation still has to find the true scope of the norm, which also derives from its relationship with other legal provisions and its context (systematic interpretation), the aim pursued, particularly the protected interest (teleological interpretation), as well as the will of the legislator as it may be understood from the "travaux préparatoires" (historical interpretation). The judge or arbitrator departs from a clear legal text only when the aforementioned other methods of interpretation show that this text does not correspond in all respects to the true meaning of the provision in question and leads to results which the legislator could not have wanted, which conflict with the sense of justice, or the principle of equal treatment. No specific method of interpretation or component must prevail or be favoured

when seeking the true meaning of a norm (SFT 4A_600/2016, paras 3.3.4.2, and the references; CAS 2013/A/3365 & 3366, paras 137ff; CAS 2017/A/5356, para 86).

63. In the present case, the analysis of Article 15(2) FDC clearly requires a broad and flexible approach, which is mindful of the interest of the creditor, namely the Appellant. This first stems from the literal interpretation of this provision, and the expression “*the creditor or any other affected party, who will have the right to be notified of the final outcome of the said disciplinary proceedings*” which, although it could have been more specific, suggests that the right to notification shall refer to the “whole outcome”, including its grounds. In that context, the Sole Arbitrator notes the reference to “*the creditor or any other affected party*”, which directly indicates that the creditor is (at least) a subject “*affected*” by the disciplinary decision, i.e. has a legal position which might be touched by the decision rendered by FIFA, and has therefore “*the right*” to be notified of the final outcome of the proceedings.
64. The analysis of Article 15(2) FDC in its overall context, then, further supports this finding, in particular FIFA’s initial will to protect the interests of creditors and allow them to obtain the grounds of a decision, regardless of their legal status and standing. In this context, it must in particular be noted that:
- Article 15(2) FDC is immediately preceded by paragraph 1, which recalls the sanctions to which non-compliant persons, such as clubs that do not meet their contractual and financial obligations, are exposed. Notwithstanding FIFA’s current position, this paragraph is not only intended to protect FIFA’s interests and establish its disciplinary power against non-compliant persons, but also intends to safeguard the interests of collateral victims of such behaviours (see e.g. CAS 2015/A/4162, para 74, which relates to former Article 64 FDC).
 - Article 15(2) FDC is followed, in paragraph 4, by the statement that a successor club is subject to the same obligations as the original debtor, with the obvious aim of avoiding the creditor having to restart the disciplinary procedure from scratch in case of bankruptcy or insolvency.
65. Moreover, it seems obvious that Article 15(2) FDC was historically introduced with a view to allow creditors to understand what happened to the proceedings that they initiated, and why. Such assumption is corroborated by the longstanding practice of FIFA, which had always provided the grounds of its decisions to creditors up to now and further enhanced by the recent enlargement of CAS’ jurisprudence regarding the rights of affected third parties in sporting succession of clubs (CAS 2020/A/6713, paras 54ff; CAS 2020/A/6873, paras 75ff; CAS 2020/A/6878, paras 97ff; CAS 2020/A/6879, paras 92ff; CAS 2020/A/7183, paras 92ff; CAS 2020/A/7212, paras 79ff).
66. Ultimately, teleological interpretation leads to the conclusion that the purpose of Article 15(2) FDC cannot be limited to allowing the creditor to become acquainted with the operative part of the decision closing the disciplinary proceedings, while denying it access to the grounds, by alleging its lack of capacity as a party, standing to sue in FIFA proceedings or any subsequent standing before CAS. As acknowledged by the Swiss jurisprudence and legal writing, the statement of reasons of a decision (either a judgment or award) has multiple purposes, apart

from the exercise of the right to appeal and related review by the appeal authority:

- The reasons for a decision serve to clarify the content of the decision, by shedding light on its meaning and scope. They make it possible to interpret the operative part of the decision (which is not obviously telling/explicit on its own), to draw the limits of its material *res judicata* effect, and to determine the conditions under which it may be modified. Ultimately, they guarantee legal certainty and security (NAEF F., *Plaidoyer pour la motivation écrite obligatoire des jugements dans le nouveau Code de procédure civile suisse*, Jusletter, 4 February 2008, paras 5 and 37 et seq, and the multiple doctrinal references mentioned).
 - The grounds allow the parties (and possibly other stakeholders) to review the decision internally, to assess the chances of success of a potential appeal, and to make an informed decision accordingly. On this basis, the latter may renounce to file an appeal (SFT 134 I 83, para 4.1; SFT 129 I 232, para 3.2; NAEF F., *op. cit.*, para 6, and the multiple doctrinal references mentioned; MARTENEY/DUBEY (eds), *Commentaire Romand, Constitution fédérale, Basel 2021, ad Article 29*, p. 867, para 171; BOHNET F., *Code de procédure civile commenté, Basel 2011, ad Article 239*, p. 927-8, para 15).
 - The grounds allow the judge or arbitrator himself to control his decision. In this context, the obligation to provide grounds facilitates the rationalisation of the decision process and prevents the taking into account of irrelevant, or even arbitrary, considerations (SFT 129 I 232, para 3.3; SFT 112 Ia 107, para 2b; NAEF F., *op. cit.*, paras 7 and 23, and the multiple doctrinal references mentioned).
 - The grounds serve to control the decision externally, by ensuring the transparency of justice. Their publication and wide dissemination allow them to be controlled by the general public and results in increasing citizens' trust in the justice system (SFT 129 III 529, para 3.2; NAEF F., *op. cit.*, para 8, and the multiple doctrinal references mentioned).
67. In other words, linking the obligation to provide grounds solely to the status of party, and to the rights deriving from it, such as the right to be heard and the right to a fair trial, would be simplistic and omit their other functions (NAEF F, *op. cit.*, paras 13 and 47).
68. In the present case, beyond any legal argument, it is evident that the Player, in his capacity as creditor, has a genuine interest in obtaining the *rationale* of FIFA DC's Decision. He initiated the proceedings against Sporting Vaslui, but is then denied the right to understand why these proceedings were dismissed. He is thus forced to make diverse assumptions regarding the reasons behind such ruling (Sporting Vaslui not recognised as legitimate successor of SC Vaslui, Player's failure to prove that he was sufficiently diligent during the procedure aimed at recovering his assets or to substantiate his claim, statutes of limitations, etc.). This prevent him from deciding on the next steps.
69. In view of the aforementioned developments, the Sole Arbitrator finds that the Player has the right to receive the grounds of FIFA DC's Decision and that his appeal must be upheld on this point.

70. The Sole Arbitrator, in fact, for the reasons explained above (§ 56f) finds not to be in a position to render any determination with respect to the FIFA's DC Decision and more particularly with respect to the existence of an Appellant's interest worth of protection in the proceedings that led thereto. All further or different motions or requests of the Parties are therefore to be denied.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 15 September 2021 by Mr Christian Pouga against the decision rendered by the FIFA Disciplinary Committee on 31 August 2021 is partially upheld.
2. FIFA is ordered to provide Mr Christian Pouga with the grounds of the FIFA Disciplinary Committee's decision (FDD-5729) of 26 August 2021.
3. (...).
4. (...).
5. All further or different motions or prayers for relief are dismissed.