



**Arbitration CAS 2022/A/9325 Al Merrikh Sport Club v. Khartoum Local Football Association & Sudan Football Association, award of 25 April 2023**

Panel: Mr Jacques Radoux (Luxembourg), Sole Arbitrator

*Football*

*Admissibility of the appeal*

*CAS power of review*

*Legal interest*

1. Although Article R57 para. 1 of the CAS Code, pursuant to which the *“Panel has full power to review the facts and the law”*, grants a CAS panel the power to review the appealed decision *de novo*, this power may be limited to the scope of the dispute of the previous instance. In this respect, requests directed against decisions or acts allegedly taken by the relevant national federation and not against the appealed decision taken by a local football association affiliated to the national federation, fall outside the scope of the appeal and of the CAS’s mandate.
2. In principle, a request is inadmissible, if it lacks legal interest (‘*Rechtsschutzinteresse*’, ‘*interet à agir*’). This condition of admissibility is explicitly provided for in Art. 59 (2) lit. a of the Swiss Code of Civil Procedure. Thus, a reasonable legal interest is a condition for access to justice. As a general rule, the sufficient legal interest of an appellant must exist at the moment of the filing of the appeal as well as at the moment the judgment is being rendered. Absent legal interest, the appeal before the CAS is inadmissible.

**I. PARTIES**

1. Al Merrikh Sport Club (the “Club” or the “Appellant”) is a professional football club with its registered seat in Omdurman, Republic of the Sudan. The Club is affiliated to the Sudan Football Association (the “SFA”).
2. The Khartoum Local Football Association (the “KLFA” or the “First Respondent”) is a local football association with its registered seat in Khartoum, Republic of the Sudan. It is affiliated to the SFA.
3. The SFA (or the “Second Respondent”) is the national sports governing body for the sport of football in the Republic of the Sudan. It has its registered seat in Khartoum, Republic of

the Sudan, and is an affiliated member of the *Confédération Africaine de Football* (the “CAF”) and the *Fédération Internationale de Football Association* (the “FIFA”).

4. KLFA and SFA are collectively referred to as the “Respondents”.
5. The Appellant and the Respondents are jointly referred to as “the Parties”.

## II. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts and allegations based on the Parties’ submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties’ submissions, pleadings and evidence 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 his Award only to the submissions and evidence it considers necessary to explain its reasoning.
7. Between October 2020 and May 2021, there were issues concerning the Club’s executive body, in particular relating to the question who was the legitimate president of the Club.
8. On 27 May 2021, the FIFA, having been informed that the situation of the Club’s executive body had not yet been resolved, requested the SFA to solve the issue of duality of executive power within the Club.
9. On 13 and 14 June 2021, the Tripartite Committee (the “Tripartite Committee”), appointed by the SFA to decide upon the Club’s new executive body, discussed the resolution of the internal matters of the Club.
10. On 31 July 2021, according to the President of the Club, Mr. Adam Abdallah Adam, the Club held an Extraordinary General Assembly in which its members decided – *inter alia* – on the adoption of the amended Statutes and Electoral Code and the approval of the Independent Electoral Committee, the Electoral Appeals Committee and the Independent Judicial Committee.
11. On 8 August 2021, the Tripartite Committee “assigned” an Electoral Committee to supervise the Electoral General Assembly of the Club in accordance with the roadmap.
12. On 4 September 2021, according to Mr. Adam Abdallah Adam, the Club’s General Assembly, held in the Al Merrikh Stadium, elected a new Board of Directors chaired by Mr. Adam Abdallah Adam.
13. On the same date, another General Assembly was held, under the supervision of the Tripartite Committee, in the Al-Mawrada Park that also elected a – different – new Board of Directors of the Club. In that General Assembly, Mr. Hazim Mustafa was elected as President of the Club.

14. The Tripartite Committee established a report for the SFA's Board of Directors called "Report of the Tripartite Committee assigned by the Association to solve Al Merrikh crisis" (the "Report of the Tripartite Committee"). In its relevant parts, this report reads as follows:

*"Al Merrikh was established according to the road map on 4/9/2021 under the supervision of the Elections Committee that was formed and in the presence of the chairman of the Legal Committee and Members Affairs of the association Prof Muhammad Jalal, and it was established according to the statute of the association and Al Merrikh while the report of the electoral committee indicated that the elections met all the legal conditions and resulted in the election of 15 individuals, including officers, without consents.*

[...]

*A report was prepared by the delegated [T]ripartite [C]ommittee to the [FIFA], explaining the procedure carried out by the Election Commission for Al Merrikh under the supervision of the Association.*

[...]

*Finally, and after reaching the end of the road map, we hope that the council will recognize the elected council on 4/9/2021 according to Article (17) paragraphs (3,4) of the Statutes of the [SFA] for the year 2017 AD and deal with the elected council only through the association".*

15. On 16 September 2021, the SFA informed the Chairman of the Tripartite Committee of the decision, taken by the Board of Directors of the SFA on 8 September 2021, to approve the Report of the Tripartite Committee. The letter of the SFA reads – in its relevant parts – as follows:

*"[...] referring to what is mentioned in the above subject and your request to be informed of the decision of the Board of Directors of the Association in its meeting No. (21) dated 08/09/2021 regarding the report of the [T]ripartite [C]ommittee in charge of resolving Al Merrikh Club crisis. I would like to inform you that the Board of Directors has approved the report and dissolved the Tripartite Committee [...]"*

16. On 1 October 2021, Al Merrikh sent a list of the members of its Board of Directors and the report of its Election Committee to the SFA. The letter, *inter alia*, reads as follows:

*"1. The General Assembly convened to elect the Board of Directors on 4-9-2021 at Al-Merrikh Stadium.*

*2. The General Assembly approved the final list of candidates, according to the procedures of the Independent Elections Committee of the club.*

*3. The Board of Directors was elected for a period of 4 years, from 4-9-2021 to 3-9-2025".*

17. On 4 November 2021, the Electoral Committee of the SFA rendered a decision on the representatives of the Club at the General Assembly of the SFA held on 13 November 2021, which was subsequently appealed by the two Boards of Directors of the Club elected on 4 September 2021 in the Al Merrikh Stadium and in the Al-Mawrada Park, respectively.

18. On 10 November 2021, the Electoral Appeal Committee of the SFA issued its decision on

the aforementioned appeals by the two Boards of Directors of the Club. The operative part of that decision read as follows:

*“1. Annulment of the election commission’s decision to exclude the delegate chosen by the council headed by HAZAM MUSTAFA And his approval to attend the Electoral General Assembly of the [SFA] as a representative of Al Merreikh Sports Club.*

*2. Endorsement of the decision of the Electoral Committee except otherwise”.*

19. The decision rendered by the Board of Directors of the SFA on 16 September 2021 as well as the decision rendered by the Electoral Appeal Committee of the SFA on 10 November 2021 were appealed against by the Club before the Court of Arbitration for Sport in Lausanne, Switzerland (the “CAS”).
20. On 10 June 2022, the CAS rendered its award in CAS 2021/A/8413. The operative part of this award reads – in its pertinent parts – as follows:

*“1. The appeal filed, by the Al-Merrikh Sports Club against the decision rendered by the Board of Directors of the Sudan Football Association on 16 September 2021 is partially upheld.*

*2. The decision rendered by the Board of Directors of the Sudan Football Association on 16 September 2021 is annulled”.*
21. On the same date, the CAS rendered its award in CAS 2021/A/8488, the operative part of which reads – in its relevant parts – as follows:

*“1. The appeal filed by Al-Merrikh Sports Club on 30 November 2021 against the decision rendered by the Electoral Appeal Committee of the Sudan Football Association on 10 November 2021 is upheld.*

*2. The decision rendered by the Electoral Appeal Committee of the Sudan Football Association on 10 November 2021 is annulled”.*
22. On 26 July 2022, the Club’s Electoral Committee chaired by Dr. Ali Al Baloula notified the SFA of its decision to appoint a steering committee for the Club chaired by Mr. Hazim Mustafa Mohamed Ibrahim.
23. On 13 October 2022, following a decision from the Club’s Electoral Appeals Committee, the Electoral Committee chaired by Dr. Ali Al Baloula notified the SFA of its decision to appoint a new steering committee for the Club chaired by Mr. Ayman Al-Mubarak Abu Jibin.
24. On 6 November 2022, the KLFA invited the clubs that wished to participate in the Youth League season to enrol in that competition.
25. On 14 November 2022, the KLFA, having received two letters for the participation in that competition from the Club respectively signed by different individuals, send an inquiry to the SFA in order to get some clarification as to the legitimate representation of the Club.

26. On 28 November 2022, the KLFA rendered a decision (the “Appealed Decision”) which states – in its relevant parts – as follows:

*“Board of Doctors of Khartoum Local Football Association [...] would like to inform you that Al Merrikh youth team will be excluded from participating in the competition of the Youth League organized by [KLFA] because it has received two separate applications in the name Al Merrikh sports club one of them has been signed by Mr. Adam Abdallah [Adam] and the other one has been signed by Mr. Ayman Mubarak Alkhiddir. Each of them signed with the capacity of the club’s president. Due to this complicated situation, we have addressed [SFA] to give us any information about this problem but we have not received any reply yet from them about our enquiry.*

*Having determined to make a success of this league, we have decided to exclude Al Merrikh youth team from the league this season”.*

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

27. On 5 December 2022, in accordance with Articles R47 *et seq.* of the Code of Sports-related Arbitration (the “CAS Code”) (2022 edition), the Appellant filed its Statement of Appeal with the CAS against the Respondents with respect to the Appealed Decision. In its Statement of Appeal, the Appellant requested that the present appeal be submitted to a sole arbitrator. Further, the Appellant submitted a Request for a Stay and Provisional and Conservatory Measures in accordance with Article R37 of the CAS Code.
28. On 8 December 2022, the CAS Court Office notified the Statement of Appeal to the Respondents and invited the Appellant to file its Appeal Brief within the deadline stated in Article R51 of the Code. The Respondents were further invited to inform the CAS Court Office whether they agreed to submit the present proceedings to a sole arbitrator.
29. On 15 December 2022, the First Respondent send some information to the CAS Court Office concerning the facts and numbers on which it relied to adopt the Appealed Decision.
30. On 22 December 2022, the Appellant submitted its Appeal Brief in accordance with Article R51 of the CAS Code.
31. On 23 December 2022, the CAS Court Office acknowledged receipt of the Appellant’s Appeal Brief and invited the Respondents to submit their Answer within the deadline set out in Article R55 of the Code, highlighting that if they failed to do so, the panel may nevertheless proceed with the arbitration and deliver an award.
32. On 27 December 2022, the CAS Court Office informed the Parties that the Respondents did not provide any Reply to the Appellant’s request for provisional measures within the granted time limit and therefore advised the Parties that the President of the CAS Appeals Arbitration Division, or her Deputy, would render a decision in due course.
33. On 30 December 2022, the President of the CAS Appeals Arbitration Division issued an Order on the Request for a Stay and for Provisional and Conservatory Measures. The

operative part of this Order reads as follows:

*“1. The Application for a Stay and for Provisional and Conservatory Measures requested by Al Merrikh Sport Club on 5 December 2022, in the matter CAS 2022/A/9325 Al Merrikh Sport Club v. Khartoum Football Association & Sudan Football Association, is dismissed.*

*2. The costs deriving from the present order will be determined in the final award or in any other final disposition of this arbitration”.*

34. On 23 January 2023, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code.
35. On 15 February 2023, the CAS Court Office acknowledged receipt of the Second Respondent’s Answer and informed the Parties that it had not received an Answer by the First Respondent within the given deadline and that, in accordance with Article 55 para. 2 of the CAS Code, the panel may nevertheless proceed with the arbitration and deliver an award. Further, the Parties were informed that, in accordance with Article R54 of the CAS Code, the Sole Arbitrator appointed to decide the present case was Mr. Jacques Radoux, Référénaire, Court of Justice of the European Union, Luxembourg. Having pointed out that, unless the Parties agree or the Sole Arbitrator orders otherwise on the basis of exceptional circumstances, Article R56 para. 1 of the CAS Code provides that the Parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits or to specify further evidence on which they intend to reply, after the submission of the appeal brief and of the answer, the CAS Court Office invited the Parties to state whether they would prefer a hearing to be held in the present matter. Moreover, the Parties were invited to state whether they requested a case management conference to be held in the present matter.
36. On 21 February 2023, the Appellant and the Second Respondent informed the CAS Court Office that they did not request a hearing in the present proceedings.
37. On 24 February 2023, the CAS Court Office acknowledged receipt of the Appellant’s and the Second Respondent’s letters and noted that it had not received a response to its letter dated 15 February by the First Respondent within the given deadline. Further, it informed the Parties that, pursuant to Article R57 para. 2 of the CAS Code, the Sole Arbitrator had decided to hold a hearing by videoconference in the present matter.
38. On 6 March 2023, the First Respondent informed the CAS Court Office that for several reasons, *inter alia*, the appointment of a normalization committee by the SFA, it was not able to receive and respond to the latest correspondence from the CAS.
39. On 8 March 2023, the CAS Court Office sent to the Parties an Order of Procedure, requesting them to return a signed copy by 14 March 2023.
40. The Order of Procedure was signed on 13 March 2023 by the Appellant as well as the Second Respondent. The First Respondent, for its part, signed the Order of Procedure on 14 March 2023.

41. On 30 March 2023, a hearing was held via Cisco-Webex. The Sole Arbitrator was assisted by Mr. Björn Hessert, CAS Counsel, who was physically present at the CAS Court Office in Lausanne, Switzerland. In addition to the Sole Arbitrator and the CAS Counsel, the following participants attended the hearing:

**For the Appellant:**

Dr. Mudathir Osman, counsel of Appellant

**For the First Respondent:**

Mr. Mohamedelfatih Firagoun, Executive Manager of the KLFA

**For the Second Respondent:**

Mr. Mohamed Suleiman Halfa, (internal) legal consultant;

Mr. Qoutbi Al-Tayeb, witness; and

Mr. Hashim Diefallah, interpreter.

42. At the outset of the hearing, the Sole Arbitrator invited the Interpreter to translate the truth subject to the sanction of perjury under Swiss law. Moreover, the Parties confirmed that they had no objections to the constitution of the Panel.
43. After having invited the witness called by the Second Respondent to tell the truth subject to sanctions of perjury under Swiss law, the Sole Arbitrator heard the witness evidence.
44. Following the witness' examination, the Parties were given a full opportunity to present their case, submit their arguments and submissions, and answer the questions posed by the Sole Arbitrator. At the end of the hearing, the Parties confirmed that their respective rights to be heard and their rights to a fair trial had been respected in the present procedure.

**IV. THE PARTIES' SUBMISSIONS**

45. The following summary of the Parties' positions and submissions is illustrative only and does not necessarily include each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all of the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

**A. The Appellant's Position**

46. The Appellant's submissions may be summarized as follows:
- The Youth League competition organized by the KLFA is the only youth competition in which the Club usually participates, as the SFA has, in the past, not organized any

competition for youth teams. The SFA only organizes competitions for first teams but not for youth teams, leaving the organisation of those competitions to the local associations.

- According to the Appealed Decision, the exclusion of the Club from the Youth League competition organized by the KLFA is due to the fact that the Club submitted two requests of participation each signed by a different person claiming to be the president of the Club and the fact that the SFA in its negative decision, refrained from indicating the KLFA who was the legal representative of the Club. It would be obvious that the SFA's refusal to notify the KLFA with the relevant information as to who is the authorized signature holder for the Club on basis of the list deposited at the SFA – in line with Article 13 lit. h) of the SFA Statutes – led to the exclusion of the Club from the competition at hand.
- According to the facts, documents and the applicable laws, the legal representative of the Club would be Mr. Adam Abdallah Adam given that: (i) he was elected in accordance with Article 17 para. 2 of the SFA Statutes; (ii) the election result was approved by the Club's independent Elections Committee and was not annulled by the Electoral Appeals Committee, (iii) the result of the elections were communicated to the SFA; (iv) the SFA's Board of Directors did not reject or refuse the recognition of the Club's Board of Directors chaired by Mr. Adam Abdallah Adam, elected on 4 September 2021; (v) according to several CAS awards he was the President of the Club.
- According to the facts, documents and the applicable laws, Mr. Ayman Mubarak would not be the President of the Club as he (i) was not elected or appointed in accordance to Article 17 para. 2 of the SFA Statutes, (ii) was appointed by an illegal committee based on illegal statutes and under the intervention of a third party, *i.e.* the SFA, meaning that the SFA and its members should not recognize or deal with him.
- According to the facts, documents and the applicable laws, Mr. Haitham Mohamed Nour would not be the general manager of the Club and would not have any capacity to sign on behalf or represent the Club given that (i) he was appointed in violation of the Club's Statutes; (ii) he was not nominated by Mr. Adam Abdallah Adam as general manager; (iii) he was not appointed by the Club's Board of Directors elected on 4 September 2021 chaired by Mr. Adam Abdallah Adam; (iv) he was not appointed in accordance with Article 17 para. 2 of the SFA Statutes.
- The issue of the duality of executive power in the Club has been completely settled in the award CAS 2021/A/8413, and the SFA should have respected its Statutes, in particular Article 68 para. 2, inform the KLFA that the president of the Club is Mr. Adam Abdallah Adam instead of violating Article 17 of its Statutes by interfering in the internal affairs of the Club and dealing with a general manager who was not properly appointed.
- It would be clear that the SFA does not respect the CAS awards in cases CAS 2021/A/8371, CAS 2021/A/8413, CAS 2021/A/8488, is working to



circumvent these awards and produce a new crisis by supporting the illegal Election Committee and dealing with a general manager who was appointed in violation of the Club's Statutes, so as to elect a new Board of Directors of the Club on 30 December 2022.

47. During the hearing, the Appellant argued that contrary to the SFA's submission, the Panel in CAS 2021/A/8413 had not decided that Mr. Adam Abdallah Adam was not the president of the Club but only stated that that question fell outside of the scope of the appeal and the Panel's mandate. The Appellant further acknowledged, amongst others, that the first part of the Youth League had already been completed and that, without the relevant information from the SFA, the KLFA was not in a position to know or to decide who the legitimate president of the Club was.
48. In its Appeal Brief and at the hearing, the Appellant submitted the following requests for relief:
- “1. *Accept this appeal.*
  2. *The Confirmation that the President of the club ad its legal representative is Mr. Adam Abdalla[h] Adam and accordingly:*
    - a) *The second respondent (SFA) should reply to first respondent (Khartoum LFA) that Mr. Adam is the legal representative of the club.*
    - b) *Acceptance of the request for participation of the Club's Youth team filed by Mr. Adam Abdalla[h] Adam to first respondent.*
    - c) *Reject the request filed by Mr. Ayman Mubarak to first respondent regarding the participation of youth team due to its illegitimacy.*
    - d) *Annulment of the SFA decision to approve and deal with electoral committee headed by Dr Ali al Baloula due to its illegitimacy.*
    - e) *Annulment of the SFA decision to supervise the club election on 30 December 2022.*
  3. *Annulment of the SFA decision to recognize and deal with Mr. Haitham Mobamed Nour as a general manager.*
  4. *The respondents shall pay the appellant 10,000 CHF legal fees.*
  5. *The respondents shall bear all fees, charges and financial expenses related to this case”.*

## **B. The First Respondent's Position**

49. The First Respondent has not submitted any Answer according to Article R55 of the CAS Code.
50. However, in its correspondence with the CAS Court Office, in particular its emails dated 15 December 2022 and 5 January 2023, the First Respondent stated that in response to its invitation to participate in its Youth League, it received “two letters from [the Club] approving the participation”. As a result, on 14 November 2022, it “addressed the [SFA] to inquire about the eligibility of participation of [the Club]”. As the KLFA did not receive a response from the SFA

and in view of the fact that the start of the Youth League was supposed to be on 20 November 2022, the KLFA decided to exclude the Club from the Youth League competition for the season 2022/2023. On 27 November 2022, the KLFA received an answer from the SFA instructing the KLFA to deal with Mr. Haitam Mohamed Nour, but this answer came too late and after the KLFA had already taken its decision to exclude the Club and after the competition had already started.

51. During the hearing, the KLFA reiterated the arguments raised in its email dated 15 December 2022 and argued, in substance, that it was not in a position to decide which of the two applications from the Club was to be accepted as it was solely the SFA's competence to decide which was the legitimate representative of the Club. The KLFA further explained that the first part of the Youth League competition ended on 14 January 2023 and that its second part, to which the Club was still able to enrol, would start after the Ramadhan, *i.e.* after 21 April 2023.

### **C. The Second Respondent's Position**

52. The Second Respondent's submissions may be summarized as follows:

- The CAS has already addressed some of the demands raised by the Appellant in the present proceedings, in particular the matter of Mr. Adam Abdallah Adam's relation to the Appellant, *i.e.* in paragraph 80 of the final award in CAS 2021/A/8413.
- The SFA fully applied and respected Article 17 par. 3 and para. 4 of its Statutes, regarding the approval of the members' bodies and decisions, with regard to the Appellant's elected bodies, in particular, the Electoral Committee.
- The SFA has not dealt with any members of the Board of Directors of the Appellant, but only with its general manager. The current elected Board of Directors of the Appellant has been elected after the submission of the present appeal. The SFA has not supervised the electoral procedure of the Appellant, nor does it supervise the electoral procedure on any of its members who enjoy a complete independence with regards to managing their internal affairs.
- The competition at hand is organised by the First Respondent and the SFA has no role in this competition nor was it involved in its convening or supervision.
- The present appeal raises a lot of matters which have already been dealt with by the CAS in recent procedures and all of which do not relate to the subject of the Appealed Decision. Further, these issues would be in front of the appropriate legal bodies.

53. In view of the above, the Second Respondent, although not having submitted any formal requests for relief, asks the CAS "*to dismiss this appeal*".

54. During the hearing, the Second Respondent further explained that the Appealed Decision has no enduring effect in the future and that there are no restrictions on the Club to sign up for the second part of the Youth League – starting after the Ramadhan – or for the upcoming U20 competition organized by the SFA.

## V. JURISDICTION OF THE CAS

55. Article R47 para. 1 of the CAS Code provides – in its relevant parts – 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”.*

56. According to Article 60 of the KLFA Statutes:

*“1. It is not permissible to submit disputes that arise in the [association] or disputes that affect the league, members of clubs, clubs, players, officials and other officials of the [association] to the ordinary court, unless otherwise stipulated in the [association’s] statute and the regulations of [the SFA] and its statute of football.*

*2. Disputes shall be submitted to the National Court of Arbitration for Sport recognized by the [association] or the Court of Arbitration for Sport (CAS) Lausanne - Switzerland.*

*[...]”.*

57. In addition, Article 61 para. 1 of the KLFA Statutes states as follows:

*“It is permissible to resort to the Court of Arbitration for Sport (CAS) Lausanne - Switzerland, in accordance with Article (66) once all internal channels of [the SFA] have been exhausted”.*

58. In the present case, it is undisputed that there is no National Arbitration Tribunal for Sport in the Republic of the Sudan. Further, the Parties have not only not contested the CAS’ jurisdiction to decide on the present appeal but have expressly confirmed such jurisdiction by their signature of the Order of Procedure.

59. It follows that the CAS has jurisdiction to hear this dispute.

## VI. ADMISSIBILITY

60. 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. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties”.*

61. In the present case, the KLFA Statutes do not set out a time limit for an appeal against a decision of the KLFA's Board of Directors. Thus, the time limit of 21 days set forth in Article R49 of the CAS Code applies to the present proceedings.
62. The Appealed Decision was rendered and notified on 28 November 2022. The Appellant filed its Statement of Appeal on 5 December 2022.
63. By doing so, the Appellant manifestly respected the 21-day period set out in Article R49 of the CAS Code. The Statement of Appeal further complies with all the other requirements set forth by Article R48 of the CAS Code.
64. In the light of the foregoing, the Sole Arbitrator finds that the appeal has been filed on a timely basis and is, in principle, admissible.
65. However, as discussed by the Parties during the hearing, although Article R57 para. 1 of the CAS Code, pursuant to which the "*Panel has full power to review the facts and the law*", grants a CAS panel the power to review the appealed decision *de novo*, this power may be limited to the scope of the dispute of the previous instance. Indeed, it is clear from consistent CAS case law, that a Panel's powers are limited to the matter in dispute before it and cannot go further than what was at dispute before the previous instance (CAS 2006/A/1206, CAS 2019/A/6483 and CAS 2021/A/8413).
66. Against this background, the Sole Arbitrator notes that, in the Appealed Decision, the KLFA's Board of Directors did not reject or refuse the recognition of either Mr. Adam Abdallah Adam nor Mr. Ayman Mubarak Alkhiddir as president of the Club but limited itself, in substance, in stating that, in absence of any response from the SFA to the question which of these two individuals had the capacity to sign as the Club's president, it excluded the Club's team from the Youth League for the season 2022/2023. As is clear from the Appealed Decision, the KLFA's Board of Directors considered that it did not have the authority to decide which of the two individuals in question was the legitimate legal representative of the Club and, thus, did not take a decision on that issue. The scope of the Appealed Decision is thus clearly limited to the exclusion of the Club's team from the Youth League.
67. Hence, the question of the recognition of Mr. Adam Abdallah Adam as the Club's president was not the object of the Appealed Decision and therefore the Appellant's request sub 2. seeking, amongst others, "*[t]he confirmation that the President of the club and its legal representative is Mr. Adam Abdalla[b] Adam and accordingly : [...]*", falls outside the scope of the present appeal and the Sole Arbitrator's mandate.
68. With respect to the Appellant's requests sub 2. lit. a), *i.e.* "*[t]he second respondent (SFA) should reply to the first respondent (Khartoum LFA) that Mr. Adam is the legal representative of the club*"; sub 2., d), *i.e.* the "*[a]nnulment of the SFA decision to approve and deal with electoral committee headed by Mr. Ali Al Baloula due to tis illegitimacy*" and sub 2. lit. e), *i.e.* the "*[a]nnulment of the SFA decision to supervise the club election on 30 December 2022*", the Sole Arbitrator considers that it is sufficient to note that these requests are obviously directed against decisions or acts allegedly taken by the SFA and not against the Appealed Decision. Hence, they fall outside the scope of the

present appeal and the Sole Arbitrator's mandate.

69. The same conclusion must be drawn in regard to the Appellant's request sub 3), *i.e.* the "[a]nnulment of the SFA decision to recognize and deal with Mr. Haitham Mohamed Nour as a general manager". Indeed, the Appealed Decision emanates from the KLFA and not from the SFA and does, moreover, not even contain a mention of the SFA's alleged decision to recognize or deal with Mr. Haitham Mohamed Nour as general manager of the Club.
70. In accordance with the CAS jurisprudence mentioned above, the Sole Arbitrator finds that the CAS' power of review in this matter is limited in the sense that the matter in dispute before it cannot go further than what the object of the dispute before the KLFA's Board of Directors was. Thus, the Sole Arbitrator holds that the Appellant's requests sub 2., sub 2. lit. a), d) and e) as well as sub 3. are inadmissible.
71. As regards the Appellant's requests for relief under sub 2. lit. b) and c), the Sole Arbitrator recalls that according to settled CAS jurisprudence in "*principle, a request is inadmissible, if it lacks legal interest ('Rechtsschutzinteresse', 'intérêt à agir'). This condition of admissibility is explicitly provided for in Art. 59 (2) lit. a of the Swiss Code of Civil Procedure [...]. Thus, a reasonable legal interest is a condition for access to justice. A court shall only be bothered to decide the merits of a request, if the applicant has a sufficient legal interest in the outcome of the decision. If – on the contrary – the request is not helpful in pursuing the applicant's final goals, the scarce judicial resources shall not be wasted on such matter. The condition of sufficient legal interest serves first and foremost public interests, i.e. to restrict the case load for the courts by striking 'purposeless' claims from the court's registry. This public interest is clearly evidenced by the fact that the courts examine this (procedural) condition sua sponte (Art. 62 CCP). Even if aspects of public interest before state courts are not easily transferable mutatis mutandis to arbitration proceedings (cf. GIRSBERGER/VOSEER, International Arbitration, 3<sup>rd</sup> ed. 2016, no. 1194), this Panel holds that a claim shall be deemed inadmissible if it clearly does not serve the purpose of the Appellant*" (CAS 2016/A/4602).
72. Further, pursuant to the jurisprudence of the CAS, "*l'intérêt digne de protection suppose un intérêt actuel à obtenir l'annulation ou la modification de la décision attaquée. Cet intérêt doit exister tant au moment du dépôt du recours qu'au moment où l'arrêt est rendu. La jurisprudence fait exceptionnellement abstraction de l'exigence de l'intérêt actuel lorsque la contestation peut se reproduire en tout temps dans des circonstances analogues, que sa durée brève empêcherait systématiquement à l'autorité de vérifier la légalité de la solution, et qu'en raison de sa portée de principe, il existe un intérêt public suffisamment important à trancher de la question litigieuse [...]*" (free translation: "*the interest worthy of protection presupposes a current interest in obtaining the annulment or amendment of the contested decision. That interest must exist both at the time when the action is lodged and at the time when the judgment is rendered. By way of exception, the case-law disregards the requirement of a current interest where the dispute can recur at any time in similar circumstances, where the short span of the interest would systematically prevent the authority from verifying the legality of the solution, and where, on account of its principal scope, there is a sufficiently large public interest to settle the question in dispute*"). Thus, as a general rule, the sufficient legal interest of an appellant must exist at the moment of the filing of the appeal as well as at the moment the judgment is being rendered.
73. In the present case, the Sole Arbitrator notes that although it can be considered that the Appellant has been directly affected by the Appealed Decision excluding its youth team from

participating in the Youth League, on the one hand, the Appellant's request sub 2. lit. b), *i.e.* the "*Acceptance of the request for participation of the Club's Youth team field by Mr Adam Abdall[h] Adam to first respondent*", does not aim at seeing its youth team being retroactively admitted to the competition and, on the other hand, the Appealed Decision does not produce any enduring effects. Indeed, as acknowledged by all the Parties during the hearing, the first part of the Youth League finished on 14 January 2023 and the second part will start after the Ramadhan. Further, in its answer to a question from the Sole Arbitrator, the First Respondent stated, without being contradicted by the Appellant, that the Appealed Decision does not preclude the Appellant's team from participating in the second part of the Youth League if the Appellant submits an application in this sense, under the condition that there is just one such application from the Club or – in case of doubt – that the SFA confirms that the application was signed by a legitimate legal representative of the Club. Hence, the Appealed Decision has exhausted its legal effects and it seems improbable that, given the particular circumstances under which it arose, *i.e.* due to the absence of a timely answer from the SFA, the dispute would recur. In light of the above, the Sole Arbitrator considers that the Appellant has no current legal interest in seeing its request for relief sub 2. lit. c). granted. Thus, this request for relief is equally inadmissible.

74. Concerning the Appellant's request for relief sub 2. lit. c), *i.e.* "[r]eject the request filed by Mr. Ayman Mubarak to first respondent regarding the participation of the youth team due to its illegitimacy", the Sole Arbitrator considers that the Appellant will have no benefit in seeing this request granted. Indeed, as is clear from the Appealed Decision, the KLFA's Board of Directors rejected the request for participation in the Youth League submitted by Mr. Ayman Mubarak and it is not even alleged that that aspect of the Appealed Decision has been appealed by the concerned party, *i.e.* Mr. Ayman Mubarak. Hence, the Appellant cannot be considered as having a sufficient legal interest – in the sense of the above-mentioned jurisprudence – to obtain a decision in its favour with respect to its request for relief sub 2, lit. c). Thus, this request for relief is also inadmissible.
75. In view of the above considerations, the Sole Arbitrator finds that the Appeal is inadmissible in its entirety.

## **ON THESE GROUNDS**

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

1. The appeal filed by Al Merrikh Sport Club on 5 December 2022 against the decision rendered by the Board of Directors of the Khartoum Local Football Association on 28 November 2022 is inadmissible.
2. (...).
3. (...).
4. All other and further motions or prayers for relief are dismissed.