

Disciplinary Committee

FIFA[®]

Date: 30 July 2024

Sent to:
Alahly Benghazi SC

Cc:
- Mr. Moez Chebbi

- Libyan Football Federation

Notification of the grounds of the Decision Ref. no. FDD-18615

Dear Madam, Dear Sir,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 27 June 2024.

The Libyan Football Federation (in copy) is kindly requested to forward this decision to its affiliated club, Alahly Benghazi SC.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

FIFA



Carlos Schneider
Director of the FIFA Judicial Bodies

Fédération Internationale de Football Association

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Decision of the FIFA Disciplinary Committee

passed on 27 June 2024

DECISION BY:

Lord VEEHALA (Tonga), Member

ON THE CASE OF:

Alahly Benghazi SC

(Decision FDD-18615)

REGARDING:

Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions*

I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the member of the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 14 August 2023, the Court of Arbitration for Sport (**CAS**) issued its Award in the matter ref. TAS 2021/O/8473 (**the CAS Award**) as follows:

"(...)

2. *Orders Al Ahly Benghazi (**the Respondent**) to pay Moez Chebbi (**the Claimant**) the sum of USD 10,000 with interest at interest at 5% per annum from 11 February 2021.*

3. *Determines that the arbitration costs, which will be communicated subsequently by the CAS Registry, shall be borne by Moez Chebbi at the rate of 20% and by Al Ahly Benghazi at the rate of 80%." (Free English translation).*

3. On 14 June 2024, the Claimant *inter alia* informed the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) that he had not been paid the amount(s) due to him in accordance with the CAS Award and requested the initiation of disciplinary proceedings against the Respondent for the failure to comply in full with the CAS Award.
4. Likewise on 14 June 2024, the Secretariat proposed the following sanction(s) to the Respondent in accordance with art. 58 of the FIFA Disciplinary Committee (**FDC**) as read in conjunction with Annexe 1 FDC (**the Proposal**):

"1. *The Respondent, Alahly Benghazi SC, shall pay to Mr Moez CHEBBI as follows:*

- *USD 10,000 as outstanding amount plus 5% p.a. until the date of effective payment.*

2. *The Respondent is granted a final deadline of 30 days as from the present proposal becoming final and binding in which to pay the amount(s) due. 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 registering new players will be issued until the complete amount due is paid.*

3. *The Respondent shall pay a fine to the amount of CHF 2,000."*

5. On 16 June 2024, the Respondent provided the Secretariat with its position, as summarized in the relevant section below.
6. On 17 June 2024, the Secretariat informed the parties that the present matter would be referred to the next meeting of the FIFA Disciplinary Committee (**the Committee**).

7. On the same day (17 June 2024), the Claimant submitted an unsolicited reply, in which the latter explained that:
- The CAS award was final and binding, and therefore irrevocable.
 - The rights of the Respondent were duly respected during the CAS proceedings.
 - CAS granted several deadlines for response and sent the relevant documents to the Respondent by email (with the Claimant copied in).
 - The proceedings were in the execution phase of the CAS Award and no longer in the investigation phase.
 - It is not up to the Claimant to produce again the documents that led CAS to render the CAS Award.
 - CAS found that it had jurisdiction, and the plea of lack of jurisdiction is inoperative at this stage.

II. RESPONDENT'S POSITION

8. The position submitted by the Respondent can be summarised as follows:
- The link provided by FIFA, containing the case documents, did not include any contract submitted by the Claimant.
 - CAS did not have jurisdiction to issue the CAS Award, as there is no clear-written text allowing for CAS jurisdiction.
 - The case has been ongoing for more than two years, and all its correspondence was made before the adoption of the Legal Portal as a platform for exchanging documents. Therefore, the investigation proceedings of the case should be reopened.
 - There is no request for relief in the Claimant's letter to FIFA.
 - The Respondent never received any correspondence regarding the proceedings before CAS, and it did not express its position in this course.
 - In this regard, the Respondent requests the reopening of the investigation proceedings, that the Claimant submit all the contracts and documents on which his position is based, and confirmation that CAS did not have jurisdiction to issue the CAS Award.

III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

9. In view of the circumstances of the present matter, the Committee decided to first address the procedural aspects of the present matter, namely, its jurisdiction as well as the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with the CAS Award as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

10. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FDC.
11. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of arts. 56 and 57 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.
12. In addition, and on the basis of art. 51 (2) of the FIFA Statutes, the Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.

B. Applicable legal framework

13. With respect to the matter at hand, the Committee pointed out that the disciplinary offense, *i.e.* the Respondent's potential failure to comply with the CAS Award, was committed after the entry into force of the 2023 edition of the FDC. In this respect, the Committee deemed that the merits as well as the procedural aspects of the present case should fall under the 2023 edition of the FDC.
14. Having established the above, the Committee next wished to recall the content and scope of the provision(s) at stake, namely that of art. 21 of the FDC.
15. According to this provision:

"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, a subsidiary 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, a subsidiary or an instance of FIFA, or by CAS:

a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:

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;

(...)

h) 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 ban on registering new players will be issued 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 ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;

(...)”

16. Moreover, for the sake of good order, it is worth emphasising that in line with art. 57 (1) (h) FDC, cases involving matters under art. 21 FDC may be decided by one member of the Disciplinary Committee alone, as in the present case.
17. Finally, the Committee underlined that, equal to the competence of any enforcement authority, it cannot review or modify the substance of a previous decision, which is final and binding, and thus has become enforceable.
18. Its jurisdiction being established, and the applicable law determined, the Committee subsequently turned its attention to the CAS Award.

C. Merits of the dispute

I. Analysis of the facts in light of art. 21 FDC

19. As a starting point, the Committee observed that the present disciplinary proceedings referred to a potential failure of the Respondent to comply with the CAS Award, by means of which the Respondent had been ordered to pay to the Claimant the amount(s) as outlined above.
20. The above having been established, the Committee recalled that no challenge was lodged before the Swiss Federal Tribunal against the CAS Award, which therefore became final and binding.
21. In this context, the Committee recalled that it is not allowed to analyse the case decided by CAS as to the substance, in other words, *inter alia* to check whether CAS was competent to hear the dispute but has as a sole task to analyse if the Respondent complied with the relevant final and binding award¹.
22. Taking into account the foregoing, the Committee pointed out that the Respondent’s claims pertained to the substance of the CAS Award and as such, fell outside the scope of competence of the FIFA Disciplinary Committee.

¹ CAS 2018/A/5779 - par. 51

23. In these circumstances, the Committee observed that subsequent to the opening of the disciplinary proceedings against the Respondent, the latter did not provide any proof of payment. Similarly, the Claimant did not confirm the receipt of the outstanding amounts or grant the Respondent any further time to settle its debt.
24. In view of the above, the Committee had no other choice but to conclude that the Respondent had failed to pay to the Claimant the outstanding amounts due to it in accordance with the CAS Award.
25. As a result, the Committee found that the Respondent, the Committee concluded that the Respondent, by its conduct as described above, is considered guilty of non-compliance with a financial decision under the terms of art. 21 FDC – specifically, with the CAS Award.

II. The determination of the sanction

26. With regard to the applicable sanctions, the Committee observed in the first place that the Respondent is a legal person, and as such was subject to the sanctions described under arts. 6 (1) and 6 (3) FDC.
27. Notwithstanding the above, the Committee recalled that art. 21 FDC foresees specific sanctions for anyone who fails to pay another person a sum of money in full or in part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:
 - (i) will be fined and receive any pertinent additional disciplinary measure (lit. a); and
 - (ii) will be granted a final deadline of 30 days in which to pay the amount due (lit. b);
 - (iii) (in the case of legal persons as *in casu*) 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 registering new players will be issued 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 ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason (lit. d).
28. Consistently with the above, and with respect to the fine to be imposed, the Committee underlined that, in line with art. 6 (4) FDC, it shall range between CHF 100 and CHF 1,000,000.
29. This being established, the Committee emphasised that the Respondent withheld the amounts unlawfully from the Claimant.
30. In this respect, the Committee pointed out that Annexe 1 FDC provides for a list of specific disciplinary measures that may be taken into consideration in cases concerning failures to respect financial decisions. As such, after analysing the circumstances pertaining to the present case and whilst taking

into account the outstanding amount(s) due in light of Annexe 1 FDC, the Committee regarded a fine amounting to CHF 2,000 as appropriate.

31. Furthermore, in application of art. 21 (1) (b) FDC, the Committee granted the Respondent a final deadline of 30 days to pay the amounts due to the Claimant.
32. Further, in accordance with art. 21 (1) (h) FDC, the Respondent is hereby warned and notified that, in the case of default within the period stipulated, a registration ban (at national and international level) will be automatically imposed until the complete amounts due are paid. For the sake of good order, the Committee recalled that a deduction of points or relegation to a lower division may later be ordered in addition to the registration ban in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the present decision).

IV. DECISION OF THE DISCIPLINARY COMMITTEE

- 1. Alahly Benghazi SC is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 14 August 2023 (Ref. CAS 2021/O/8473).**
- 2. Alahly Benghazi SC is ordered to pay to Mr Moez Chebbi as follows:**
 - USD 10,000 as outstanding amount plus 5% p.a. until the date of effective payment.**
- 3. Alahly Benghazi SC is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount due. 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 registering new players will be issued automatically until the complete amount due is paid.**
- 4. Alahly Benghazi SC is ordered to pay a fine to the amount of CHF 2,000.**
- 5. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Lord VEEHALA (Tonga)

Member of the FIFA Disciplinary Committee

NOTE RELATING TO THE TERMS OF THE DECISION:

According to art. 58 (1) of the FIFA Statutes reads together with arts. 52 and 61 of the FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:

The Respondent, Alahly Benghazi SC, is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Libyan Football Federation of every payment made and to provide the relevant proof of payment.

The Creditor, Mr Moez Chebbi, is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Libyan Football Federation of every payment received.

NOTE RELATING TO THE REGISTRATION BAN:

The registration ban mentioned in para. 3. of the present decision will be implemented automatically and immediately at national and international level by the Libyan Football Federation and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. In such case, the Libyan Football Federation is reminded of its duty to implement this decision and provide FIFA with proof that the registration ban has been implemented at national level, any failure to do so being subject to potential sanctions (which can lead to an expulsion from FIFA competitions) being imposed by the FIFA Disciplinary Committee.

The registration ban shall cover all men eleven-a-side teams of the Respondent – first team and youth categories –.

The Respondent shall only be able to register new players, either nationally or internationally, upon the payment to the Creditor of the complete amount due. In particular, the Respondent may not make use of the exception and the provisional measures stipulated in art. 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

A deduction of points or relegation to a lower division may be ordered in addition to the registration ban in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason.

NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to the abovementioned case number.