



Arbitration CAS 2018/A/5915 Qatar Sports Club v. Fédération Internationale de Football Association (FIFA), award of 17 January 2019

Panel: Mr Lars Hilliger (Denmark), President; Mr Mingchao Fan (China); Mr Mark Hovell (United Kingdom)

Football

Disciplinary dispute

Force majeure

Facts pertaining to the scope of disciplinary proceedings

1. The occurrence of force majeure implies an objective, rather than a personal impediment, beyond the control of the obliged party, that is unforeseeable, that cannot be resisted, and that renders the performance of the obligation impossible. In addition, the conditions for the occurrence of force majeure are to be narrowly interpreted since force majeure introduces an exception to the binding force of an obligation. In this context, a delayed reception of funds, a loss of sponsorship agreement and of lease contract and a relegation of a team to a lower division (with further financial consequences) do not constitute force majeure causes and consequently bear no exonerating effects.
2. The FIFA Disciplinary Committee can only take into consideration any possible facts arising after the date on which the relevant decision has been rendered. Any other considerations would fall outside the scope of proceedings under Art. 64 of the FIFA Disciplinary Code.

I. PARTIES

1. Qatar Sports Club (the “Appellant” or the “Club”) is a professional football club affiliated with the Qatar Football Association (the “QFA”), which in turn is affiliated with the Fédération Internationale de Football Association.
2. The Fédération Internationale de Football Association (“FIFA” or the “Respondent”) is the world governing body of Football, whose headquarters are located in Zürich, Switzerland.

II. FACTUAL BACKGROUND

A. Background Facts

3. Below is a summary of the relevant facts and allegations as established by the Panel on the basis of the decision rendered by the FIFA Disciplinary Committee (the “FIFA DC”) on 10 August 2018 (the “Decision”), the written and oral submissions of the Parties and evidence adduced. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, the Panel refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.
4. On 30 November 2015, the FIFA Dispute Resolution Chamber (the “FIFA DRC”), further to the unilateral termination by the football player H. (the “Player”) of his employment contract with the Appellant, decided as follows:
 - “1. *Prima facie, it appears to be plausible to consider that the termination of the employment contract between [the Player] and [the Appellant], occurred with just cause.*
 2. *The aforementioned prima facie appreciation is without prejudice to any decision to be possibly passed by the Dispute Resolution Chamber as to the substance of the contractual dispute arisen between [the Player], [the Appellant] and the club, [K.]”.*
5. On 17 February 2016, and following the Appellant’s statement of appeal with the CAS against the Player and [club K.] with respect to the FIFA DRC decision of 30 November 2015, and taking into account the fact that the proceedings before the CAS were connected to pending FIFA proceedings in relation to the substance of the contractual dispute between the said parties, and to avoid any contradictory decisions, the President of the CAS Appeals Arbitration Division decided to suspend the CAS procedure until a decision was issued by FIFA in the context of the pending procedures before it.
6. On 29 July 2016, and in relation to the substance of the contractual dispute between the Appellant, the Player and [club K.], the FIFA DRC decided, *inter alia*, as follows:
 - “1. *The claim of [the Player] is accepted.*
 2. *[The Appellant] is ordered to pay to [the Player] within 30 days as from the date of notification of this decision, the amount of EUR 15,309 as interests.*
 3. *[The Appellant] is ordered to pay to [the Player] within 30 days as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 6,000,000 plus 10% interest p.a. as from 5 October 2015 until the date of effective payment.*

4. *In the event that the amount due to [the Player] in accordance with the above-mentioned numbers 2. and 3. are not paid by [the Appellant] within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.*
5. *The counterclaim of the [Appellant] is rejected.*
6. *[The Player] is directed to inform [the Appellant] 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 made”.*
7. On 3 November 2016, the Appellant filed a statement of appeal with the CAS (CAS 2016/A/4847) against the Player, [club K.] and FIFA with respect to the decision issued by the FIFA DRC on 29 July 2016, following which the CAS rendered its arbitral award (the “CAS Award”) on 27 July 2017, and decided as follows:
 - “1. *The appeal filed by [the Appellant] on 3 November 2016 against the decision issued on 29 July 2016 by the FIFA Dispute Resolution Chamber is partially upheld.*
 2. *The decision issued on 29 July 2016 by the FIFA Dispute Resolution Chamber is confirmed with the exception of item no. 2, which is amended as follows: Qatar Sports Club is ordered to pay EUR 7,260 to [the Player] plus interest at the rate of 5% per annum on the sum of EUR 7,260 calculated from 8 October 2015 until the date of effective payment.*
 3. *The costs of the arbitration, to be determined and served to the parties by the CAS Court Office shall be borne as follows: 95% by Qatar Sports Club and 5% by [the Player].*
 4. *Qatar Sports Club is ordered to pay [the Player] a total amount of CHF 5,000 (...) towards the expenses incurred in connection with these arbitration proceedings.*
 5. *Qatar Sports Club is ordered to pay [club K.] a total amount of CHF 15,000 (...) as contribution towards the expenses incurred in connection with these arbitration proceedings.*
 6. *All other motions or prayers for relief are dismissed”.*
8. On 12 January 2018, the FIFA Players’ Status Department requested the Appellant to immediately pay the relevant amount to the Player and to provide a copy of payment receipt of the relevant amount by 1 February 2018 as the entire file would otherwise be forwarded to the FIFA DC for consideration and formal decision.
9. On 9 February 2018, and without having received any receipt of payment or other reaction from the Appellant, the FIFA Players’ Status Department informed the Appellant and the Player that the case had been referred to the secretariat to the FIFA DC.

B. Proceedings before the FIFA Disciplinary Committee

10. By letter of 25 July 2018 from the Deputy Secretary of the FIFA DC, the QFA was informed that the Appellant had not acted in accordance with the CAS Award and that disciplinary proceedings would therefore now be opened against the Appellant, further stating, *inter alia*, as follows:

“Should [the Appellant] pay all the outstanding amounts by 8 August 2018 at the latest and send us copy of proof of payment by the same deadline, the case will not be submitted to the FIFA Disciplinary Committee and the disciplinary proceedings will be closed.

Should [the Appellant] fail to submit a statement or pay the outstanding amounts by the specified deadline, this matter will be submitted to the FIFA Disciplinary Committee for consideration and a formal decision, within the next week as of the expiry of the aforementioned time limit. The decision will be passed based on the file in its possession (cf. art. 110 par 4 FDC).

(...)

The Qatar Football Association is kindly requested to forward this letter to [Appellant] immediately”.

11. On 9 August 2018, the legal representative of the Player informed FIFA that, to that date, the Appellant had not made any payment of the amounts due.
12. On 10 August 2018, the FIFA DC rendered the Decision and decided, *in particular*, that:

- “1. The club Qatar Sports Club is found to have infringed art. 64 of the FIFA Disciplinary Code as it is guilty of failing to comply with the decision passed by the Court of Arbitration for Sport on 27 July 2017, according to which it was ordered to pay to [the player]:*

EUR 7,260 plus interest at the rate of 5% per annum on the sum of EUR 7,260 calculated from 8 October 2015 until the date of effective payment;

EUR 6,000,000 as compensation for breach of contract plus 10% interest p.a. as from 5 October 2015 until the date of effective payment;

CHF 15,000 as contribution towards the expenses incurred in connection with the arbitration proceedings.

- 2. The Debtor is ordered to pay a fine to the amount of CHF 30,000. The fine is to be paid within 90 days of notification of the present decision (...).*
- 3. The Debtor is granted a final deadline of 90 days as from notification of the present decision in which to settle its debt to the Creditor.*
- 4. If payment is not made to the Creditor and proof of such a payment is not provided to the secretariat of the FIFA Disciplinary Committee and to the Qatar Football Association by this deadline, six (6)*

points will be deducted automatically by the Qatar Football Association without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat.

5. *In addition, if payment is not made to the Creditor and proof of such a payment is not provided to the secretariat to the FIFA Disciplinary Committee and the Qatar Football Association by the aforementioned deadline, a ban from registering new players, either nationally or internationally, for four (4) entire and consecutive registration periods will be imposed on the Debtor as from the first day of the next registration period following the expiry of the granted deadline. Once the deadline has expired, the transfer ban will be implemented automatically at national and international level by the Qatar Football Association 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. The transfer ban shall cover all men eleven-a-side teams of the Debtor – first team and youth categories -. The Debtor shall be able to register new players, either nationally or internationally, only from the next registration period following the complete serving of the transfer ban or upon the payment to the Creditor of the total outstanding amount, if this occurs before the full serving of the transfer ban. In particular, the Debtor may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.*
 6. *If the Debtor still fails to pay the amount due to the Creditor even after the deduction of points and the complete serving of the transfer ban in accordance with point 4 and 5 above, the FIFA Disciplinary Committee, upon request of the Creditor, will decide on a possible relegation of the Debtor's first team to the next lower division.*
 7. *As a member of FIFA, the Qatar Football Association is reminded of its duty to implement this decision and provide FIFA with proof that the points have been deducted in due course and that the transfer ban has been implemented at national level. If the Qatar Football Association does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.*
 8. *The costs of these proceedings amounting to CHF 3,000 are to be borne by the Debtor and shall be paid according to the modalities stipulated under point 2 above”.*
13. On 29 August 2018, the grounds of the Appealed Decision were communicated to the Appellant.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

14. On 18 September 2018, the Appellant filed its Statement of Appeal in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”) against the Decision rendered by the FIFA DC on 10 August 2018.
15. By letter of 26 September 2018 from the FIFA DC, the Appellant, the Player and the QFA were informed that, due to the appeal, the disciplinary proceedings were declared suspended for the duration of the appeal procedure.

16. On 28 September 2018, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
17. On 22 October 2018, the Respondent filed its Answer in accordance with Article R55 of the CAS Code.
18. By letter dated 29 October 2018, and in accordance with Article R54 of the CAS Code, the Parties were informed by the CAS Court Office that the Panel had been constituted as follows: Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark (President of the Panel), Mr Mingchao Fan, Professor in Shanghai, China (nominated by the Appellant), and Mr Mark Hovell, Solicitor in Manchester, United Kingdom (nominated by the Respondent).
19. The Parties both duly signed and returned the Order of Procedure.
20. On 10 December 2018, a hearing was held in Lausanne, Switzerland.
21. In addition to the Panel, Mr William Sternheimer, Deputy Secretary General, and the following persons attended the hearing:
 - For the Appellant:
 - Mr Nasr El-Din Azzam, Counsel
 - Mr Alejandro Pascual, Counsel
 - For the Respondent:
 - Mr Jacques Blondin, Legal counsel
 - Mr Francisco Chamut, Legal counsel
22. At the outset of the hearing, the Parties confirmed that they had no objections to the constitution of the Panel.
23. The Parties were afforded ample opportunity to present their case, submit their arguments and answer the questions posed by the Panel. After the Parties' final submission, the Panel closed the hearing and reserved its final award. The Panel took into account in its subsequent deliberations all the evidence and arguments presented by the Parties although they may not have been expressly summarised in the present Award.
24. Upon the closure of the hearing, the Parties expressly stated that they had no objections in respect of their right to be heard and to have been treated equally and fairly in these arbitration proceedings.

IV. SUBMISSIONS OF THE PARTIES

25. In its Appeal Brief, the Appellant requested the following relief from the Panel:

- “1. To accept this Appeal against the Decision rendered by the Respondent.*
 - 2. To determine that the period of grace of 90 (ninety) days established by the Respondent shall automatically remain suspended until the existence of a final and binding award and consequently no further sanctions can be applied to the Appellant.*
 - 3. To determine that the failure to comply with the award rendered by CAS on 27 April 2017 was due to a force majeure cause and, in any event, such failure can never be attributed to the Appellant.*
 - 4. To determine that no violation of Article 64 of the FIFA Disciplinary Code was committed and therefore no sanction shall be imposed to the Appellant.*
 - 5. To determine that the Appellant shall not pay any costs derived from the proceedings before the FIFA Disciplinary Committee.*
 - 6. To determine any other relief the Panel may deem appropriate.*
 - 7. To fix a sum of CHF 15,000.00/- (Fifteen Thousand Swiss Francs) to be paid by the Respondent to the Appellant, for the payment of its legal fees and costs.*
 - 8. To condemn the Respondent to the payment of the whole CAS administration costs and the Arbitrators fees, if any”.*
26. The Appellant’s submissions, in essence, may be summarised as follows:
- In general, Qatari football clubs are highly dependent on funding from external institutions like the QFA.
 - The established financial model in the Qatar Stars League provides that any and all football related income, mainly regarding TV rights and other commercial rights, are centralised via the QFA and the Qatar Olympic Committee (the “QOC”), the latter being in charge of distributing among any and all of its affiliated members (Qatari clubs) the corresponding portion of the annual budget or income therein generated.
 - As such, each Qatari club receives an annual allocation for the new sporting season according to its ranking in the former season, which distribution is affected by the Professional Players Committee (the “PPC”), a body belonging to the QFA and the QOA. This budget is mainly granted to Qatari clubs in order to pay the salaries of professional foreign players and coaches employed by the clubs and, consequently, the budget of every single Qatari club is structured according to the payments calendar drawn to every club by the QFA and the QOC, anticipating the dates on which each part of their corresponding financial allocation will be distributed.
 - However, at the beginning of the 2014/2015 sporting season, these instalments from the QFA and the QOC were delayed, which, for some time, gravely affected the capacity of

the Appellant to make timely payment of its debt to its players, employees and any other creditors.

- The Player was at all times informed about this situation and about the Appellant's persistent intention to fulfill its financial obligations. Furthermore, the maximum delay it incurred into effecting any payment never exceeded six weeks.
- Thus, the impossibility of the Appellant to comply with its payment obligations towards the Player must be understood as a "force majeure" situation.
- Furthermore, as of August 2015 the Appellant's financial situation was seriously affected by the unexpected end of the Appellant's sponsorship agreement with Qatar National Bank, which left the club in a complicated financial situation in a short term, which was also worsened by the fact that the said bank did not renew its lease for the bank's premises with the Appellant.
- On top of that, and due to the sporting damages caused by the Player's termination of his employment with the Club, the Appellant ended up ranking 13 in the Qatar Stars League after the 2015/2016 season, which led to its relegation to the lower league for the first time ever.
- The relegation to the lower league further resulted in a significant decrease of the financial allocation distributed from the PPC from QR 34,000,000.00 for playing in the Super League in the 2015/2016 season to QR 3,000,000.00 for playing in the Qatari second division in the 2016/2017 season.
- Based on that, it is proved that the Appellant's failure to comply with its financial obligations towards the Player in accordance with the CAS Award was not due to the Appellant's fault or negligence and was only caused by a force majeure situation which in no case can be attributed to the Appellant.
- Finally, it must be stressed that the Appellant did in fact attempt to reach a Settlement Agreement with the Player with regard to a payment plan, which, however, the Player refused to enter into.

27. In its answer, the Respondent requested the following relief from the Panel:

- "1. To reject the Appellant's appeal in its entirety.*
- 2. To confirm the [FIFA DC Decision] rendered by the FIFA Disciplinary Committee on 10 August 2018 hereby appealed against.*
- 3. To order the Appellant to bear all costs and legal expenses incurred with the present procedure".*

28. The Respondent's submissions, in essence, may be summarised as follows:

- First of all, in the event of non-compliance with FIFA decisions or those of the CAS, the Swiss Federal Supreme Court has deemed the system and procedure concerning the application of Art. 64 of the FIFA Disciplinary Code as solid and lawful.
- With regard to the sanction imposed on the Appellant, it must be recalled that anyone who fails to pay another person or a club or FIFA a sum of money in full or in part, even though instructed to do so, will be sanctioned in accordance with Art. 64, para. 1, of the FIFA Disciplinary Code.
- The spirit of the said article is to enforce decisions comparable to judgments that have been rendered by a body of FIFA or by the CAS, and the possible sanctions stipulated in the article are designed to put the debtor under pressure to finally comply with the decision. Nonetheless, proceedings under Art. 64, para. 1, are to be considered as the imposition, rather than enforcement, of a sanction for breach of an association's regulations and under the terms of association law.
- Furthermore, it must be stressed that the FIFA DC is not allowed to analyse a case decided by the relevant body as to substance, but has been assigned with the sole task of analysing whether the debtor complied with the final and binding decision of the relevant body.
- In this case, it is clear and uncontested that the Appellant was ordered by the decision of the FIFA DRC, which was, in essence, confirmed by the CAS, to pay a sum of money to the Player and that the Appellant has not made such payment, not even partially, and it is further uncontested that the Appellant failed to enter into any payment plan regarding the said payment obligation.
- In these circumstances, the Appellant is in breach of Art. 64 of the FIFA Disciplinary Code.
- The Appellant's submission that the breach of Art. 64 of the FIFA Disciplinary Code was caused by a force majeure situation and therefore no sanction should be imposed on the Appellant must be rejected.
- First of all, it must be stressed that the FIFA DC can only take into consideration any possible facts arising after the date on which the relevant decision has been rendered. Any other considerations would fall outside the scope of proceedings under Art. 64 of the FIFA Disciplinary Code.
- The alleged justifications brought forward by the Appellant cannot be considered as causes of force majeure and are not valid reasons for not complying with the payment obligations.
- It must be recalled that the claim regarding the payment of the Player's salaries has already been decided before the FIFA DRC and subsequently by the CAS, for which reason the

arguments brought forward in relation to the non-payment of the said salaries are irrelevant to the present case.

- Furthermore, it must be recalled that force majeure implies an objective impediment, beyond the control of the obliged party, that is unforeseeable, that cannot be resisted and that renders the performance of the obligation impossible.
- Moreover, the concept of force majeure must be narrowly interpreted.
- All of the circumstances adduced by the Appellant are far away from satisfying the abovementioned conditions and therefore cannot seriously be considered to be causes of force majeure.
- The alleged financial difficulties faced by the Appellant due to the delay in the receipt of the income to be distributed by QFA and the QOC, the loss of sponsorships and the relegation to a lower division cannot be considered as relevant arguments in view of the constant and well-established jurisprudence of the CAS, according to which financial difficulties or the lack of financial means of a club cannot be used as a justification for the non-compliance with an obligation.
- In addition, the Appellant never submitted any evidence to substantiate the alleged causes.
- As such, the FIFA DC correctly applied Art. 64 of the FIFA Disciplinary Code.
- Finally, and as not contested by the Appellant, the sanctions imposed on the Appellant are proportionate, and in any event, the CAS must only amend a disciplinary decision of a FIFA judicial body in cases in which it finds that the relevant body exceeded the margin of discretion accorded to it by the principle of association autonomy.

V. JURISDICTION

29. Article R47 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body”.

30. With respect to the Decision, the jurisdiction of the CAS derives from Article 58 of the FIFA Statutes and Article 64 of the FIFA Disciplinary Code. In addition, neither the Appellant nor the Respondent objected to the jurisdiction of the CAS, and both Parties confirmed the CAS jurisdiction when signing the Order of Procedure.

31. It follows that the CAS has jurisdiction to decide on the appeal of the Decision.

VI. ADMISSIBILITY

32. 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 of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late”.

33. The grounds of the Decision were notified to the Appellant on 29 August 2018, and the Appellant’s Statement of Appeal was lodged on 18 September 2018, *i.e.* within the statutory time limit of 21 days set forth in Article R49 of the CAS Code, which is not disputed. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Article R48 and R51 of the CAS Code.

34. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

35. Article R58 of the CAS Code provides as follows:

“The Panel shall decide the dispute according to the applicable regulations and 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

36. The Parties agree that the applicable regulations in these proceedings for the purpose of Article 58 of the CAS Code are the rules and regulations of FIFA and, additionally, Swiss law since the present Appeal is directed against a decision issued by the FIFA DC applying the rules and regulations of the same.

37. Based on the above, and with reference to the filed submissions, the Panel is satisfied to accept the application of the various rules and regulations of FIFA and, additionally, Swiss law.

VIII. MERITS

38. Initially, the Panel notes that it is uncontested by the Parties that pursuant to the decision rendered by the FIFA DRC on 29 July 2016, and in essence confirmed in the CAS Award, *inter alia*, the Appellant has to pay to the Player within 30 days as from the date of notification of the CAS decision, a) the amount of EUR 7,260 plus interest at the rate of 5% *p.a.* on the sum of EUR 7,260 as from 8 October 2015 until the date of effective payment, and b) compensation for breach of contract in the amount of EUR 6,000,000 plus 10% interest *p.a.* as from 5 October 2015 until the date of effective payment.

39. It is further uncontested that the Appellant never paid any of these amounts, either in full or in part, and it is also uncontested that the Appellant failed to enter into a payment plan with the Player.

40. Based on the foregoing, on 10 August 2018, the FIFA DC rendered its Decision as follows:

“1. The club Qatar Sports Club is found to have infringed art. 64 of the FIFA Disciplinary Code as it is guilty of failing to comply with the decision passed by the Court of Arbitration for Sport on 27 July 2017, according to which it was ordered to pay to [the player]:

EUR 7,260 plus interest at the rate of 5% per annum on the sum of EUR 7,260 calculated from 8 October 2015 until the date of effective payment;

EUR 6,000,000 as compensation for breach of contract plus 10% interest p.a. as from 5 October 2015 until the date of effective payment;

CHF 15,000 as contribution towards the expenses incurred in connection with the arbitration proceedings.

- 2. The Debtor is ordered to pay a fine to the amount of CHF 30,000. The fine is to be paid within 90 days of notification of the present decision (...).*
- 3. The Debtor is granted a final deadline of 90 days as from notification of the present decision in which to settle its debt to the Creditor.*
- 4. If payment is not made to the Creditor and proof of such a payment is not provided to the secretariat of the FIFA Disciplinary Committee and to the Qatar Football Association by this deadline, six (6) points will be deducted automatically by the Qatar Football Association without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat.*
- 5. In addition, if payment is not made to the Creditor and proof of such a payment is not provided to the secretariat to the FIFA Disciplinary Committee and the Qatar Football Association by the aforementioned deadline, a ban from registering new players, either nationally or internationally, for four (4) entire and consecutive registration periods will be imposed on the Debtor as from the first day of the next registration period following the expiry of the granted deadline. Once the deadline has expired, the transfer ban will be implemented automatically at national and international level by the Qatar Football Association 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. The transfer ban shall cover all men eleven-a-side teams of the Debtor – first team and youth categories -. The Debtor shall be able to register new players, either nationally or internationally, only from the next registration period following the complete serving of the transfer ban or upon the payment to the Creditor of the total outstanding amount, if this occurs before the full serving of the transfer ban. In particular, the Debtor may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.*

6. *If the Debtor still fails to pay the amount due to the Creditor even after the deduction of points and the complete serving of the transfer ban in accordance with point 4 and 5 above, the FIFA Disciplinary Committee, upon request of the Creditor, will decide on a possible relegation of the Debtor's first team to the next lower division.*
 7. *As a member of FIFA, the Qatar Football Association is reminded of its duty to implement this decision and provide FIFA with proof that the points have been deducted in due course and that the transfer ban has been implemented at national level. If the Qatar Football Association does not comply with this decision, the FFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.*
 8. *The costs of these proceedings amounting to CHF 3,000 are to be borne by the Debtor and shall be paid according to the modalities stipulated under point 2 above".*
41. During the hearing and when asked by the Panel, the Appellant confirmed that by its failure to satisfying its payment obligations towards the Player in accordance with the decision rendered by the FIFA DRC on 29 July 2016 and in essence confirmed by the CAS Award, the Appellant was in fact in breach of Art. 64 of the FIFA Disciplinary Code.
42. Art. 64 of the FIFA Disciplinary Code states, *inter alia*, as follows:
- "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 subsequent CAS appeal decision (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA, or by CAS (subsequent appeal decision):*
 - a) *will be fined for failing to comply with a decision;*
 - b) *will be granted a final deadline by the judicial bodies of FIFA in which to pay the amount due or to comply with the (non-financial) decision;*
 - c) *(only for clubs) will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated points will be deducted or relegation to a lower decision ordered. A transfer ban may also be pronounced.*
- (...)
3. *If points are deducted, they shall be proportionate to the amount owed".*

Furthermore, Art. 15, para. 2, of the same Code states as follows:

"The fine shall not be less than CHF 300, or in the case of a competition subject to an age limit not less than CHF 200, and not more than CHF 1,000,000".

43. However, the Appellant submits that its failure to comply with the above mentioned payment obligations towards the Player was due to a “force majeure” situation, which can never be attributed to the Appellant, for which reason no sanctions should be imposed on the Appellant pursuant to the FIFA Disciplinary Code.
44. The Panel initially notes that it is undisputed that the concept of force majeure is recognised in both Swiss law and in CAS jurisprudence.
45. As such, the Panel adheres to the definition of force majeure confirmed in multiple CAS Awards (e.g. CAS 2006/A/1110, CAS 2014/A/3533, CAS 2016//4692, according to which force majeure *“implies an objective, rather than personal impediment, beyond the control of the obliged party, that is unforeseeable, that cannot be resisted, and that renders the performance of the obligation impossible. In addition, the conditions for the occurrence of force majeure are to be narrowly interpreted, since force majeure introduces an exception to the binding force of an obligation”*).
46. In addition, the Panel notes that, as also confirmed by the CAS on several occasions, the lack of financial means to satisfy an obligation of payment does not excuse the failure to make the required payment and cannot be used as a justification for the non-compliance with an obligation (e.g. CAS 2005/A/957 and CAS 2014/A/3533).
47. In this regard, the Panel takes due note of the fact that the Appellant stressed during the hearing that it was not its lack of financial means to satisfy its payment obligations towards the Player that it found to be the force majeure cause, but instead the very unfortunate circumstances that led to the said lack of financial means at the time.
48. In its assessment of the circumstances of the case, the Panel initially agrees with FIFA that the FIFA DC can only take into consideration any possible facts arising after the date on which the relevant decision has been rendered. Any other considerations would fall outside the scope of proceedings under Art. 64 of the FIFA Disciplinary Code.
49. The Panel therefore finds, for this reason alone, that none of the justifications brought forward by the Appellant, according to which the Appellant was allegedly precluded from satisfying its payment obligations towards the Player (the late payments from the QFA and QOA, the loss of its sponsorship agreement and lease contract and the relegation of its team with further financial consequences), post-dated the CAS Award, so were not new matters that the FIFA DC needed to consider to see if they could constitute a force majeure cause, which would thus imply that no sanctions would be imposed on the Appellant under the rules governing its undisputed breach of Art. 64 of the FIFA Disciplinary Code.
50. Moreover, and even if the said circumstances would have occurred after the rendering of the CAS Award, the Panel finds that none of the said circumstances specifically meet the conditions for constituting force majeure causes, and the Panel further notes that the Appellant failed to submit any evidence to substantiate the alleged causes or the reasons that had allegedly precluded the Appellant from satisfying its payment obligations towards the Player.

51. Thus, the Panel finds, *inter alia*, that a termination of a sponsorship agreement and the relegation of a club's team are to be considered feasible possibilities for any club participating in a league that follows a system of relegations and promotion, just as a club has a duty to be aware of its actual financial strength in order to arrange for it to be able to satisfy its financial obligations and the principle of *pacta sunt servanda*.
52. Since it is an undisputed fact that a breach of Art. 64 of the FIFA Disciplinary Code has occurred, and since the Panel, in these circumstances, finds that the present dispute does not fall within the scope of the rules on force majeure, the Panel finds that there are no reasonable grounds for setting aside or otherwise amending the Decision, and the Appeal is consequently dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Qatar Sports Club on 18 September 2018 is dismissed.
2. The decision rendered by the FIFA Disciplinary Committee on 10 August 2018 is upheld.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.