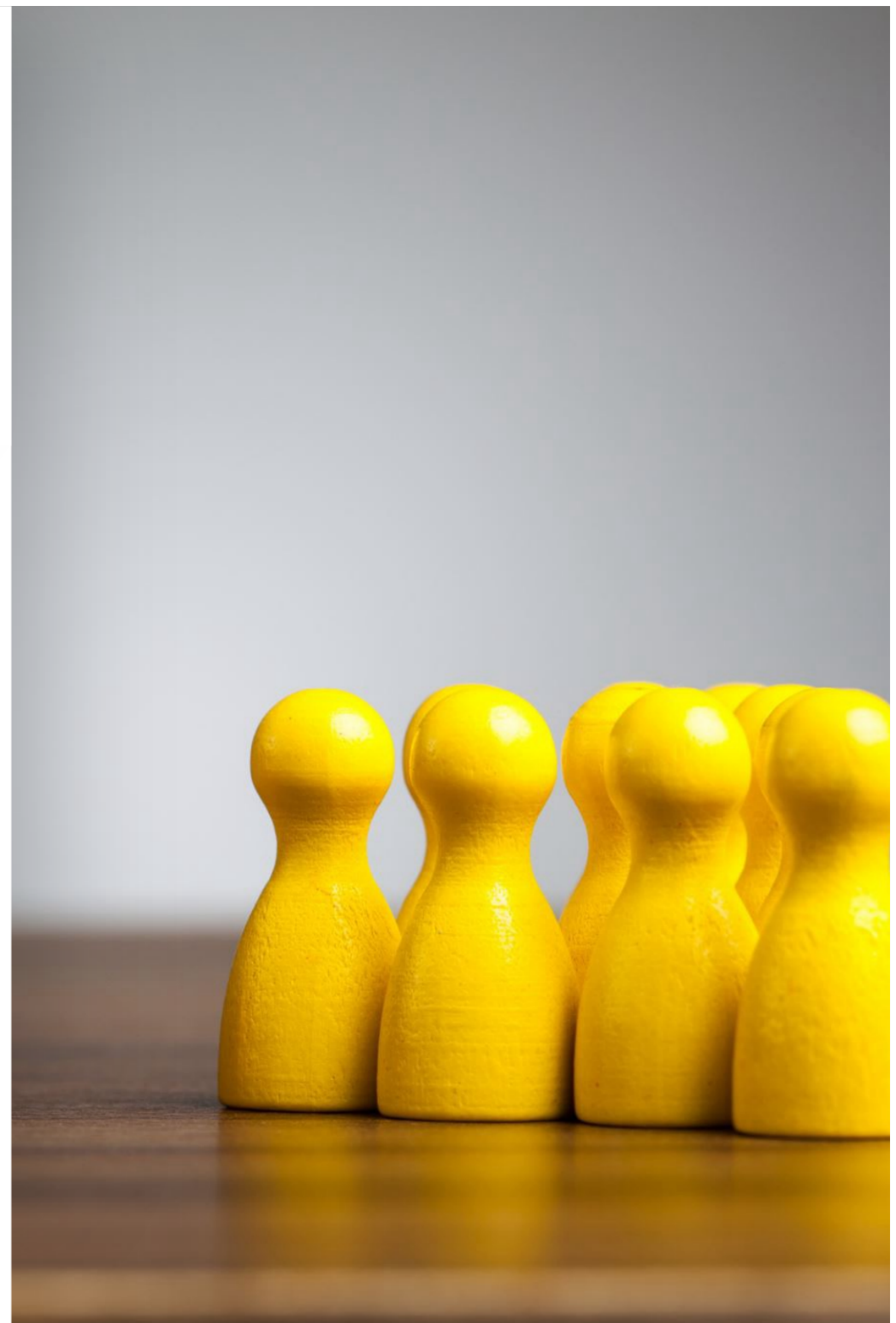


**FIFA DRC & CAS
vs national
labour courts in
football: Latest
SFT
jurisprudence**

Dr Despina Mavromati

Structure

1. **Overview of 3 SFT Judgments**
4A_64/2025, 4A_12/2025,
4A_92/2025
2. **Interpretation of Art. 22 FIFA RSTP
jurisdiction vs State Court
Jurisdiction;**
3. **When can parties invoke / contest
FIFA DRC jurisdiction before the
SFT?**



Part 1

Overview of the three SFT judgments

Case 1: SFT 4A_12/2025 – Facts



Several intertwined contracts - Pertinent Contract of Employment clause: Art. 12



“Any dispute ...shall be settled alternatively (...) to the legal bodies of FIFA or the CAS. In the event (...) that FIFA shall settle any dispute (...), any appeal (...) shall be addressed to the CAS (...).”



FIFA DRC accepted jurisdiction - CAS confirmed.



Motion to the SFT – lack of FIFA jurisdiction re: image-rights contract

Case 1: SFT 4A_12/2025 – Key questions & Findings

Key question: When can a party argue before the SFT that FIFA DRC wrongly accepted jurisdiction?

Principle 1: SFT only reviews CAS jurisdiction, not FIFA's (Art. 190 (2) b PILA).

Principle 2: The SFT may review FIFA's jurisdiction both FIFA DRC and the CAS declined their jurisdiction.

Principle 3: The SFT can only review FIFA's jurisdiction if the parties contested FIFA's jurisdiction before the CAS

Case 2: SFT 4A_64/2025 - Facts

Hungarian contract featured multi-level dispute resolution ("Famous Clause 49")

*"... in case of **labour dispute** to the Administrative and Labour Court..., and in all other disputes ...the exclusive jurisdiction of the Sports Standing Arbitration Court..."*

Claim filed by Player with FIFA DRC; Claim partially accepted by FIFA - But →

CAS ruled FIFA lack of jurisdiction - Exclusive authority of Hungarian Courts as per Clause 49

Player filed a motion to the SFT

Case 2: SFT 4A_64/2025 – Key questions & findings



Did the contract exclude FIFA DRC jurisdiction?

SFT answer: YES (famous clause 49)



FIFA DRC jurisdiction is default but NOT exclusive / mandatory – can be excluded by contract (opt-out)



CAS appellate jurisdiction is derivative & not standalone → if FIFA DRC lacks jurisdiction, CAS also lacks jurisdiction



CAS award (finding lack of jurisdiction) confirmed / SFT motion dismissed

Case 3: SFT 4A_92/2025 - Facts



Hungarian contract with Famous
Clause 49 (“Administrative Court”
for labour disputes)



Player filed a claim to FIFA DRC
(jurisdiction accepted)



Club appealed to CAS -exclusive
jurisdiction & pending case in the
Hungarian courts



**CAS upheld jurisdiction & Club
brought the case to the SFT**
(Art. 190 (2) b & e PILA)

Case 3 – SFT 4A_92/2025 – Key questions & Findings

Starting point: Strict interpretation of jurisdiction clauses **waiving state court jurisdiction** ✓

CAS cannot extend its appellate jurisdiction beyond the one of the FIFA DRC (4A_420/2022)

Opt-out clauses are valid **even in international disputes** ✓ (also in 4A_430/2023)

Challenge not of the jurisdiction of previous instance but rather the jurisdiction clause (49) ✓

No precedent but...Clause 49 already interpreted in other SFT cases: **exclusive competence of Hungarian labour courts**

CAS award set aside ⚠

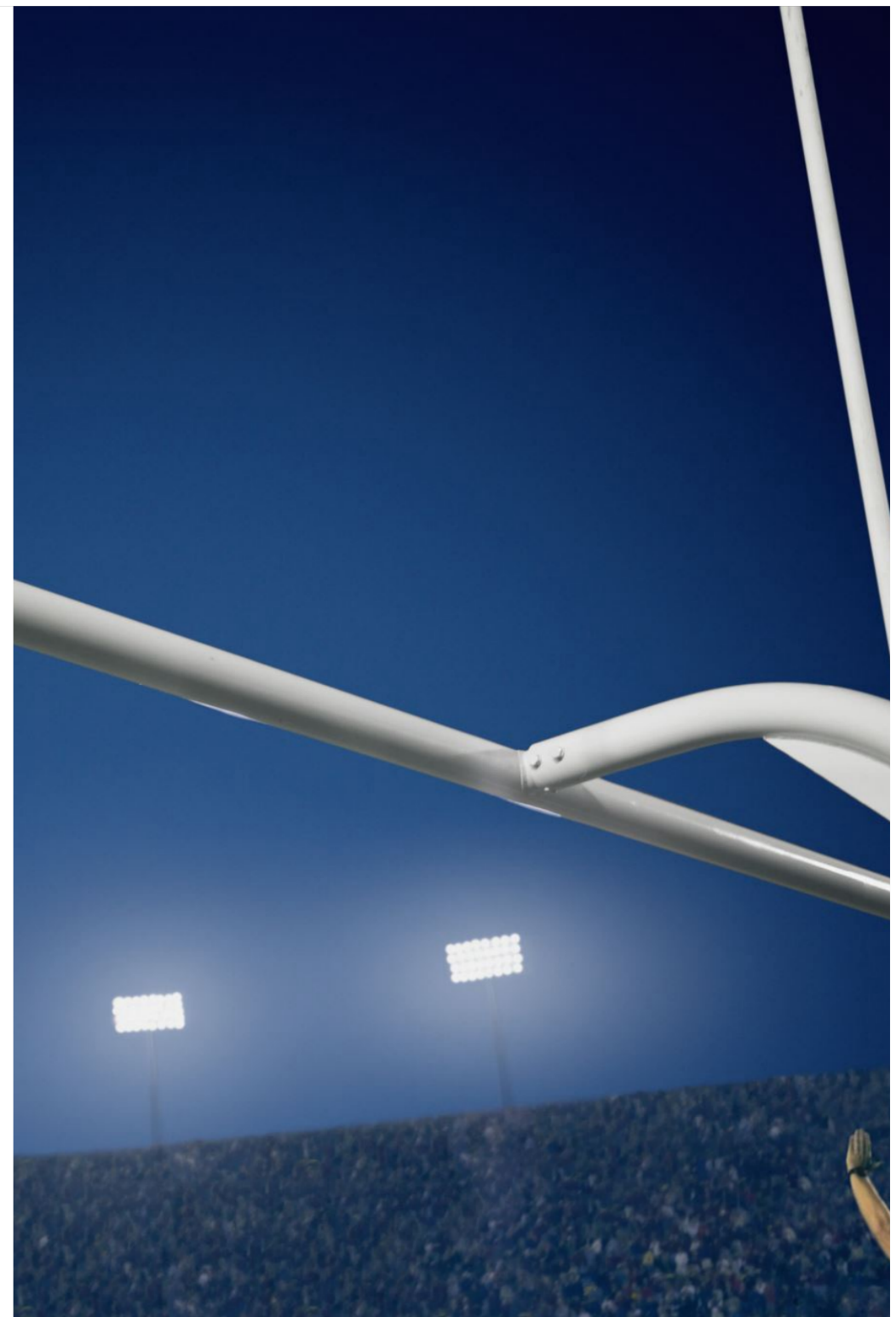
Part 2

Ensuing interpretation principles for Art. 22
RSTP & state court jurisdiction (Clause 49)

Article 22 FIFA RSTP

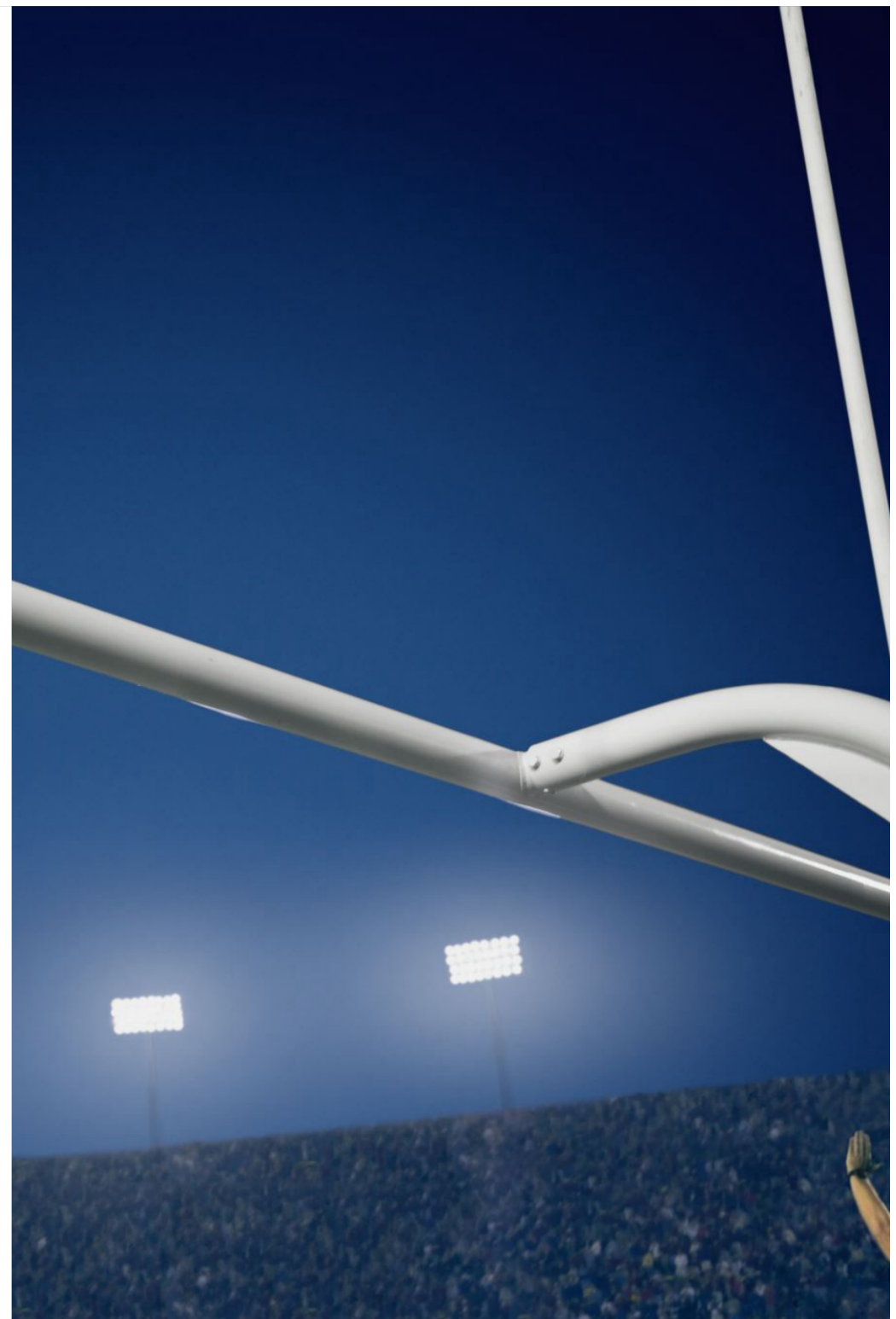
*“Without prejudice to the right of any player, (...) **to seek redress before a civil court for employment-related disputes**, FIFA is competent to hear: (...)*

*b) **employment-related disputes between a club and a player of an international dimension**; the aforementioned parties may, however, explicitly **opt in writing for such disputes to be decided by an independent arbitration tribunal (...) at national level (...)**”*



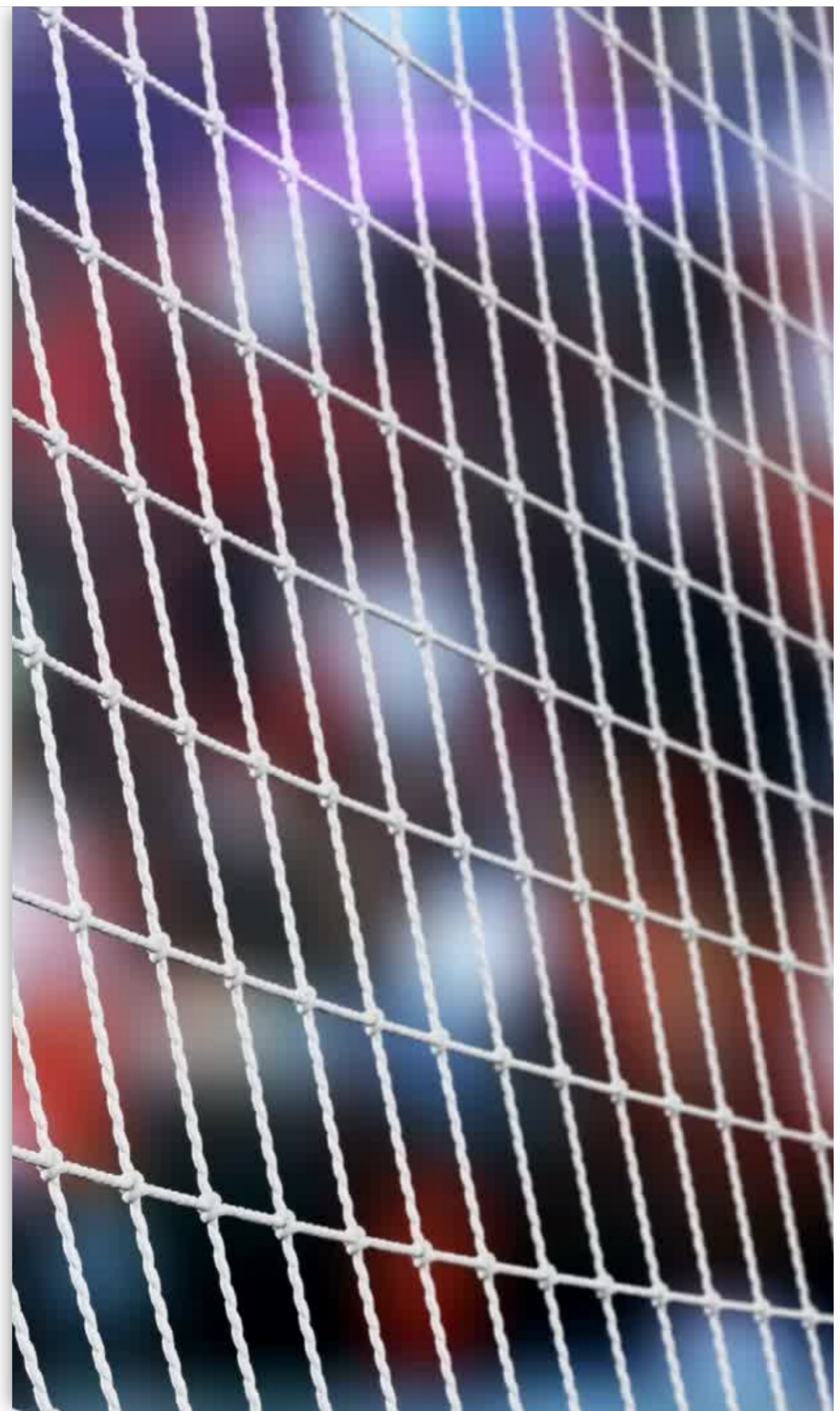
Article 22 FIFA RSTP

- *Default jurisdiction of FIFA DRC & CAS but:*
- *Not exclusive / absolute jurisdiction of FIFA DRC & CAS!*
- *If no jurisdiction clause in the contract: concurrent jurisdiction (FIFA / State courts)*
- *Opt-out is possible (without prejudice...for employment-related disputes")* ✓ (4A_64/2025)
- *Even in international disputes* ✓

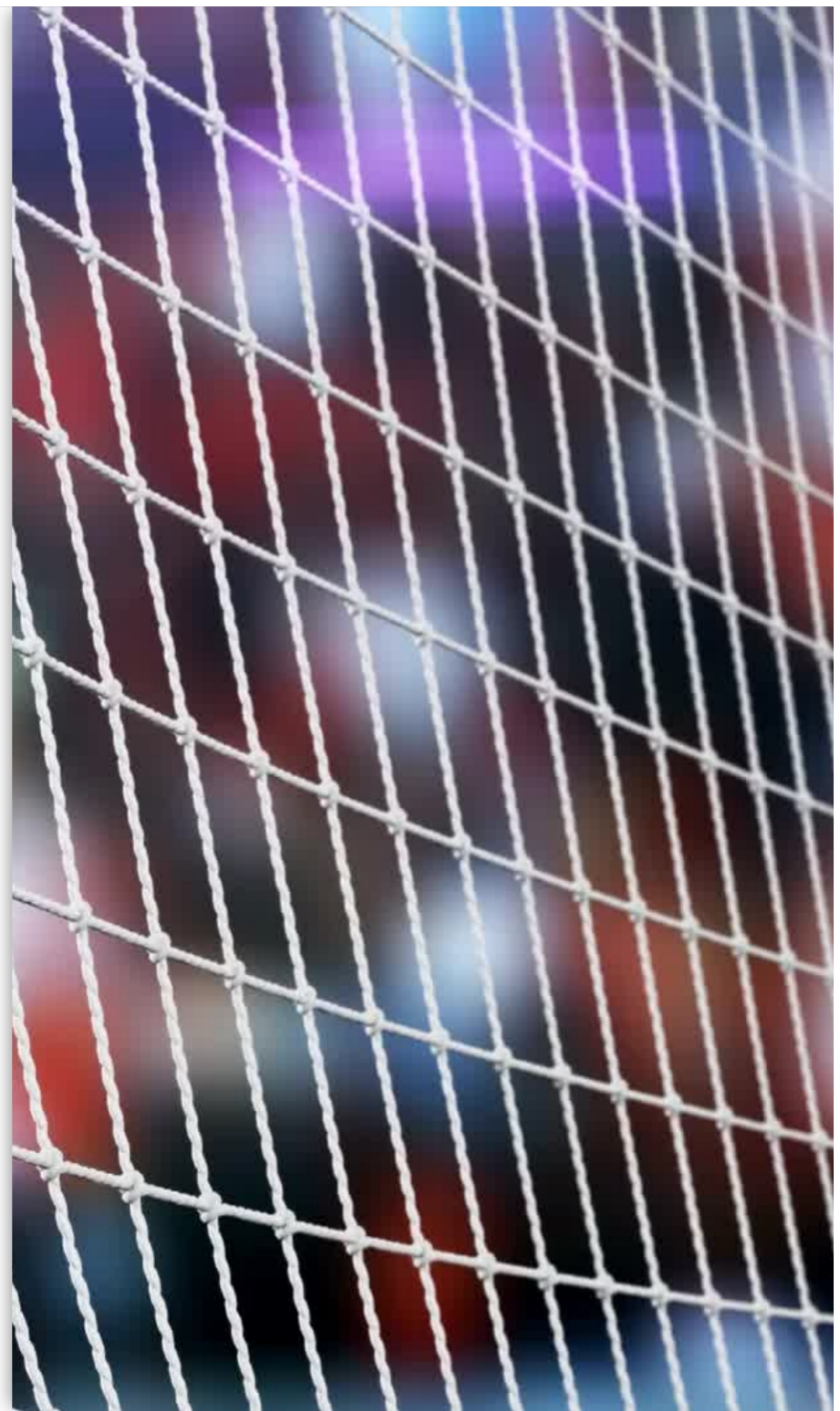
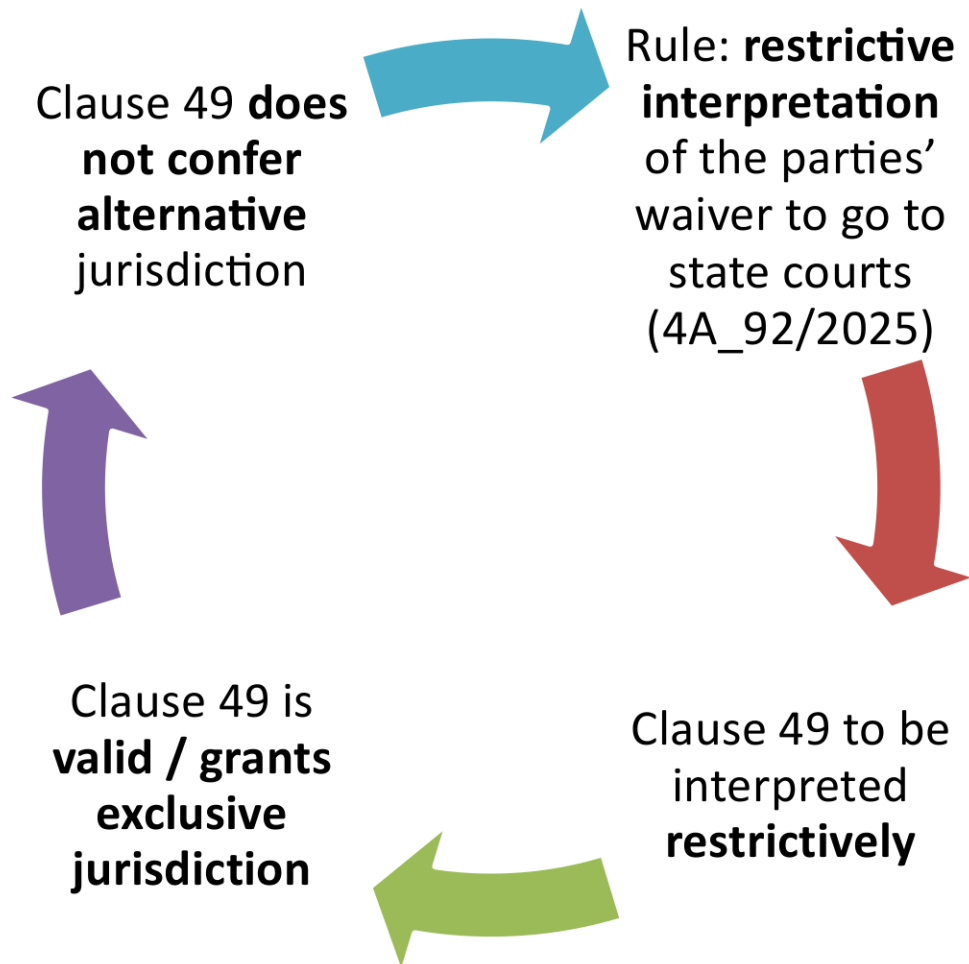


Clause 49 (typical in Hungarian football contracts)

“The Parties (...) may turn to the organizational units with MLSZ or FIFA scope of authority, in case of labour dispute to the Administrative and Labour Court having competence and scope of authority, and in all other disputes arising out of their legal relationship the Parties stipulate the exclusive jurisdiction of the Sports Standing Arbitration Court (...)”

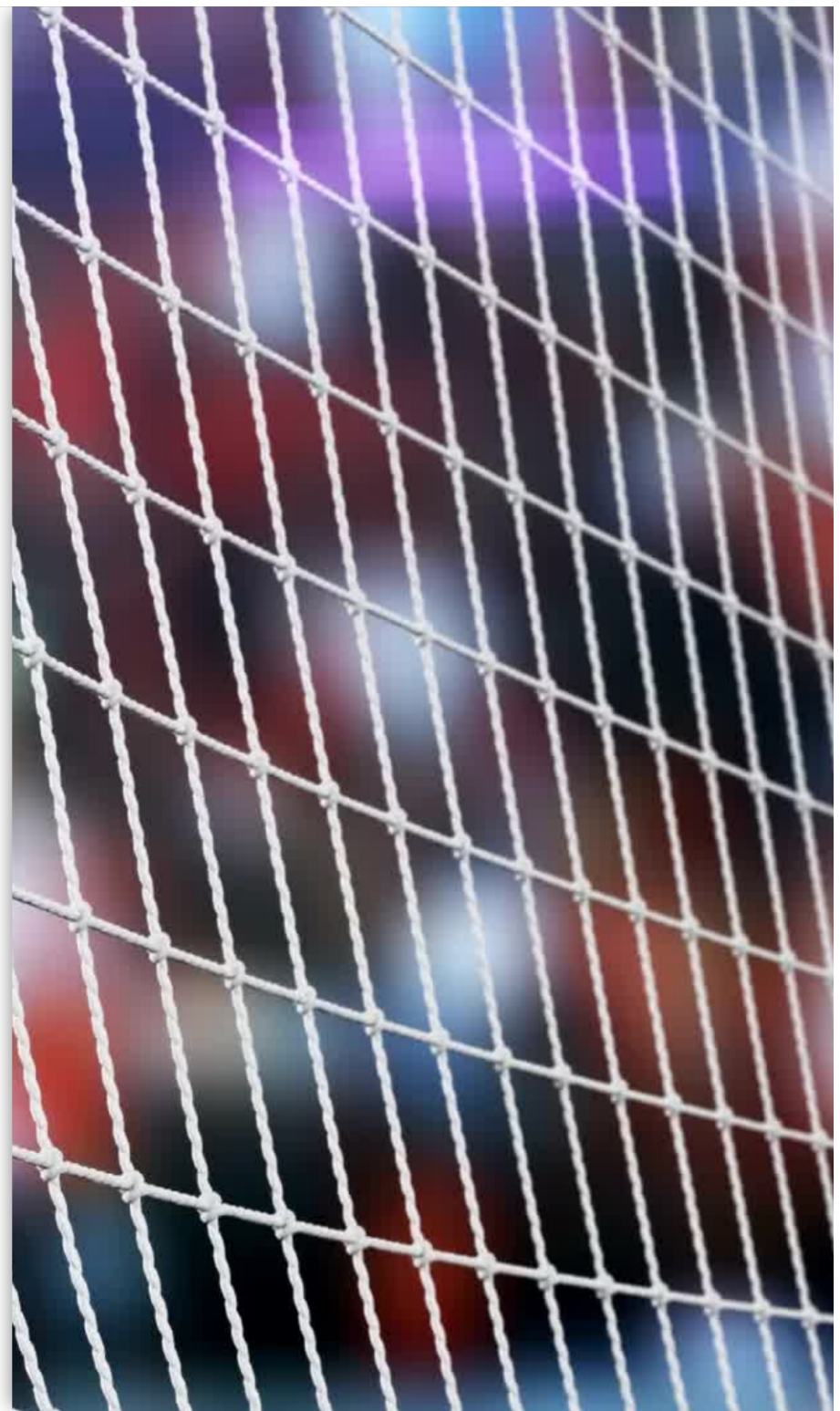


Clause 49 - Principles



Clause 49 – Immaterial elements

- **Imprecise description** of "Administrative & Labour Court" -so long as state court
- **Who is invoking Clause 49?** (player/club)
- **Standard / statutory clause** (impact on interpretational principles only)
- **Voluntary or compulsory** jurisdiction clause when in favour of state courts
- **Dispute of national- or international dimension**



Part 3

When may parties invoke / contest FIFA DRC jurisdiction before the SFT?

When can a party challenge FIFA jurisdiction before the SFT?

SFT only reviews CAS' jurisdiction (190 (2) b PILA)

Previous instance's jurisdiction can be reviewed through 190 (2) e PILA

CAS jurisdiction is derivative / cannot extend beyond FIFA's

Therefore: Challenge possible if both FIFA & CAS declined jurisdiction

(4A_180/2023)

Challenge possible when FIFA & CAS upheld jurisdiction + challenge raised before CAS (4A_12/2025)

→ Challenge not of FIFA's jurisdiction but of the CAS arbitration agreement (4A_92/2025)

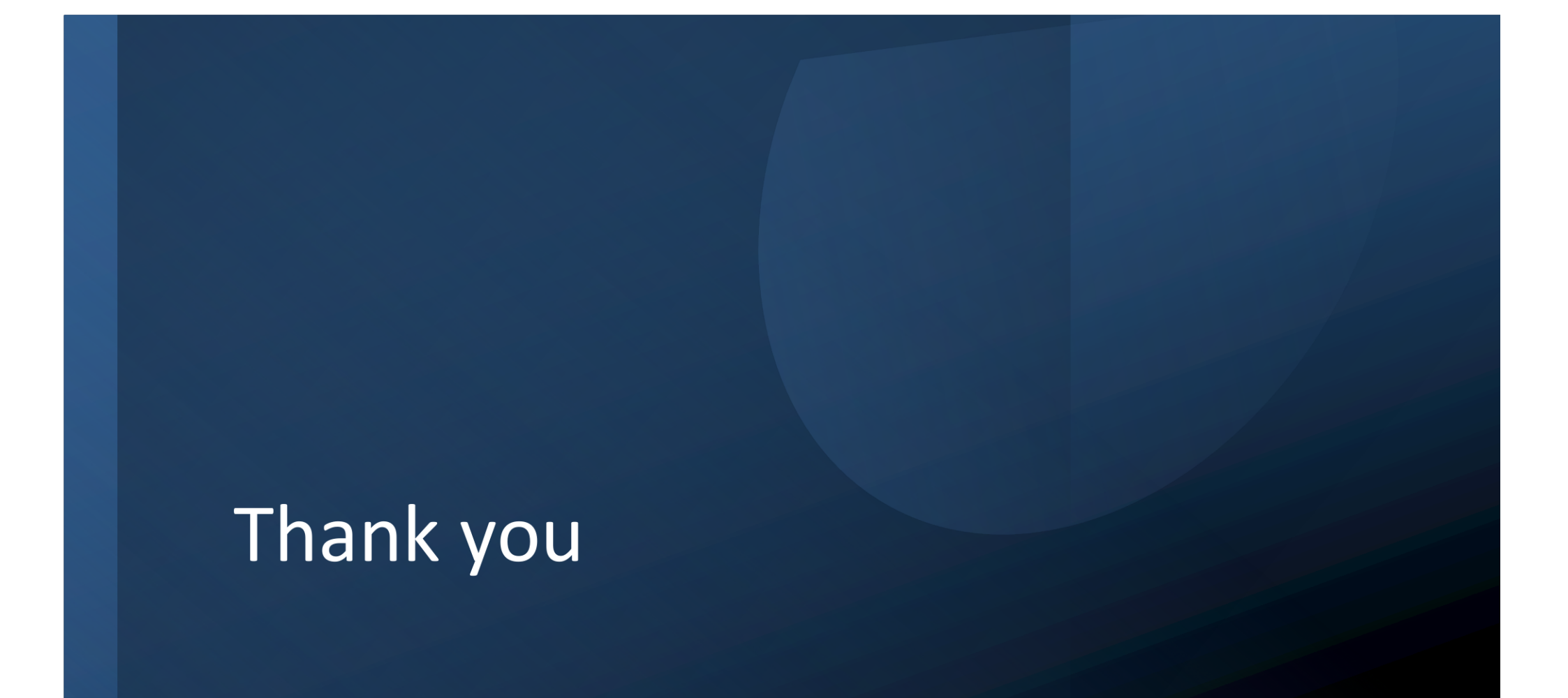
Einlassung / obligation to challenge FIFA's jurisdiction before the CAS

4A_12/2025:

→ If Club did not challenge FIFA's jurisdiction in the CAS proceedings – Einlassung applies (SFT motion inadmissible)

4A_92/2025:

→ If Party was informed of the FIFA DRC claim and did not object but subsequently challenged FIFA before CAS – no Einlassung!

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Thank you

Dr Despina Mavromati