

The evolution of CAS case law on match-fixing

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Overview

I. Defining Match-Fixing

- Ratione materiae : what constitutes manipulation?
- Ratione personae : which actors may bear responsibility?

II. Proving Match-Fixing

- Burden and standard of proof, evidentiary categories, admissibility of evidence, and illustrative case law demonstrating how allegations have succeeded or failed.

III. Sanctioning Match-Fixing

- The nature of the sanction, the scope of CAS review, the proportionality test and evolving trends in sanctions imposed.

I. Defining “Match-Fixing” (Ratione Materiae)

The **Macolin Convention** provides the most authoritative international definition of manipulation, framing it as any “***arrangement, act or omission aimed at an improper alteration of the result or the course of a sports competition in order to remove all or part of the unpredictable nature of the aforementioned sports competition with a view to obtaining an undue advantage for oneself or for other***”.

Importantly, the Convention places emphasis on the notion of “***undue advantage,***” which encompasses not only material benefits but also intangible or indirect gains.

Article 7 obliges sports organisations to:

- prohibit betting by competition participants to avoid clear **conflicts of interest**;
- prevent acquisition and exploitation of **inside information**;
- impose mandatory **reporting obligations**, requiring stakeholders to inform authorities immediately of suspicious behaviour.

I. Defining “Match-Fixing” (Ratione Materiae)

- In ***Fenerbahçe* (CAS 2013/A/3256)** the Panel stressed that disciplinary liability must rest on a sufficiently **clear legal basis** to satisfy the **principle of legality**. Rules must allow actors to reasonably foresee which conduct is prohibited and the sanction that may follow (i.e. *nullum crimen, nulla poena sine praevia lege*).
- In ***N&V* (CAS 2010/A/2266)** CAS held that an **implied reporting obligation** existed based on the **general principles of loyalty, integrity, and sportsmanship**, even though **no explicit rule** imposed such a duty. This decision was pivotal, prompting multiple federations to introduce express reporting provisions to avoid ambiguity.
- Subsequently, concerns emerged that reporting might expose athletes to **threats** from criminal organisations involved in fixing. As a result, in **CAS 2022/A/8651 (Edgars Gauračs v. UEFA)** introduced also defence where an athlete’s failure to report was motivated by an honest and reasonable belief in a significant **threat to personal or family safety**.

I. Defining “Match-Fixing” (Ratione Materiae)

- In *Asif* (CAS 2011/A/2362) and *Butt* (CAS 2011/A/2364) the Panels clarified that **financial benefit** is **not a necessary element** of the offence. Manipulation may occur for reasons unrelated to monetary gain, such as securing sporting advantage, favouring third parties, or fulfilling non-financial commitments.
- In *Köllner* (CAS 2011/A/2490) and *Savic* (CAS 2011/A/2621) the Panels held that **failure to execute** the fix does not absolve liability. Attempts—such as agreeing to fix or soliciting others—are sufficient and reflect the preventive rationale of integrity regulations.
- In *Eskişehirspor* (CAS 2014/A/3628) the Panel considered a scenario where a **third club offered incentives** to a team to defeat a rival. Such third-party bonuses undermine competition integrity by altering natural incentive structures, even when players are encouraged to “play well.”
- *Gharsallah* (CAS 2022/A/9053) shows that falsifying digital scoring data to **manipulate betting markets**, even without affecting the actual sporting performance, constitutes match manipulation.

These cases illustrate that manipulation now extends beyond match results to include data integrity, micro-event contrivance, and indirect forms of interference.

I. Defining “Match-Fixing” (Ratione Personae)

- CAS case law recognises that manipulation schemes may involve a wide range of actors across the sporting ecosystem, including:
 - **Players** – as seen in *de la Rica* (CAS 2014/A/3467), where direct involvement in manipulation triggers personal liability.
 - **Coaches** – e.g., *Viorel* (CAS 2017/A/4947), where technical staff contributed to the fix by influencing players.
 - **Club officials** – such as in *Pobeda* (CAS 2009/A/1920), where club leadership orchestrated the manipulation.
 - **Referees** – as in *Lamptey* (CAS 2017/A/5003), where the official directly influenced match outcome.
- In *Fenerbahçe* (CAS 2013/A/3256) CAS confirmed that clubs may be held **strictly liable regardless of whether individual actors** are identified or sanctioned. The association’s interest in protecting the competition justifies attributing responsibility to the club as a whole.
- In tennis a form of qualified **vicarious liability** applies: although players are not strictly liable for misconduct by family members, they may be sanctioned where they **knowingly allow relatives** to act as intermediaries in corruption schemes, or where they **fail to report** wrongdoing.

II. Proving Match-Fixing (Burden of Proof)

- CAS consistently holds that the burden of proof lies with the party alleging manipulation. This principle appears across numerous cases, *ex multis*: ***Pobeda* (CAS 2009/A/1920)**, ***N&V* (CAS 2010/A/2266)**, ***Sammot* (CAS 2013/A/3062)**, ***Beşiktaş* (CAS 2013/A/3258)**, ***Sivasspor* (CAS 2013/A/3258)**, and ***Eskişehirspor* (CAS 2014/A/3628)**.
- However, given the inherently hidden nature of match-fixing, CAS recognises that federations often rely on **circumstantial evidence** and betting analyses **rather than direct** confessions.
- In ***Pakruojis* (CAS 2015/A/4351)** CAS articulated a **two-stage approach**: once authorities establish a **strong presumption** based on credible indicators (such as betting anomalies or coded communications), the **burden shifts to the athlete** to produce evidence showing that their conduct cannot reasonably support a conclusion of fixing.

II. Proving Match-Fixing (Standard of Proof)

- CAS repeatedly rejects the criminal-law standard “*beyond reasonable doubt*,” noting that disciplinary proceedings are **civil** and preventive in character.
- The **default** standard is **comfortable satisfaction**, a flexible standard situated **between** balance of **probabilities** and criminal **certainty**.
- The **ATP** uses the lower **preponderance of the evidence** standard.
- In ***Köllerer* (CAS 2011/A/2490)** CAS confirmed there is **no universal minimum evidentiary threshold** for corruption cases. A lower standard does not violate international public policy, nor does it empower federations to act arbitrarily; credible supporting evidence remains required.

II. Proving Match-Fixing (Disciplinary vs. Administrative Measures)

Administrative measures protect competitions by allowing **temporary exclusions** where **indications of manipulation** exist, even absent conclusive evidence of individual culpability.

UEFA's Article 50 institutionalised this approach:

- Stage 1 – administrative exclusion for one season where **involvement** in manipulation is established at a general level;
- Stage 2 – disciplinary sanctions requiring **specific proof** of **individual breaches**.

In ***Sivasspor (CAS 2013/A/3258)*** CAS highlighted that administrative liability may arise from **indirect involvement** or a passive role in manipulation networks.

In ***Beşiktaş (CAS 2013/A/3258)*** CAS held that **lack of clarity in distinguishing direct and indirect involvement** does not invalidate administrative decisions, because they are non-punitive and aim to safeguard competition integrity.

In ***Fenerbahçe (CAS 2014/A/110)***, the Panel confirmed that administrative exclusion decisions (designed to protect competition integrity) do not require the **identification of a specific individual** officer or player involved in the manipulation. This distinction supports the principle that administrative liability may arise from **general involvement** in manipulation networks.

II. Proving Match-Fixing (Illegally Obtained Evidence)

Given manipulation's covert nature, CAS Panels often face evidence obtained through wiretaps, undercover investigations, or informal channels. Unlike **Swiss criminal law**, CAS does not automatically exclude such material.

- In *Valverde* (CAS 2007/A/1396 & 1402), *FC Metalist* (CAS 2013/A/3297), *Sivasspor* (CAS 2013/A/3258), and *Eskişehirspor* (CAS 2014/A/3628) Panels admitted illicitly gathered evidence where its exclusion would undermine **truth-finding** and the **public interest in integrity**.
- In *Adamu* (CAS 2011/A/2426) **secretly recorded conversations** were admitted because the importance of detecting corruption outweighed **privacy concerns**.
- In *Fusimalohi* (CAS 2011/A/2425) CAS applied FIFA's broad evidentiary rules and admitted evidence obtained through private intrusions, **provided** it did **not violate human dignity**.
- The Swiss Federal Tribunal (4A_362/2013 and 4A_448/2013) confirmed the above and held that arbitral tribunals may rely on such evidence **without violating public policy**, provided that they conduct a **balancing test** between **public** and **private** interests.

II. Proving Match-Fixing (“Anonymous” witnesses)

“Anonymous” witnesses have been admitted in a few CAS proceedings, *ex multis*: **Pobeda CAS 2009/A/1920**, **UCI v. Contador CAS 2011/A/2384**, and **WADA v. Contador (CAS 2011/A/2386)**.

According to this CAS jurisprudence, which takes into account the case law of the **ECHR** and **Swiss Federal Tribunal**, the admission of such witnesses requires that:

- The witness must be concretely facing a risk of **retaliations** by the party he/she is testifying against if his/her identity was known;
- The witness must be questioned by the court itself which must check his/her **identity** and the **reliability** of his/her statements; and
- The witness must be **cross-examined** through an “audiovisual protection system”.

II. Proving Match-Fixing (Betting, Circumstantial, etc.)

- The most common form of circumstantial evidence is betting analysis, which plays a central role in modern match-fixing cases:
 - In ***Skënderbeu* (CAS 2016/A/4650)** BFDS reports were treated as **sophisticated and reliable tools** if **supported** by expert testimony and video analysis;
 - In ***Pakruojo* (CAS 2015/A/4351)** the Panel integrated **betting abnormalities** with detailed analysis of **on-field** behaviour to conclude **presumed manipulation**.
- Other circumstantial indicators include:
 - Bookmakers suspending markets mid-match ***Skënderbeu* (CAS 2016/A/4650)**;
 - Expert opinions identifying a significant disparity of performance (e.g., between the first and second half of a match) or actions during key defensive episodes that were "almost only" logical if conducted with intent to influence the match ***Fedorovics* (CAS 2024/A/10438)**;
 - Proceeds paid to their family or associates (thus, no direct evidence of the Player personally receiving money ***Hossam* (CAS 2020/A/7129 & 7130)**);
 - **Coded language** used in communications between fixers and players. In ***Hossam* (CAS 2020/A/7129 & 7130)**, the Panel relied on evidence confirming that code words like "**good fruits**," "**mango**," and "**dates**" were used in communications between players as referring to match-fixing or poor play.

II. Proving Match-Fixing (Successful Prosecution Examples)

- ***Sammut (CAS 2013/A/3062)*** – Liability was established through convergence of **multiple evidentiary** strands: an **anonymous letter** describing the fix, **corroborating statements**, **suspicious betting patterns** highlighting irregular market movements, and analysis of **on-field** errors inconsistent with normal play.
- ***Naydenova (CAS 2020/A/7596)*** – The athlete provided her phone only after delay, and the **device lacked historical data**. Her **explanations** (battery replacement, alleged theft) were **inconsistent and unsupported**. The Panel was not persuaded by the Appellant’s explanation for the lack of historical emails and the empty trash folder on her account provided to the TIU, finding this evidence consistent with **tampering** and a **breach of the duty to cooperate**.
- ***Reix (CAS 2023/A/9449)*** – The Panel confirmed that receiving a fixing proposal—even if **refused**—triggers strict reporting obligations. **Non-reporting** constitutes an independent offence **regardless of intent** to engage.
- ***Skenderbeu (CAS 2016/A/4650)*** - The club was found liable of **indirect involvement in match-fixing** based on systematic **betting irregularities across 53 matches** over multiple seasons. BFDS reports showed consistent patterns of suspicious betting activity, including unusual volumes, timing, and market movements. Video analysis revealed **on-field conduct** consistent with manipulation. The Panel found the **cumulative evidence** overwhelming despite the **absence** of confessions or **direct evidence**.

II. Proving Match-Fixing (Unsuccessful Prosecution Examples)

- In **Lotcikovs** (CAS 2024/A/10456) the Panel held that **mere participation** in a **match deemed manipulated** was "not enough" to prove guilt in absence of "concrete and conclusive evidence" regarding the player's individual involvement.
- In **Labuts** (CAS 2018/A/6075), although the match was **manipulated**, the Panel was not comfortably satisfied that the goalkeeper participated since **experts disagreed** on whether errors were deliberate and there was no evidence of "malicious intent".
- **Reix** (CAS 2023/A/9449) **consecutive double faults** were insufficient to infer manipulation as there was no evidence **linking money** received to specific match-fixing activity despite the player committed **many other offences**.
- In **Mitjana** (CAS 2024/A/10295 & 10313) despite evidence of financial transfers, the Panel found "no proof of [related] communication" and concluded the evidence was "clearly insufficient" to meet the preponderance standard
- **Davydenko** (CAS 2009/A/1752-1753) **betting patterns alone**, without corroborating evidence of corrupt arrangements or communications, were deemed inadequate. The Panel noted that unusual betting activity may have **alternative explanations**, including informed speculation by bettors about a **player's physical condition**.
- In **Gauračs** (CAS 2022/A/8651), the Panel noted that the probative value of the Sportradar and Starlizard expert reports was diminished because they **did not contain the name(s) of the appointed expert(s)** or a **signature**, even though the testifying experts confirmed they oversaw the preparation.

II. Proving Match-Fixing (De Novo Review)

- In ***Gauračs* (CAS 2022/A/8651)** the Panel held that any **procedural defects** at first instance are **cured** during CAS's de novo review. CAS reassesses all facts, law, and evidence independently, ensuring a fully fair process.
- This was reaffirmed in ***Lamptey* (CAS 2022/A/9055 & 9076)**, where challenges to **investigative fairness** and **procedural errors** were deemed irrelevant at appeal because CAS proceedings replace and correct lower-level deficiencies.
- In ***Hossam* (CAS 2020/A/7129 & 7130)** the Panel established that above applies also when first instance proceedings are conducted before **independent arbitral tribunal**.

III. Sanctioning Match-Fixing (Scope of Review in Sanctioning)

- CAS traditionally shows **restraint** when **reviewing sanctions** imposed by federations. In ***N&V* (CAS 2010/A/2266)**, ***de la Rica* (CAS 2014/A/3467)**, and ***Butt* (CAS 2011/A/2364)** Panels stated that only sanctions that are “evidently and **grossly disproportionate**” or manifestly unreasonable warrant adjustment.
- Nevertheless, Article **R57** grants CAS **full authority to review** facts and law, **including proportionality**, as acknowledged in ***AC Milan* (CAS 2018/A/5808)**.
- Indeed, in ***Nyantakyi* (CAS 2018/A/6072)** the Panel explicitly rejected the “evidently and grossly disproportionate” standard, stating it “would **otherwise contradict the clear language of Article 57** of the CAS Code and arguably **weaken the curative power of CAS decisions**”.
- In ***Gauračs* (CAS 2022/A/8651)** the Panel found that they are entitled to review sanctions that are “evidently and grossly disproportionate”, or **simply “disproportionate”**.

III. Sanctioning Match-Fixing (Nature of Proceedings)

Under Swiss law, **disciplinary** sanctions are civil, **not criminal**, in nature.

- In ***NADO/KNSB* (CAS 2010/A/2311 & 2312)** CAS confirmed that sanctions derive from **private association law**, based on the **consensual relationship** between members and federations.
- In ***Adamu* (CAS 2011/A/2426)** CAS reiterated it is **not a criminal** court and cannot apply criminal standards.
- In ***GNK Dinamo* (CAS 2013/A/3324 & 3369)** CAS emphasised that criminal-law protections (e.g., presumption of innocence beyond ambiguity) do **not automatically apply**.
- The **Swiss Federal Tribunal (4A_462/2019)** held that disciplinary proceedings cannot be considered criminal in nature, and that the **principles of criminal law** do not apply to sports arbitration.

III. Sanctioning Match-Fixing (*Ne Bis in Idem*)

- In ***Sivasspor* (CAS 2013/A/3258)** CAS held that administrative eligibility decisions and disciplinary sanctions concern fundamentally different objects:
 - **administrative** proceedings assess involvement “in or around” manipulation;
 - **disciplinary** proceedings determine specific responsibility for breaches;
 - therefore, *ne bis in idem* does not apply between them.
- In ***Trabzonspor* (CAS 2015/A/4343)** CAS concluded that although *ne bis in idem* was not violated, UEFA (and therefore CAS) lacked jurisdiction over domestic match-fixing unrelated to UEFA competitions.
- There is no *ne bis in idem* bar between **criminal proceedings** and disciplinary proceedings, as the two have different nature **Swiss Federal Tribunal (4A_462/2019)**. State criminal courts and CAS arbitral panels exercise separate and independent jurisdictions, which prevents any overlap that could trigger the prohibition against double jeopardy.

III. Sanctioning Match-Fixing (Types of Sanctions)

- Non-monetary sanctions imposed in sports integrity cases include, *inter alia*: **fixed-period** or **permanent** bans/ineligibility from participation in any sanctioned event or activity; **provisional suspensions** pending investigation; **suspended sanctions conditional on future conduct**; and **result nullification**, or **point deductions**;
- Initially, **life bans** are the default sanction given the existential threat match-fixing poses. CAS Panels have upheld life bans in ***Pobeda* (CAS 2009/A/1920)**, ***Köllerer* (CAS 2011/A/2490)**, and ***Lamptey* (CAS 2017/A/5003)**;
- However, **financial penalties** added to life bans were deemed disproportionate in ***Köllerer and Savic* (CAS 2011/A/2621)**, partly due to the ***Matuzalem*** ruling (SFT 4A_558/2011), which warns against sanctions creating **insurmountable economic barriers**;
- In ***Naydenova* (CAS 2020/A/7596)** the Panel reduced a lifetime ban to allow **eventual reintegration**, reflecting the rehabilitative function of sport, while **affirming a USD 150,000 fine as proportionate**;
- Difference between **fines** and restitution of **illicit gain**.

III. Sanctioning Match-Fixing (Mitigating Circumstances)

- In **Reix (CAS 2023/A/9449)** mitigating factors included **remorse**, previously **clean record**, and **young age**.
- Severe personal circumstances, including emotional stress **Hossam (CAS 2020/A/7129 & 7130)**.
- Cooperation in handing over device and Skype details **Gharsallah (CAS 2022/A/9053)**.
- Admissions, if made promptly and fully, are viewed favorably **Hossam (CAS 2020/A/7129 & 7130)**.
- Factors such as the Player's good moral character **Aghazada (CAS 2019/A/6669)**, especially supported by statements of third parties **Shayna Jack (CAS 2020/A/7579 & 7580)**, are often noted as mitigating.
- Fines may be reduced in cases of financial hardship **UCI v. T. & OCS (CAS 2010/A/2235)**, but ineligibility periods for match-fixing are seldom reduced on such grounds.

III. Sanctioning Match-Fixing (Aggravating Circumstances)

- The most significant aggravating factors are direct **orchestration** of the fix and **leadership** roles within the scheme. In ***Sammut* (CAS 2013/A/3062)** the Panel distinguished between **arranging and implementing the fix**;
- Participation in a systematic **criminal network**, such as ***Musialek* (CAS 2023/A/9961)** and ***Mitjana* (CAS 2024/A/10295)**, requires a "high degree of planning and premeditation" and results in the Highest culpability (Category A) under TACP guidelines. This classification justifies the imposition of sanctions at the severe end of the spectrum (e.g., 10-year ban or more);
- Attempts to destroy, tamper with, or alter evidence, such as deliberately deleting Facebook messages relating to a fix ***Hossam* (CAS 2020/A/7129 & 7130)** or deleting emails/data are considered decisive aggravating factors leading to severe sanctions (***Naydenova* (CAS 2020/A/7596)**);
- In ***Toncev* (CAS 2022/A/8694 & 8695)**, the disparity of sanction between father and son was justified because the **father's high status** as a Minister in the Serbian Government and a member of the FAS Executive Committee brought a **higher standard of responsibility** and integrity, making his conduct an aggravating factor.
- In ***Hossam* (CAS 2020/A/7129 & 7130)**, the Panel noted that the Player's decision to **retract his confessions** and instead accuse his former counsel of coercing him to lie demonstrated a **lack of remorse**, which was considered an aggravating factor in maintaining the severe sanction.
- **Financial hardship** rarely mitigates sanctions ***Eskişehirspor* (CAS 2017/A/5117)**.