

HOW RECENT CJEU RULINGS CHANGED THE FOOTBALL REALITY IN EUROPE?

Assist. Prof. Kristian Raychev, PhD

University of Plovdiv, Bulgaria

Abstract: In the period between December 2023 and August 2025, the Court of Justice of the European Union (CJEU) delivered a series of judgments that substantially reconfigured the legal framework governing professional football in Europe. In *European Superleague Company* (C-333/21), *Las-sana Diarra* (C-650/22), and *Royal Football Club Seraing* (C-600/23), the Court recalibrated the balance between the autonomy of sport and the requirements of EU law in the fields of competition, free movement, and effective judicial protection. This article examines how, taken together, these three judgments constrain the regulatory discretion of FIFA and UEFA by imposing requirements of transparency, proportionality, and judicial review in areas that have traditionally been governed through private-law sports regulation. Particular attention is devoted to the Diarra judgment and to FIFA's subsequently adopted Interim Regulatory Framework amending the Regulations on the Status and Transfer of Players (RSTP), assessing whether that framework substantively complies with the reasoning of the CJEU or instead merely seeks to mitigate the immediate effects of the ruling. In conclusion, the article advances the thesis that European football is entering a phase of “controlled autonomy,” in which private sports governance remains legitimate only insofar as it operates within a legally contestable framework compatible with market principles.

Key words: EU competition law; free movement of workers; private sports regulation; FIFA; UEFA; transfer system; Court of Arbitration for Sport (CAS); effective judicial protection

КАК ПОСЛЕДНИТЕ РЕШЕНИЯ НА СЕС ПРОМЕНИХА РЕАЛНОСТТА В ЕВРОПЕЙСКИЯ ФУТБОЛ?

гл. ас. д-р Кристиан Райчев

Пловдивски университет, България

Резюме: В периода декември 2023 г. – август 2025 г. Съдът на Европейския съюз (СЕС) постанови поредица от решения, които съществено преобразуваха правната рамка, регулираща професионалния футбол в Европа. В делата *European Superleague Company* (C-333/21), *Lassana Diarra* (C-650/22) и *Royal Football Club Seraing* (C-600/23) Съдът преопредели баланса между автономията на спорта и изискванията на правото на ЕС в областта на конкуренцията, свободното движение и ефективната съдебна защита.

В настоящата статия се разглежда как, взети заедно, тези три решения ограничават регулаторната свобода на действие на ФИФА и УЕФА, като налагат изисквания за прозрачност, пропорционалност и съдебен контрол в области, които традиционно са били уредени чрез частноправни спортни уредби. Особено внимание е отделено на решението по делото *Диара* и на приетата впоследствие от ФИФА Временна регулаторна рамка, изменяща Регламента за статута и трансфера на играчите (RSTP), като се оценява дали тази рамка съответства на мотивите на СЕС, или вместо това просто се стреми да смекчи непосредствените последици от решението.

В заключение се защитава тезата, че европейският футбол на-влиза във фаза на „контролирана автономия“, при която частното управление на спорта остава легитимно само доколкото функционира в рамките на структура, която позволява обжалваемост на решенията на частното управление, предвижда прозрачност и съвместимост с пазарните принципи.

Ключови думи: право на конкуренцията на ЕС, свободно движение на работници, частно регулиране на спорта, ФИФА, УЕФА, система за трансфери, Арбитражен съд по спорта (CAS); ефективна съдебна защита

1. Introduction

European football has long been governed through a complex system of private-law regulation, developed primarily by FIFA, UEFA,

and their member national associations. These organisations simultaneously exercise normative, executive, and quasi-adjudicative functions within the global football pyramid. In practice, FIFA's rules determine access to economically significant markets, including the organisation and commercial exploitation of competitions, the conditions of employment and mobility of professional football players, as well as the mechanisms for the resolution of disputes with cross-border implications.

Since the landmark *Bosman* judgment (C-415/93)¹, it has been unequivocally established that professional sport constitutes an economic activity falling within the scope of EU law insofar as it produces market effects. Notwithstanding this, for decades the autonomy of sports governing bodies was largely tolerated on the basis of the so-called "specificity of sport." Although this concept was never normatively enshrined as a general exemption, it functioned as a doctrinal buffer, shielding private sports regulation from intensive judicial scrutiny.

In the judgments under discussion, the Court of Justice of the European Union characterises FIFA as a private-law organisation governed by Swiss law, acting as the executive body for world football, whose primary objective² is the promotion of football and the organisation of its own international competitions. Composed of national football federations, FIFA also recognises the existence of regional football confederations, including UEFA, which are themselves members of FIFA. Professional football clubs are indirect members of FIFA, in so far as they may be subject to disciplinary measures imposed by FIFA. Federations, confederations, and clubs are all required to comply with the rules adopted by FIFA³.

UEFA, likewise a private-law organisation governed by Swiss law, is the body responsible for governing football at the European level. Its principal tasks⁴ consist in supervising and controlling the development of football in Europe in all its forms. National leagues and

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:61993CJ0415>

² See Article 2 of FIFA Statutes – <https://digitalhub.fifa.com/m/16d1f7349fa19ade/original/FIFA-Statutes-2024.pdf>

³ See Article 14 of FIFA Statutes.

⁴ See Article 2 of UEFA Statutes – https://documents.uefa.com/v/u/07zyuoc_69TV_sHbFYvA2w

European clubs are indirect members of UEFA, which organises international competitions both for clubs and for national teams.

A central emphasis common to all three judgments of the Court of Justice of the European Union is that, in so far as the practice of sport constitutes an economic activity, it falls within the scope of those provisions of EU law which apply where such activity exists (see, to that effect, judgments of 12 December 1974, *Walrave and Koch*, C-36/74, EU:C:1974:140, para. 4, and of 16 March 2010, *Olympique Lyonnais*, C-325/08, EU:C:2010:143, para. 27).

Only certain specific rules which, on the one hand, are adopted exclusively for non-economic reasons and, on the other hand, relate to matters which concern sport as such alone, must be regarded as unconnected with any economic activity. This is the case, in particular, with the exclusion of foreign players from teams participating in competitions between national representative teams, or with the determination of selection criteria used for choosing athletes who take part in individual sporting competitions (see, to that effect, judgments of 12 December 1974, *Walrave and Koch*, C-36/74, EU:C:1974:140, para. 8; of 15 December 1995, *Bosman*, C-415/93, EU:C:1995:463, paras. 76 and 127; and of 11 April 2000, *Deliège*, C-51/96 and C-191/97, EU:C:2000:199, paras. 43, 44, 63, 64 and 69).

With the exception of such specific rules, the rules adopted by sports associations with a view to regulating the employment of workers or the provision of services, as is the case with semi-professional and professional athletes, and, more generally, rules which, although they do not formally govern such employment or provision of services, have a direct effect on them, are liable to fall within the scope of Articles 45 and 56 TFEU (see, to that effect, judgments of 12 December 1974, *Walrave and Koch*, C-36/74, EU:C:1974:140, paras. 5, 17–19 and 25; of 15 December 1995, *Bosman*, C-415/93, EU:C:1995:463, paras. 75, 82–84 and 87; of 12 April 2005, *Simutenkov*, C-265/03, EU:C:2005:213, para. 32; and of 16 March 2010, *Olympique Lyonnais*, C-325/08, EU:C:2010:143, paras. 28 and 30).

In the same way, rules adopted by such associations may fall within the scope of Article 49 TFEU (see, to that effect, judgment of 18 July 2006, *Meca-Medina and Majcen v Commission*, C-519/04 P, EU:C:2006:492, para. 28), and even of Article 63 TFEU.

Finally, those rules, and more generally the conduct of the associations which have adopted them, fall within the scope of the competition law provisions of the Treaty on the Functioning of the European Union where the conditions for the application of those provisions are satisfied (see, to that effect, judgment of 18 July 2006, *Meca-Medina and Majcen v Commission*, C-519/04 P, EU:C:2006:492, paras. 30–33). This implies that such associations may be classified as “undertakings” within the meaning of Articles 101 and 102 TFEU, or that the rules at issue may be classified as “decisions by associations of undertakings” within the meaning of Article 101 TFEU.

In more general terms, since such rules fall within the scope of the aforementioned provisions of the Treaty on the Functioning of the European Union, where they lay down requirements applicable to private-law actors, they must be conceived and applied in compliance with the general principles of EU law, and in particular with the principles of non-discrimination and proportionality (see, to that effect, judgment of 13 June 2019, *TopFit and Biffi*, C-22/18, EU:C:2019:497, paras. 60, 65 and 66, and the case-law cited).

The Court of Justice of the European Union further observes that rules governing the exercise by a sports association of powers relating to the prior authorisation of sporting competitions, the organisation and commercial exploitation of which constitute, as the Court has already held, an economic activity for undertakings that carry out or intend to carry out such activity, fall on that basis within the scope of the TFEU provisions on competition law (see, to that effect, judgment of 1 July 2008, *MOTOE*, C-49/07, EU:C:2008:376, para. 28). For the same reason, they also fall within the scope of the TFEU provisions on the free movement of persons and services.

Moreover, rules adopted by those sporting organisations with the aim of regulating the participation of professional football clubs and players in international club competitions likewise fall within the scope of those provisions. Although such rules do not formally govern either the conditions of employment or the provision of services by players, nor the conditions under which professional football clubs provide services or, more generally, exercise their economic activity, it must nevertheless be acknowledged that they have a direct impact, as the case may be, on that employment, on that provision of services, or on the

exercise of that economic activity, since they inevitably affect the ability of players and clubs to participate in the competitions concerned⁵.

In this context, the trilogy of judgments delivered by the Court of Justice of the European Union marks a structural recalibration of governance in European football. The Court does not merely reaffirm the applicability of EU law to sport; rather, it articulates specific procedural and substantive constraints on the exercise of regulatory power by private sports organisations where that power affects competition, free movement, and access to justice. All of these matters fall within the scope of Articles 45, 49, 56, 63, 101 and 102 TFEU.

This article advances the argument that, taken together, these judgments establish a regulatory framework for the governance of European football. FIFA and UEFA are no longer assessed solely by reference to the legitimacy of the objectives they pursue, but also in light of the design, operation, and effects of the regulatory instruments they employ. The result is a transition from a paradigm of broad sporting autonomy to a model of “controlled autonomy”, grounded in the principles of the EU internal market⁶.

2. The Judgment in *European Superleague Company* (C-333/21)⁷

The Superleague case arose in connection with the rules of FIFA and UEFA which require prior authorisation for the organisation of new international club competitions and provide for sanctions against clubs and players participating in unauthorised events. The referring court questioned the compatibility of those rules with Articles 101 and 102 TFEU, as well as with Article 56 TFEU.

The judgment in Case C-333/21 represents a qualitatively new stage in the understanding of the role of FIFA and UEFA within the

⁵ See Judgment of 21 December 2023, *Superleague*, C-333/21, ECLI:EU:C:2023:1011, paragraphs 83 – 90.

⁶ About the co-existence of sports law and EU law – see Ozolina L. *Lex Sportiva and EU competition law: FIFA autonomy and Regulation on Working with Intermediaries compatibility with Art. 101.1. TFEU*, Masters thesis, 2019, University of Amsterdam, pp. 15 – 20 – <https://share.google/mDgT391qJVbs2BBP3>

⁷ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:62021CJ0333>

European legal order. The Court of Justice of the European Union expressly adopts a functional approach, according to which the legal classification of an entity depends not on its formal private-law nature, but on its actual impact on the market. In this sense, FIFA and UEFA are regarded as holders of regulatory power with significant economic effects, comparable to those exercised by public authorities⁸.

This line of reasoning builds upon earlier case-law, such as *MO-TOE* and *Piau*⁹, yet applies it with unprecedented clarity to the central institutional structure of European football. From this point onwards, it can no longer be convincingly maintained that UEFA's decisions concerning access to international club competitions fall within a sphere of "internal autonomy" insulated from the reach of EU competition law.

The Court holds that the FIFA and UEFA rules on prior authorisation and sanctions constitute decisions by associations of undertakings within the meaning of Article 101(1) TFEU¹⁰. Those rules coordinate the conduct of clubs – economic operators – by restricting their ability to participate in alternative competitive formats.

Of particular importance is the Court's recognition that the restriction does not consist solely in the risk of disciplinary sanctions, but produces a systemic effect on the market: clubs are prevented from participating in competing products (competitions), irrespective of their potential economic attractiveness. This results in a restriction of innovation, a reduction of consumer choice (for spectators), and the entrenchment of the existing market model¹¹.

In the light of Article 102 TFEU, the Court of Justice of the European Union emphasises the structural conflict of interests inherent in a system in which UEFA simultaneously determines the rules govern-

⁸ More about the interaction of sports law and competition law see in **Mäekivi N.** The Interplay between EU Competition Law and Professional Sports: Recent Developments and Their Potential Impact on Small States. *JURIDICA INTERNATIONAL* 2024, No 33 (https://juridicainternational.eu/public/pdf/ji_2024_33_111.pdf)

⁹ Judgment of 26 January 2005, *Piau*, T-193/02, ECLI:EU:T:2005:22 – <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:62002TJ0193>

¹⁰ See Judgment of 21 December 2023, *Superleague*, C-333/21, ECLI:EU:C:2023:1011, paragraph 87.

¹¹ See Judgment of 21 December 2023, *Superleague*, C-333/21, ECLI:EU:C:2023:1011, paragraph 127.

ing access to the market and acts as the principal beneficiary of the economic exploitation of that very market. The absence of clear criteria and independent oversight transforms the prior-authorisation regime into an instrument for the exclusion of potential competitors.

Such a construction is incompatible with the requirements of EU law, in so far as it allows for the arbitrary exercise of market power. The Court expressly underlines that even legitimate objectives, such as the protection of sporting integrity, cannot justify unrestricted discretion in the hands of a market regulator¹².

The judgment also examines Article 56 TFEU, holding that the prohibition or deterrence of alternative competitions constitutes a restriction on the freedom to provide services. The organisation of football competitions constitutes an economic service, and any system that renders the exercise of that activity practically impossible is subject to strict proportionality review.

The Court acknowledges that a prior-authorisation system is not, as such, incompatible with EU law. However, where a sports governing body simultaneously regulates access to a market and participates in its commercial exploitation, it is required to ensure that the rules it adopts are based on transparent, objective, non-discriminatory and proportionate criteria, accompanied by effective mechanisms of supervision and review.

The Court of Justice of the European Union treats the scheme of prior approval and the imposition of sanctions by the federation as a set of decisions by associations of undertakings having an anticompetitive object or effect, in so far as they exclude competing organisers or deter clubs from entering alternative competitions. Of central importance is the fact that the Court does not accept the conflation of regulatory and commercial functions. Where federations simultaneously regulate access to the market and compete on adjacent markets—such as broadcasting rights, sponsorship, and event organisation—the risk of self-preferencing is particularly acute.

¹² More about the reasons UEFA restricted the European Superleague – see **Ibáñez Colomo, P.** Competition Law and Sports Governance: Disentangling a Complex Relationship. *World Competition*, 2022, No. 3, vol. 45, pp. 337 – 338.

Efficiency justifications¹³ within the meaning of Article 101(3) TFEU must therefore be substantiated. Objectives such as pyramidal solidarity, the integrity of the sporting calendar, and competitive balance are recognised as legitimate; however, they require evidence, closely proportionate regulation, and a fair allocation of benefits in favour of consumers and sport as a whole. The Court's insistence on pre-established criteria, procedural safeguards, and the availability of judicial review effectively constructs a compliance model comprising: a) publication of objective criteria; b) clear time limits; c) reasoned decisions; d) access to an independent appeal procedure; and e) non-exclusive and non-discriminatory procedures for the award of commercial rights.

Beyond competition law, the Court further holds that general prohibitions and discretionary sanctions restrict the freedom to provide services on the part of competing organisers and clubs. Justifications linked to the protection of sporting integrity or calendar coordination must satisfy the principle of proportionality. The message is not that all competing competitions must be authorised; rather, the federation must demonstrate that the rules it has adopted constitute the least restrictive means of achieving legitimate sporting objectives. This dual perspective – competition law and free movement – defines the framework for all future authorisation regimes.

The practical consequence of the judgment is therefore not deregulation, but a transformation of the regulatory model. FIFA and UEFA retain the right to establish authorisation regimes, but are required to convert them into legally predictable, transparent, and effectively reviewable systems. Failing this, any refusal of market access may be successfully challenged before national courts and before the Court of Justice of the European Union.

3. The Judgment in *Lassana Diarra* (C-650/22)¹⁴

The *Lassana Diarra* case arose in connection with the application of FIFA transfer rules governing the consequences of the unilateral

¹³ See Judgment of 21 December 2023, *Superleague*, C-333/21, ECLI:EU:C:2023:1011, paragraphs 190 and 192.

¹⁴ Judgment of 4 October 2024, *Lassana Diarra*, C-650/22, ECLI:EU:C:2024:824 – <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:62022CJ0650>

termination of an employment contract by a professional football player without “just cause.” The dispute has its origins in the termination of the contractual relationship between the football player Lassana Diarra and the Russian club Lokomotiv Moscow, following which the player became subject to the provisions of the FIFA Regulations on the Status and Transfer of Players (RSTP)¹⁵. Those provisions provide, inter alia, for the joint and several liability of the new club for the payment of compensation resulting from the premature termination of the contract, as well as for the possibility of sporting sanctions.

At the heart of the dispute lay Article 17 of the FIFA RSTP and the International Transfer Certificate (ITC) mechanism. In cases of unilateral termination without just cause, the system exposed players and prospective clubs to substantial compensation liability and sporting sanctions, thereby discouraging clubs from signing such players.

The version of Article 17 of the FIFA Regulations on the Status and Transfer of Players (RSTP) then in force¹⁶, entitled “Consequences of Terminating a Contract without Just Cause,” provided as follows:

“In the event of termination of a contract without just cause, the following provisions shall apply:

1. In all cases, the party in breach shall be liable to pay compensation. Subject to the provisions of Article 20 and Annex 4 concerning training compensation, and unless otherwise provided for in the contract, compensation for breach of contract shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. Such criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the remaining duration of the existing contract up to a maximum of five years, the fees and expenses incurred or paid by the former club (over the term of the contract), and whether the contractual breach occurred during the protected period.

¹⁵ FIFA Regulations on the Status and Transfer of Players (July 2025) – <https://digitalhub.fifa.com/m/4139b312ba9cfb4f/original/Regulations-on-the-Status-and-Transfer-of-Players-July-2025-edition.pdf>

¹⁶ FIFA Regulations on the Status and Transfer of Players (August 2014) – <https://digitalhub.fifa.com/m/31b6118183a91a9b/original/annzmoft3csj0gwp1tzi-pdf.pdf>

2. *The right to such compensation may not be assigned to a third party. If a professional player is required to pay compensation, the player and his new club shall be jointly and severally liable for its payment. The amount of compensation may be stipulated in the contract or agreed upon by the parties.*

[...]

4. *In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club which, during the protected period, has agreed with or induced a player to terminate his contract. A club which signs a professional player who has terminated his previous contract without just cause shall be presumed, unless proven otherwise, to have induced that player to breach his contract. The sanction shall consist of a ban on registering new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall only be able to register new players, either nationally or internationally, as from the registration period following the complete serving of the relevant sporting sanction. In particular, it shall not be entitled to benefit from the exception and provisional measures provided for in Article 6, paragraph 1 of these Regulations in order to register players prior to that period.”*

The CJEU held that these rules could restrict the free movement of workers and distort competition between clubs by creating a systemic deterrent to player mobility. Contractual stability was recognised as a legitimate objective, but the means employed were found capable of exceeding what is necessary to achieve it.

In its judgment in Case C-650/22, the Court of Justice of the European Union for the first time subjected FIFA’s transfer system to an explicit and systematic analysis through the prism of the labour market. Professional football players are classified as “workers” within the meaning of Article 45 TFEU, while clubs are regarded as undertakings competing for the recruitment of labour¹⁷. This legal characterisation triggers the application of strict standards concerning the permissibility of restrictions on mobility.

¹⁷ See Judgment of 4 October 2024, *Lassana Diarra*, C-650/22, ECLI:EU:C:2024:824, paragraphs 129 – 147.

The Court expressly observes that regulatory mechanisms which do not formally prohibit transfers, but render them economically or legally unattractive, constitute indirect restrictions on the freedom of movement¹⁸. From this perspective, the transfer system must be assessed not only in terms of its formal design, but also in light of its actual market effects¹⁹.

Article 17 of the Regulations on the Status and Transfer of Players (RSTP) has traditionally been presented by FIFA as a central instrument for safeguarding contractual stability. The CJEU acknowledges that this objective is legitimate, in so far as the stability of contractual relationships is necessary for the proper functioning of sporting competitions.

Nevertheless, the Court emphasises that the legitimacy of the objective does not relieve the regulator of the obligation to employ proportionate means. The cumulative effect of high compensation claims, the potential joint and several liability of the new club, and the risk of sporting sanctions goes beyond what is necessary to achieve contractual stability and results in a systemic deterrence of transfers²⁰.

The Court further holds that the transfer rules may constitute decisions by associations of undertakings within the meaning of Article 101 TFEU, in so far as they coordinate the conduct of clubs and restrict competition between them for the recruitment of players. Particularly problematic is the fact that the new club assumes a significant regulatory risk, irrespective of its own conduct.

This mechanism produces an effect analogous to a collective hiring restraint, whereby the market responds by restricting offers to a specific category of workers – namely, players who have terminated their contracts under contested circumstances.

¹⁸ See Judgment of 4 October 2024, *Lassana Diarra*, C-650/22, ECLI:EU:C:2024:824, paragraphs 92 – 94.

¹⁹ Full comprehensive analysis about transfer systems and EU-law touchpoints see in European Commission study, *The Economic and Legal Aspects of Transfers of Players* – available at <https://ec.europa.eu/assets/eac/sport/library/documents/cons-study-transfers-final-rpt.pdf>

²⁰ See Judgment of 4 October 2024, *Lassana Diarra*, C-650/22, ECLI:EU:C:2024:824, paragraphs 108 – 112.

Finally, the CJEU pays particular attention to the role of the International Transfer Certificate (ITC). The practice of withholding or delaying the issuance of an ITC on the grounds of contractual disputes transforms this administrative instrument into a *de facto* tool for blocking player mobility.

The Court of Justice of the European Union holds that such a practice cannot be justified by the objective of contractual stability and infringes both Article 45 TFEU and the principles of free competition.

The judgment in *Lassana Diarra* calls into question the very architecture of the transfer system²¹. It requires FIFA to reconsider the manner in which risks are allocated between the contracting parties and third parties. The focal point of the analysis is no longer the abstract notion of stability, but rather the actual impact on the labour market and on competition.

From this perspective, the judgment has the potential to foster more flexible contractual models, greater legal predictability, and enhanced mobility, in particular for players outside the elite segment of the market.

The decision does not exclude social dialogue or collective bargaining in football. It does, however, require that collectively agreed restrictions comply with EU law. Where agreements between the social partners include hard caps or transfer-related constraints, they must be supported by evidence of necessity and provide for periodic review. National law retains relevance as regards remedies and compensation for harm, but it cannot confer immunity from infringements of EU law.

The asserted functions of the transfer system – contractual stability, training compensation, and the maintenance of competitive balance – coexist with effects that suppress player remuneration and mobility. The Court indicates that deterrent mechanisms (such as compensation payable by the hiring club following a player's termination of a contract without just cause) cannot be justified solely by reference to stability, particularly where less restrictive means are available, such as shorter contract durations, objective release clauses, or termination options at the end of a sporting season. Evidence drawn from labour economics

²¹ More about this see **Houben R.** The transfer system in football a first case study of the CJEU's novel competition law framework (for sports). SSRN Electronic Journal, 2024, DOI:10.2139/ssrn.4838909

thus assumes a central role: where a rule operates as a “no-poach” mechanism²² or as a device for wage suppression, it will be incompatible with EU law unless it is strictly proportionate and accompanied by procedural safeguards ensuring fairness.

FIFA’s Interim Regulatory Framework following the *Lassana Diarra* Judgment

Following the judgment of the Court of Justice of the European Union in Case C-650/22, concerning the football player Lassana Diarra, FIFA initiated a global dialogue on possible amendments to the Regulations on the Status and Transfer of Players (RSTP). Since then, FIFA has received substantial feedback²³ from stakeholders across the football ecosystem worldwide.

FIFA has indicated that it will continue this inclusive process with a view to developing, together with its stakeholders, a new, long-term, stable and globally uniform regulatory framework for professional football, through an open, objective, transparent and non-discriminatory process.

Discussions with key stakeholders have, however, also revealed an urgent need for stability and regulatory clarity on a temporary basis, pending the continuation and completion of these broader deliberations.

The opening of registration periods (so-called transfer windows) by FIFA member regional associations in January 2025 created an immediate need for stakeholders to have clarity as to the applicable regulatory framework during the upcoming registration periods, both with regard to contractual stability and to the execution of international player transfers.

For this reason, FIFA has conducted separate consultations with its key stakeholders with a view to developing an interim regulatory framework, to be applied until the conclusion of the wider discussions concerning the long-term content of the RSTP.

²² About “no-poach” agreements – see **A. Aresu, D. Erharter, B. Renner-Loquenz**, Antitrust in Labour Markets. – Competition policy brief, Issue 2, 2024, (https://competition-policy.ec.europa.eu/document/download/adb27d8b-3dd8-4202-958d-198cf0740ce3_en).

²³ <https://inside.fifa.com/transfer-system/news/fifa-receives-extensive-feedback-possible-modifications-regulations-status-transfer-players>

Through this interim regulatory framework, FIFA maintains that it will be able to ensure the continued application of a globally uniform set of rules, and that clubs worldwide will remain subject to consistent regulatory standards concerning squad composition, contractual stability, and international player transfers.

The interim regulatory framework affects the following provisions of the RSTP: Articles 14 and 17, Annex 3 (in relation to the procedure for issuing the International Transfer Certificate (ITC)), and indirectly Annex 2 (with regard to coaches), as well as Article 13 of the Procedural Rules.

The principal changes are as follows:

Introduction of a Definition of “Just Cause” (Article 14(1) RSTP)

The introduction of a legal definition of the concept of “just cause” (as a prerequisite for the termination of a contract) is intended to ensure greater legal certainty and predictability, as well as to codify the established case-law of the Football Tribunal²⁴ in assessing whether just cause exists in a given case.

Calculation of Compensation Payable in the Event of a Breach of Contract by a Player or a Coach (Article 17(1) RSTP and Article 6(2) of Annex 2 to the RSTP)

Compensation is to be calculated in a more objective and transparent manner, taking into account the damage actually suffered in accordance with the principle of positive interest (expectation interest), the individual facts and circumstances of each specific case, as well as the applicable national law.

Burden of Proof in Relation to Joint and Several Liability for Compensation Following a Breach of Contract (Article 17(2) RSTP)

The joint and several liability of the player’s new club, and the corresponding obligation to pay compensation for breach of contract, will apply only where it is established that the new club induced the player to breach his contract. By contrast, under the previous version of the RSTP, joint and several liability applied automatically.

²⁴ See Article 48 of FIFA Statutes (May 2024).

Burden of Proof in Relation to Inducement to Breach of Contract (and the Related Sporting Sanction against the New Club) (Article 17(4) RSTP)

A sporting sanction against the player's new club for inducement to breach a contract will be imposed only if the claiming club proves that the new club induced the player to breach his contract. Under the previous version of the RSTP, there existed a presumption that the new club had induced the player to breach his contract.

Burden of Proof and Duty of Cooperation (Article 13(6) of the Procedural Rules)²⁵

An explicit clarification has been introduced to the effect that the parties are under a duty to cooperate in the establishment of the facts and to comply with evidentiary requests, whether made by the Football Tribunal or by a party to the proceedings. The Football Tribunal is empowered to draw an adverse inference from a party's conduct in relation to a request for evidence.

Procedure for the Issuance of the International Transfer Certificate (ITC) (several paragraphs of Article 11 of Annex 3 to the RSTP)

A simplified procedure for the issuance of the International Transfer Certificate (ITC) has been introduced, with the aim of preventing FIFA member associations from refusing or delaying the issuance of an ITC. Irrespective of the existence of a contractual dispute—and subject to due regard for the principle of sporting integrity and the applicable registration periods—the player is, in all circumstances, to be afforded the opportunity to move to a new association and to continue his career with a new club.

The ITC issuance procedure operates as follows:

- where the player's new association submits a request for the issuance of an ITC (ITC Request), the former association is required to issue the ITC to the new association within 72 hours;
- if the former association fails to respond to the ITC Request within the 72-hour period, the new association may proceed

²⁵ Procedural Rules Governing the Football Tribunal (January 2026) – <https://digitalhub.fifa.com/m/659b9e0d8711d553/original/Procedural-Rules-Governing-the-Football-Tribunal-January-2026-edition.pdf>

- to register the player with the new club and enter the relevant registration data into the TMS system;
- in exceptional circumstances, the player, the former association, or the new association may request the intervention of FIFA, but such intervention is permissible only in strictly limited scenarios and may never result in the blocking of the issuance of an ITC, for example on the ground of a pending contractual dispute;
- in all cases, the issuance of the ITC shall be without prejudice to any contractual dispute between the player, the former club and/or the new club.

The interim regulatory framework incorporating all of the above amendments entered into force on 1 January 2025, as reflected in Article 29 of the RSTP and Article 34 of the Procedural Rules. It applies both to proceedings pending before the Football Tribunal at the time of its entry into force and to all new proceedings initiated before the Football Tribunal after 1 January 2025.

In July 2025, the official amendments to the Regulations on the Status and Transfer of Players entered into force, thereby transforming the interim regulatory framework into a permanent regime²⁶.

While the reforms concerning the ITC mechanism appear broadly aligned with the concerns expressed by the Court of Justice of the European Union regarding player mobility, doubts remain as to whether the mechanisms relating to compensation and joint and several liability continue to generate a “chilling effect” on the labour market. Criticism voiced by player representatives suggests that compliance with the requirements of EU law may be formal rather than substantive. A comprehensive assessment of the impact on labour-market dynamics and competition will only become possible after several years of practical application of the new rules.

²⁶ FIFA Regulations on the Status and Transfer of Players (July 2025).

4. The Judgment in *Royal Football Club Seraing* (C-600/23)²⁷

The Royal Football Club Seraing case arose from a dispute between the Belgian football club Royal Football Club Seraing (RFC Seraing) and the international football organisations FIFA, UEFA, and the Royal Belgian Football Association (URBSFA). At the heart of the dispute lay a sanction imposed by FIFA on the club for breach of the rules prohibiting the acquisition by third parties of economic rights in football players (third-party ownership). As a consequence of that infringement, FIFA imposed a ban on RFC Seraing from registering new players for several transfer periods and levied a fine. Those decisions were upheld by the Court of Arbitration for Sport (CAS) and subsequently by the Swiss Federal Tribunal.

The club challenged those measures before the Belgian courts, arguing that the system of mandatory arbitration before CAS, and the subsequent treatment of the arbitral award as having *res judicata* effect, were contrary to fundamental principles of EU law, including the right to effective judicial protection. Since the Belgian courts did not permit full judicial review of arbitral awards on issues involving EU law, the Court of Cassation of Belgium referred preliminary questions to the Court of Justice of the European Union concerning the scope of national rules designed to enhance effective judicial protection, as deriving from Article 47 of the Charter of Fundamental Rights of the European Union and Article 19 TEU.

The Seraing case thus concerns the interaction between compulsory arbitration before CAS and national rules conferring *res judicata* effect on arbitral awards. The Court of Justice of the European Union held that EU law requires national courts to retain the possibility of exercising judicial review over such awards where the EU public policy order is implicated.

²⁷ Judgment of 1 August 2025, *Royal Football Club Seraing*, C-600/23, ECLI:EU:C:2025:617 – <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:62023CJ0600>

The Court of Justice of the European Union gives concrete substance²⁸ to Article 47 of the Charter of Fundamental Rights of the European Union, transforming it into operational standards for judicial review of arbitral awards rendered by the Court of Arbitration for Sport (CAS) where such awards raise issues falling within the scope of EU law. The intensity of review exercised by the courts of the Member States must be sufficient to allow for the correction of legal errors relating to the application of competition rules and the freedoms of movement, and may not be confined solely to sanctioning violations of public policy in the narrow sense of that concept. Contractual clauses intended to exclude or restrict such judicial review are, accordingly, unenforceable.

From a practical perspective, clubs and players are therefore required to plan parallel procedural strategies: to advance arguments based on EU law already within the arbitral proceedings; to preserve and consistently maintain those arguments with a view to subsequent judicial review; and to take into account the choice of the seat of arbitration or the place of enforcement, favouring jurisdictions with a well-developed practice of judicial scrutiny for compliance with EU law.

International sports arbitration, centred around CAS in Lausanne, has traditionally been presented as an autonomous dispute-resolution system, grounded in the contractual consent of the parties²⁹. In football, however, such consent is effectively mandatory, as access to competitions and licensing regimes is conditioned upon acceptance of arbitration clauses in favour of CAS.

In its judgment in Case C-600/23, the Court of Justice of the European Union is thus confronted with the question of how far such a system may be “closed” to the oversight of national courts where the dispute concerns rules and sanctions falling within the ambit of EU law.

The Court of Justice of the European Union emphasises that Article 19(1) TEU and Article 47 of the Charter of Fundamental Rights of

²⁸ See Judgment of 1 August 2025, *Royal Football Club Seraing*, C-600/23, ECLI:EU:C:2025:617, paragraphs 70 – 76.

²⁹ In the past, there have even been ideas for the Court of Arbitration for Sport to become the “Supreme Court of World Sport” – **McLaren, R. H.** Twenty-five years of the Court of Arbitration for Sport: A look in the rear-view mirror. *Marquette Sports Law Review*, vol. 20, 2010, p. 305, 306.

the European Union require the Member States to ensure effective judicial protection in the fields covered by EU law³⁰. This principle is of a constitutional nature and cannot be derogated from by means of private-law arbitration agreements.

The Court expressly holds that, where an arbitral award concerns the application of EU law norms having the character of public policy – such as the rules on competition or free movement – national courts must retain a genuine and effective ability to exercise judicial review.

The judgment in *Seraing* fits coherently within a line of case-law beginning with *Eco Swiss*³¹, in which the Court recognised that EU competition rules form part of public policy and must therefore be taken into account in the review of arbitral awards. A similar logic is discernible in *Achmea*³², albeit in a different institutional context.

The common denominator of this jurisprudence is the affirmation of the principle that private dispute-resolution mechanisms cannot displace the primacy and effectiveness of EU law.

The judgment does not call into question the legitimacy of the Court of Arbitration for Sport (CAS) as a specialised arbitral forum. It does, however, draw a clear boundary: CAS cannot constitute the final and exclusive instance where rights guaranteed by EU law are at stake. National courts in the Member States are required to retain their supervisory jurisdiction³³.

³⁰ Legal justification for the universal application of the Charter, including to entities that are not at first glance regulated by EU law – see **Kliesch, J.** *Der Status des Profifußballers im Europäischen Recht*. Nomos, Baden-Baden, 2017, pp. 151 – 159 and **Kühling, J., S. Drechsler M. Pechstein.** In: Nowak, C., U. Häde (Eds.). *Frankfurter Kommentar zu EUV, GRC und AEUV*. 2. ed., Vol. I. Mohr Siebeck, Tübingen, 2023, Art. 15 GRC.

³¹ Judgment of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269 – <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=ecli:ECLI%3AEU%3AC%3A1999%3A269>

³² Judgment of 6 March 2018, *Achmea*, C-284/16, EU:C:2018:158 – <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=ecli:ECLI%3AEU%3AC%3A2018%3A158>

³³ In this way, I answer the questions already raised about the "dangers" that the arbitration proceedings before the CAS hide and the contradictory "respect" of established human rights and EU law, which are the subject of numerous comments in the literature – see **Anderson, J.** *Taking sports out of the courts: Alternative dispute resolution and the international Court of Arbitration for Sport*. Journal of

This has significant implications for the future application of the disciplinary and regulatory rules of FIFA and UEFA, as it increases the risk of fragmentation in enforcement, while simultaneously ensuring the protection of the fundamental principles of the internal market³⁴.

Although arbitration before CAS remains compatible with EU law, it can no longer operate as a closed system insulated from Union judicial review. This development substantially strengthens the applicability and effectiveness of EU competition law and free-movement rules within the sports sector.

Finally, the *Seraing* judgment recalibrates the interaction between the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards³⁵ and the Brussels I bis Regulation³⁶, clarifying that the recognition and enforcement of CAS awards within the EU trigger a mandatory review for compliance with EU public policy. Choice-of-law and jurisdiction clauses in standard sports contracts must therefore anticipate such review. Parties established within the EU must align their choice of forum and post-award strategies with the standards of judicial control applied by the courts of the Member States, in order to avoid obstacles at the enforcement stage.

Legal Aspects of Sport, vol. 10, 2000, p. 123; **Shahlaei, F.** The collision between human rights and arbitration: The game of inconsistencies at the Court of Arbitration for Sport. – *Arbitration International*, vol. 40(2), 2024, p. 169, 203 and **Duval, A.** Towards a transnational Solange: The Court of Arbitration for Sport and EU law. In: Hörnle, T., C. Möllers, G. Wagner (eds). *Gerichte und ihre Äquivalente*. Nomos, 2020, p. 33.

³⁴ More about ensuring the functioning of the internal market see **Müller-Graff, P.-C.** Die Verfassungsziele der Europäischen Union, p. 128-136. In: Dauses, M. A. *Handbuch des EU-Wirtschaftsrechts*, Vol. I, EL 59, C.H. Beck, Munich, 2023.

³⁵ Full text and status available at https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards

³⁶ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) – <https://eur-lex.europa.eu/eli/reg/2012/1215/oj/eng>

5. Conclusion

The impact of the judgments discussed may be summarised as follows:

For regulatory organisations

- An obligation to codify clear and objective criteria governing authorisations and sanctions, to establish independent supervisory bodies, and to publish reasoned decisions;
- The adoption of competition-law-compliant frameworks for the allocation of commercial rights and for the authorisation of competing organisers;
- The implementation of structured proportionality assessments and impact analyses for any rule that restricts player mobility.

For football clubs

- Greater strategic freedom to explore alternative competitions, provided that objective authorisation criteria are met and the sustainability of the pyramidal governance model of football is ensured;
- Enhanced bargaining power in negotiations over media rights, given that federations are required to avoid self-preferencing;
- A reform of transfer policies: model contractual clauses should avoid disproportionate deterrent mechanisms restricting mobility and ensure compliance with EU competition and labour law.

For players

- Stronger guarantees of free movement, including the possibility of claims for damages where restrictive rules have resulted in wage suppression or the blocking of transfers.
- Improved procedural rights, as arbitral awards are now subject to substantive and effective judicial review within the EU.

For football agents

- Regulations governing intermediation must withstand scrutiny under competition and free-movement rules; restrictions on remuneration, exclusivity, and conflict-of-interest rules must be evidence-based and proportionate.

- Contractual and procedural dispute-resolution strategies must anticipate judicial review by the courts of the Member States of decisions rendered by CAS.

From the perspective of private international law, the judgments direct particular attention to choice-of-law and international jurisdiction clauses in football contracts. Parties frequently opt for Swiss law and arbitration before the Court of Arbitration for Sport. Following the *Seraing* judgment, however, parties established within the EU must carefully reassess their enforcement strategies, since intensive judicial review by the courts of the Member States is now permissible. The arbitration exception under the Brussels I bis Regulation does not shield arbitral awards from public policy review where EU public policy is implicated. Moreover, the overriding mandatory provisions under the Rome I Regulation³⁷, and the considerations flowing from Article 9³⁸ thereof, may trigger the application of EU competition and labour-law standards irrespective of the law chosen by the parties.

The case-law of the Court of Justice of the European Union discussed herein does not dismantle the European sports model; rather, it places it within a structured regulatory framework. FIFA and UEFA retain their governing authority, but that authority is now conditioned by requirements of transparency, proportionality, and effective judicial control. In this manner, European football enters a new phase in which

³⁷ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations – <https://eur-lex.europa.eu/eli/reg/2008/593/oj/eng>

³⁸ Article 9 “Overriding mandatory provisions”:

1. Overriding mandatory provisions are provisions the respect for which is regarded as crucial by a country for safeguarding its public interests, such as its political, social or economic organisation, to such an extent that they are applicable to any situation falling within their scope, irrespective of the law otherwise applicable to the contract under this Regulation.
2. Nothing in this Regulation shall restrict the application of the overriding mandatory provisions of the law of the forum.
3. Effect may be given to the overriding mandatory provisions of the law of the country where the obligations arising out of the contract have to be or have been performed, in so far as those overriding mandatory provisions render the performance of the contract unlawful. In considering whether to give effect to those provisions, regard shall be had to their nature and purpose and to the consequences of their application or non-application.

private governance remains viable only insofar as it is compatible with the foundational principles of the EU internal market.

Taken together, the three judgments impose a model of “controlled autonomy” in the governance of football. The organisation of competitions, the mobility of players, and the resolution of disputes must henceforth operate within a framework that ensures market access, labour mobility, and judicial protection in conformity with EU law.