



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

Arbitration CAS 2023/A/10079 Patrick Youmbi Noubissie v. Fédération Internationale de Football Association (FIFA) & Fédération Camerounaise de Football (FECAFOOT), award of 24 September 2024

Panel: Mr Olivier Carrard (Switzerland), Sole arbitrator

Football

Contractual dispute with a physiotherapist regarding outstanding salaries

Existence of a contractual relationship

Distinction between physiotherapist and coach

Jurisdiction of FIFA

1. According to art. 11 par. 1 of the Swiss Code of Obligations, “[t]he validity of a contract is not subject to compliance with any particular form unless a particular form is prescribed by law”. Therefore, even if the employment contract was only signed by the employee but not by the employer, a contractual relationship exists between the employee and the employer if it is established that the former has worked for the latter for several years.
2. An employee who was hired as a physiotherapist to be part of the medical team and assist the team doctor, and who has not demonstrated that his duties included selecting players for matches and making tactical choices does not fall under the definition of “coach” foreseen in the FIFA Regulations on the Status and Transfer of Players. Advising the coach on the physical health of players and their ability to play simply falls within the traditional role of a physiotherapist.
3. The mere fact that a contract gives jurisdiction to a court does not automatically confer jurisdiction to that court. A court’s jurisdiction depends first and foremost on its own rules of jurisdiction.

I. THE PARTIES

1. Mr Patrick Youmbi Noubissie (the “Appellant”) is a French physiotherapist and ex-football player.
2. The Fédération Internationale de Football Association (“FIFA” or “First Respondent”) is the international governing body of football. FIFA is an association under Swiss law and has its registered office in Zurich, Switzerland.

3. The Fédération Camerounaise de Football (“FECAFOOT” or “Second Respondent”) is the governing body of football in Cameroun. FECAFOOT is an association under Cameroonian law and has its headquarters in Yaoundé, Cameroon. FECAFOOT is affiliated to FIFA.
4. In the present award, the Appellant and the Respondents will jointly be designated as the “Parties”.

II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts, as submitted by the Parties in their written submissions and adduced at the hearing. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his award only to the submissions and evidence he considers necessary to explain his reasoning.

A. Background facts

6. From September 2018 to November 2021, the Appellant worked as a physiotherapist for Cameroon’s football National Team.
7. The Appellant’s appointment as a physiotherapist for the National Team was confirmed by a Decision issued on 1 September 2018 by the then President of the Normalisation Committee of the FECAFOOT.
8. The Appellant signed an Employment Contract (the “Contract”) in March 2019 sent by FECAFOOT precisising his function.
9. Art. 2 of the Contract stipulates that the Appellant is engaged as a physiotherapist and that he is part of the medical team.
10. However, the Contract has never been signed by FECAFOOT.
11. By letter dated 16 January 2022, the Appellant requested the amount of EUR 129,450 to FECAFOOT which allegedly corresponded to the outstanding remuneration due under the Employment Contract.
12. By letter dated 29 March 2023, the General Coordinator of FECAFOOT asked to its General Secretary the authorization to pay the Appellant EUR 129,450.
13. The Appellant never got paid the aforementioned EUR 129,450 by FECAFOOT.
14. By letter dated 11 April 2023, the President of FECAFOOT informed the Appellant that he should contact the Minister of Sports and Physical Education to get answers concerning his outstanding remuneration.

15. By letter dated 20 June 2023, the Appellant sent another default notice to FECAFOOT, stating that FECAFOOT was competent to pay his alleged outstanding remuneration, and not the Ministry of Sports and Physical Education, and requested payment of the integral amount of EUR 129,450 within 8 days.
16. This letter remained unanswered.

B. Proceedings before FIFA

17. On 28 June 2023, the Appellant filed a claim against FECAFOOT before FIFA's Player's Status Chamber ("PSC"), requesting the paiement of EUR 129,450 as outstanding bonuses and daily allowances, and FCFA 5.000.000 as general damages for legal expenses and cost of arbitration.
18. The Appellant asserted that he was entitled to ask the payment to FECAFOOT and that he did not have to request it to the Ministry of Sport and Physical Education.
19. By letter dated 29 June 2023, the PSC sent a letter to the Appellant informing that FIFA did not seem competent to deal with the claim on the grounds that the Appellant could not be considered as a coach. The letter stated that claims filed by physiotherapists do not fall under FIFA's jurisdiction.
20. By email dated 11 September 2023, the Appellant reiterated his position as to the admissibility of the claim, asserted that physiotherapists are as important as coaches and should be guaranteed the same level of protection by FIFA, and asked the PSC to render a decision.
21. On 27 September 2023, the PSC rendered its decision (the "Appealed Decision").
22. The Appealed Decision stated that the PSC is competent in principle regarding the matter at stake. However, the Chairperson identified an admissibility issue regarding the claim, on the grounds that the Appellant did not meet the conditions to be considered as a coach.
23. The Chairperson noted that according to art. 9 par. 1 of the FIFA Procedural Rules Governing the Football Tribunal: *"Subject to the relevant FIFA regulation, only the following natural or legal persons may be a party before a chamber a. member associations; b. clubs affiliated to a member association; c. players; d. coaches; e. football agents licensed by FIFA; or f. match agents licensed by FIFA"*.
24. The Chairperson further noted that Number 28 of the Definitions of the Regulations on the Status and Transfer of Players stipulates that a coach is *"an individual employed in a football-specific occupation by a professional club or association whose: i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/ or ii. Employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation"*.
25. The Chairperson then concluded that the tasks specified in the Contract are not in line with the requirements of Number 28 of the Definitions of the Regulations on the Status and Transfer of Players. Thus, the Appellant could not be considered as a coach.

26. In view of the above, the Chairperson concluded that he was not competent to deal with the Appellant's claim and deemed the latter "inadmissible".

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 23 October 2023, the Appellant filed a statement of appeal (the "Statement of Appeal") with the Court of Arbitration for Sport (the "CAS"), pursuant to Article R48 of the Code of Sports-related Arbitration (the "Code") against the Respondents, , to challenge the Appealed Decision. The Appellant requested the appointment of a Sole Arbitrator.
28. On 27 October 2023, the CAS Court Office forwarded a copy of the Statement of Appeal to the Respondents and granted them a 5-day deadline to inform the CAS Court Office whether they agreed with the appointment of a Sole Arbitrator and a 3-day deadline to object to the choice of English as the language of the procedure.
29. On 27 October 2023, the Second Respondent agreed to the appointment of a Sole Arbitrator, and asked to proceed in French. If the procedure had to remain in English, the Second Respondent asked for every documents notified to FECAFOOT to be translated in French.
30. On 30 October 2023, the CAS Court Office acknowledged receipt of the Second Respondent's agreement with the request to submit this case to a Sole Arbitrator. The CAS Court Office also acknowledged the Second Respondent's objection to the conduct of the procedure in English and that he requested French instead. It invited the Appellant to inform them by 2 November 2023 whether he wanted to maintain his initial request to conduct the procedure in English.
31. By email dated 30 October 2023, the Appellant invited the CAS Court Office to consider the Statement of Appeal filed as the Appeal Brief in conformity with Article R51 of the Code. He further maintained his initial request that English should be used to conduct the procedure.
32. By email dated 2 November 2023, the First Repondent agreed to establish English as the language of the procedure and to refer the present matter to a Sole Arbitrator.
33. On 3 November 2023, the CAS Court Office acknowledged receipt of the First Respondent's agreement that a Sole Arbitrator be appointed for this procedure. It further noted that the Appellant reiterated his request that the procedure be conducted in English and that the First Respondent also agreed to conduct the case in English. The CAS Court Office stated that the Division President or her Deputy shall decide the issue in accordance with Article R29 of the Code.
34. On 14 November 2023, the Second Respondent, although not being directed to do so yet pending a decision on the language issue, sent its Answer to the CAS Court Office, filed both in French and English. The CAS Court Office, noting that the Second Respondent opted for filing a version of its Answer also in English and did not wait for the issuance of the Order on Language, as announced, assumed that the Second Respondent had waived its request regarding the language of the procedure and that the procedure would therefore continue in English.

35. The CAS Court Office also acknowledged receipt of the letter of 3 November 2023 of the Appellant, in which he indicated that his Statement of Appeal should be deemed as his Appeal Brief. The CAS Court Office then invited FIFA to file its Answer.
36. On 18 December 2023, the CAS Court Office informed the Parties that Mr Olivier Carrard, Attorney-at-Law in Geneva, Switzerland, had been appointed as a Sole Arbitrator and reminded the Parties that pursuant to Article R34 of the Code, an arbitrator may be challenged if the circumstances give rise to legitimate doubts over his independence and that the challenge should be brought within seven days after the ground for the challenge has become known.
37. On 28 December 2023, the CAS Court Office informed the Parties that no challenge had been filed against the appointment of Mr Olivier Carrard within the deadline prescribed at Article R34 of the Code.
38. On 1 February 2024, the First Respondent submitted its Answer to the CAS Court Office, in accordance with Article R55 of the Code and within the previously extended time limit.
39. On 4 February 2024, the CAS Court Office acknowledged receipt of FIFA's Answer and notified it, together with the Answer of the First Respondent, to the other Parties. In addition, the CAS Court Office then informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Panel appointed to adjudicate the arbitration was constituted by Mr Olivier Carrard, Attorney-at-Law in Geneva, Switzerland, as Sole Arbitrator.
40. On 22 February 2024, the CAS Courts Office, on behalf of the Sole Arbitrator, informed the Parties that the Sole Arbitrator intends to proceed with a hearing, by video-conference on 25 March 2024 at 14:00 CET. The Parties were invited to confirm their availability on this date by 26 February 2024.
41. On 26 February 2024, FIFA produced the complete file of the first instance proceedings, as directed by the Sole Arbitrator.
42. On 29 February 2024, the CAS Court Office noted that FIFA confirmed its availability for a Hearing on 25 March 2024, but that the other Parties remained silent. It granted the Appellant and the Second Respondent until 4 March 2024 to confirm their availability on the date proposed by the Sole Arbitrator and informed them that silence would be deemed as confirmation.
43. On 11 March 2024, further to the Appellant's availability and Second Respondent's silence, the CAS Court Office informed the parties that an Hearing would be held by video-conference on 25 march 2024.
44. By email dated 14 March 2024, the CAS Court Office transmitted to the parties an Order of Procedure and invited them to sign and return a copy of the aforementioned Order by 21 March 2024, which the Parties did within the granted deadline.
45. The Hearing was held on 25 March 2024. In addition to the Sole Arbitration and Mr Giovanni Maria Fares, Counsel to the CAS, the following persons attended the Hearing remotely:

- For the Appellant: Mr Samkia Duga Titanji, Mr Tomislav Kasalo and Mr Patrick Youmbi Noubissie.
 - For the First Respondent: Mr Saverio Paolo Spera.
 - For the Second Respondent: Mr Heles U Goueth Bidjocka and Ms Nadège Ngue Zack.
46. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the Panel, nor to the jurisdiction of the CAS.
47. The Parties were given full opportunity to present their cases, submit their arguments in opening and closing statements, and to answer the questions posed by the members of the Panel.
48. Before the hearing was concluded, the Parties expressly stated that they did not have any objection to the procedure adopted by the Panel and that their right to be heard and to be treated equally were respected.

IV. SUBMISSION OF THE PARTIES

49. This section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this award, the Sole Arbitrator has accounted for, and carefully considered all of the submissions made and evidence adduced by the Parties, even if there is no specific reference to them in the following summary.

A. The Appellant

50. The Appellant's submissions, in essence, may be summarized as follows:
- FECAFOOT owes the Appellant EUR 129,450 as outstanding bonuses and daily allowances:
 - The Appellant is part of a tripartite Contract even though only he signed it. The Contract exists due to FECAFOOT's actions and behavior. FECAFOOT used and benefited from the Appellant's services during 4 years.
 - The Appellant performed all his obligations contained in the Contract.
 - The Appellant's role as a physiotherapist within the Cameroonian football National Team included on pitch player coaching.
 - The Contract being signed between an ex-football player and FECAFOOT, a federation linked to FIFA, the First Respondent should be competent to adjudicate this claim.
51. In the light of the above, the Appellant filed the following requests for relief in his Appeal Brief:

“Given the facts and circumstances above, we urge the panel to hold admissible the present appeal before the Court of Arbitration for Sport.

Declare the Appellant’s claim justified.

Overturn the contested decision passed by the Player’s Status Chamber of the FIFA Football tribunal passed on the 27 September 2023.

Accept in full the claim for the payment to the Appellant by the Second Respondent i.e., for the payment of EUR 129,450 corresponding to the outstanding remuneration due under the contract as follows:

Outstanding Bonuses and Daily Allowance

From 2 September 2018 to 16 November 2021 - EUR 129,450 (FCFA 84,000,000).

General Damages for Legal Expenses and Cost of Arbitration:

Condemn the Respondent to pay all legal cost and other arbitration expenses and to bear the cost to the amount of CFA 2,000,000.

Order the Second Respondent to pay all legal cost and other arbitration expenses”.

B. The First Respondent

52. The First Respondent’s submissions, in essence, may be summarized as follows:

- The PSC had no jurisdiction to hear the claim brought before it by the Appellant:
 - The Appellant is part of the medical team of Cameroon’s football National Team. He can’t be considered as a coach and thus, was not subject to the jurisdiction of the PSC.
 - The Employment Contract expressly limits the range of the physiotherapist’s activity as part of the medical team.
 - The wording of the Appellant’s Contract is straightforward and he failed to meet the burden of submitting any evidence that he was providing professional coaching.
 - In an absence of any evidence pointing to the fact that the Appellant was a coach, the wording of the Contract plays a decisive role.
 - According to CAS jurisprudence, a physical trainer is not considered as a coach. The same should be considered as a physiotherapist, since he does not lead the team on the sports ground.
- The Appellant did not provide any evidence to overturn the clear wording of the Contract:

- The Appellant only claimed that he was “involved in pitch player coaching” which without providing any piece of evidence, does not suffice to prove that he was a coach.
 - According to the Swiss Civil Code, FIFA procedural rules, and CAS jurisprudence, the burden of proving the existence of an alleged fact shall rest on the person who derives right from that fact.
 - Subsidiarily, if the Sole Arbitrator deemed that PSC had jurisdiction to entertain the claim, the matter should be sent back to FIFA for evaluation, as the PSC did not enter into the merits of the case and, thus, was not in a position to assess all the claims of the Appellant.
53. In the light of the above, the First Respondent filed the following requests for relief in its Answer:

“Based on the foregoing, FIFA respectfully requests CAS to issue an award on the merits:

Rejecting the requests for relief sought by the Appellant;

Confirming that the PSC did not have the jurisdiction to entertain the Appellant’s claim;

Subsidiarily, in case it was found that the PSC had the jurisdiction to entertain the Appellant’s claim, ordering that the case be referred back to the PSC in order for it to render a decision on the merits of the case;

In any case, exonerating FIFA from bearing any costs of these arbitration proceedings”.

C. The Second Respondent

54. The Second Respondent’s submissions, in essence, may be summarized as follows:

- The PSC had no jurisdiction to hear the claim brought before it by the Appellant:
 - The Appellant’s duties had nothing to do with coaching Cameroon’s National football Team and thus, was not subject to the jurisdiction of the PSC.
 - There is no Employment Contract signed between FECAFOOT and the Appellant, and the Decision appointing the Appellant as a physiotherapist does not assign him any coaching function.
 - Furthermore, the Appellant doesn’t have a coaching license.
- The Appellant did not provide any evidence that he had any coaching function.

55. In the light of the above, the Respondent filed the following requests for relief in its Answer:

“Main points:

- *NOUBISSIE YOUNBI Patrick Benjamin’s appeal should be dismissed.*

- Order the Petitioner to pay all the expenses of the current proceedings as well as legal costs.

Alternatively:

- Reject all of the Petitioner's submissions after his statement of appeal dated 23 October 2023".

V. JURISDICTION

56. 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 CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body".

57. With respect to the Appealed Decision, the jurisdiction of the CAS derives from Article 58 of the FIFA Statutes.

58. In addition, neither the Appellant nor the Respondents objected to the jurisdiction of the CAS, and the Parties confirmed CAS jurisdiction when signing the Order of Procedure.

59. As a result, CAS has jurisdiction to hear the present case.

VI. ADMISSIBILITY

60. Article R49 of the CAS Code R49 of the CAS Code provides, *inter alia*, 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against".

61. Article 57 of the FIFA Statutes provides that *"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question"*.

62. FIFA notified the grounds of the Appealed Decision on 2 October 2023 and the Appellant lodged his Appeal with CAS on 23 October 2023, i.e. within the 21-day deadline.

63. The Appellant's submissions were filed within the deadlines imposed by the CAS Court Office and in compliance with all other requirements of the CAS Code, including the payment of the CAS Court Office fee. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

64. In accordance with Article R58 of the CAS Code, *“the Sole Arbitrator shall decide the dispute according to the applicable regulations and, subsidiarily, 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 Sole Arbitrator deems appropriate. In the latter case, the Sole Arbitrator shall give reasons for his decision”*.
65. The only object of the dispute before the Sole Arbitrator is to determine whether the PSC had jurisdiction to hear the case according to FIFA Statutes. If the Sole Arbitrator deems appropriate, he may additionally refer to other laws.

VIII. MERITS

A. Preliminary Observations

66. The summary of the Parties’ submissions in this Award refers to the substance of the allegations and arguments, without listing them exhaustively. In its discussion of the case and its findings, the Sole Arbitrator nevertheless examined and took into account all of the allegations, arguments, and evidence submitted in writing and during the Hearing, whether or not expressly referred to herein. The Sole Arbitrator has sought to carefully and comprehensively review all discernible pleas in full, including, for completeness, all of the main subsidiary lines of reasoning to the extent that the evidence and arguments in the file allowed it.

B. Whether a contractual relationship existed between the Appellant and the Second Respondent

67. The Second Respondent claimed that it has never signed an employment Contract with the Appellant. Thus, the Appellant cannot rely on the Employment Contract to seek payment of outstanding bonuses and daily allowances.
68. According to art. 11 par. 1 of the Swiss Code of Obligations (the “SCO”): *“The validity of a contract is not subject to compliance with any particular form unless a particular form is prescribed by law”*.
69. Even though the Employment Contract was never signed by the Second Respondent, it is established that the Appellant worked for FECAFOOT for several years. This is corroborated by the Decision n° 054/FCF/PCN/2018 of 1 September 2018, which appoints the Appellant as a physiotherapist. A contractual relationship therefore existed between the Appellant and FECAFOOT.

C. Whether the Appellant was a coach

70. The present proceedings raise the question whether FIFA had jurisdiction to adjudicate the claim of the Appellant. To answer this question, the notion of “coach” according to FIFA regulation must be defined.

71. Number 28 of the FIFA Definitions of the Regulations on the Status and Transfer of Players precises the notion of coach: *“Coach: an individual employed in a football-specific occupation by a professional club or association whose: i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or ii. employment required the holding of a coaching licence in accordance with a domestic or continental licensing regulation”*.
72. The Appellant claims that he falls under the definition of a coach. Parts of his tasks were to give advices to the Head Coach as to whether a player was in good enough shape to play and for how long. By giving such advice to the Head Coach, the Appellant considered that he was part of the process of selecting players for matches, and thus fell under the scope of Number 28 of the FIFA Definitions of the Regulations on the Status and Transfer of Players.
73. In support of his claim, the Appellant invoked an Arbitral Award (CAS 2018/A/5586). In this Award, the Panel considered that the Appellant, who was in charge of the fitness of the players, could be considered as a coach.
74. The First Respondent argued that the Appellant was not a coach.
75. The First Respondent invoked two Arbitral Awards in support of its claim (CAS 2000/A/2009 and CAS 2020/A/7117).
76. The first Award clarifies the distinction between a physical trainer and a coach. In particular, the Award states that the *“definition of the term “coach” is not comparable with the activity of a physical trainer, especially when the physical trainer works under the instructions of the coach as a member of a technical team lead by the coach”*.
77. The second Award emphasises the fact that a physical coach, or physical trainer, is not considered as a coach under FIFA regulation.
78. The First Respondent also commented the Award that the Appellant submitted. FIFA argued that this ruling was irrelevant in the present case, as the Contract at issue named the Appellant as an “Assistant Coach”, whereas the Appellant’s contract names him as a physiotherapist.
79. The Second Respondent followed FIFA’s argument according to which the Appellant can’t be considered as a coach.
80. Article 18 par. 1 SCO provides as follows regarding the interpretation of contracts: *“When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without swelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement”*.
81. According to CAS jurisprudence, under Article 18 of the SCO: *“The parties’ common intention must prevail on the wording of their contract. If this common intention cannot be determined with certainty based on the wording, the judge must examine and interpret the formal agreement between the parties in order to define their subjective common intention (WINIGER B., Commentaire Romand – CO I, Basel 2003, n. 18-20 ad Art. 18 CP). This interpretation will first take into account the ordinary sense one can give to the expressions*

used by the parties and how they could reasonably understand them (WINIGER B., op. cit., n. 26 ad art. 18 CO); WIEGAND W., Obligationenrecht I, Basel 2003, n. 19 ad art. 18 CO). The behavior of the parties, their respective interest in the contract and its goal can also be taken into account as complementary means of interpretation (WINIGER B., op. cit., n. 33, 37 and 134 ad art. 18 CO; WIEGAND W., op. cit., n. 29 and 30 ad art. 18 CO)” (CAS 2005/A/871, p. 19, para. 4.29).

82. Art. 1 of the Employment Contract states that the Appellant was hired as a physiotherapist. Art. 2 of the Contract precises that he was part of the medical team and assisted the team doctor. Furthermore, art. 1 of the Decision n° 054/FCF/PCN/2018 of the 1 September 2018 appoints the Appellant as physiotherapist, as opposed to, for example, a coach or an assistant coach.
83. The wording of both the Employment Contract and the Decision n° 054/FCF/PCN/2018 of the 1 September 2018 is straightforward and leaves no doubt as to the true intentions of the Parties. The Appellant was hired as a physiotherapist, not as a coach.
84. Besides the wording of his Contract, the Appellant failed to prove that he had a coaching role in the team. In particular, he has not demonstrated that his duties included selecting players for matches and making tactical choices. Nor has he proved that he has a coaching license. Advising the coach on the physical health of players and their ability to play simply falls within the traditional role of a physiotherapist.
85. The Award invoked by the Appellant (CAS 2018/A/5586) cannot be of any assistance to him. In this case, the contract at issue was an “assistant coach” contract, as opposed to the Appellant’s Contract which appoints him as a physiotherapist.
86. In view of the above, the Appellant could not be considered as a coach of Cameroon’s football National Team. His role was to be a physiotherapist, part of the medical team.

D. Whether FIFA had jurisdiction

87. According to art. 9 par. 1 of the FIFA Procedural Rules: *“Subject to the relevant FIFA regulations, only the following natural or legal persons may be a party before a chamber: a. member association; b. clubs affiliated to a member association; c. players; d. coaches; e. football agents licensed by FIFA; or f. matched licensed by FIFA”.*
88. As explained above, the Appellant could not be considered as a coach. Nor could he be considered as fulfilling any of the other functions enumerated at art. 9 par. 1 of the FIFA Procedural rules.
89. The Appellant claims that his Employment Contract explicitly gave jurisdiction to the PSC to hear a dispute between FECAFOOT and himself. According to the Contract, in case of conflict, FECAFOOT and/or FIFA were competent to statute.
90. The mere fact that a contract gives jurisdiction to a court does not automatically confer jurisdiction to that court. A court’s jurisdiction depends first and foremost on its own rules of jurisdiction. As mentioned above the PSC’s rules of jurisdiction don’t confer jurisdiction to the PSC.

91. In view of the above, FIFA did not have jurisdiction to hear the case.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Patrick Youmbi Noubissie on 22 October 2023 in the Arbitration CAS 2023/A/10079 *Mr Patrick Youmbi Noubissie v. Fédération Internationale de Football Association (FIFA) and Fédération camerounaise de Football (FECAFOOT)* is dismissed.
2. The Decision of FIFA's Player's Status Chamber passed on 27 September 2023 is upheld.
3. (...).
4. (...).
5. All other or further requests or motions for relief are dismissed.