



**TAS / CAS**

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

**Arbitration CAS 2024/A/10514 Sporting du Pays de Charleroi v. Fédération Internationale de Football Association (FIFA), award of 12 November 2024**

Panel: Mr Fabio Iudica (Italy), Sole Arbitrator

*Football*

*Transfer – Training compensation entitlement*

*Standing to sue/to be sued*

*Standing to be sued in the context of training compensation entitlement*

*Mandatory joinder of parties*

*Consequence of failing to call the right respondent to proceedings*

1. ***Légitimation active/passive*** derives from the mere fact of legally owning the right in dispute, i.e. a party has standing to sue or to be sued if a substantive right of its own is concerned by the claim.
2. The Electronic Player Passport (EPP) review process clearly involves the relationship between the player's training club and the new club with which the player was first registered as a professional after his transfer from the training club. This situation, would, in principle, trigger an entitlement to training compensation in accordance with the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP). In a claim for training compensation entitlement by the training club against the new club, it is undeniable that the new club has an interest in relation to the subject matter of the present dispute, as it may be liable for the relevant payment. Consequently, the new club should be summoned in the proceedings in compliance with the right to be heard.
3. According to Article R48 of the CAS Code, the appellant has the responsibility to indicate in the statement of appeal *"the name and full address of the Respondent(s)"*. However, neither the FIFA Statutes nor any another FIFA regulations nor the CAS Code contain any specific provision regarding standing to be sued or mandatory joinder of parties. It is the appellant's responsibility to meet the necessary requirements of an appeal, in particular by identifying the appropriate respondent(s) already with the statement of appeal, and it is not possible to circumvent such obligation by requesting to join such party at a later stage. In fact, the CAS Code does not allow such a "correction/substitution" of a respondent, especially when the time limit to file the appeal has expired. In addition, any change in the identification of a respondent through joinder is not possible based on Article R56 of the CAS Code.
4. Under Swiss Law, issues relating to standing to be sued are generally considered a reason to reject an appeal on the merits. Therefore, if the prayers for relief, whatever the decision of the CAS panel may be, will affect the rights of a third party that has not been named as respondent in the proceedings before the CAS, there is no scope of review for the CAS panel and the appeal must be dismissed.

## **I. INTRODUCTION**

1. This appeal is brought by Sporting du Pays de Charleroi against the Determination of the FIFA General Secretariat on the Electronic Player Passport 29610 for the Player A. issued on 4 April 2024 (the “Appealed Decision”) in connection with the generation of the Electronic Player Passport (“EPP”) following the first registration of the Player as a professional with A.S. Monaco.

## **II. PARTIES**

2. Sporting Pays du Charleroi (“Charleroi” or the “Appellant”) is a professional football club based in Charleroi, Belgium, competing in the first division of the Belgian championship and affiliated with the Royal Belgian FA which, in turn, is affiliated with Fédération Internationale de Football Association (FIFA).
3. FIFA (the “Respondent”) is an association under Swiss law, with its headquarters in Zurich, Switzerland. It is the governing body of football worldwide.
4. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

## **III. FACTUAL BACKGROUND AND THE FIFA PROCEEDINGS**

5. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions on the file and relevant documentation produced in this appeal. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. 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 this award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 25 August 2023, the Belgian player A., born [in] 2007 (the “Player”), transferred from Charleroi to the French club A.S. Monaco FC as a free agent, this being the first registration of the Player as a professional.
7. On the same day and as a consequence of the Player’s transfer, a training rewards trigger was identified in relation to the Player’s registration with the A.S. Monaco F.C. in accordance with Articles 20 and 21 of the FIFA Regulations on the Status and Transfer of Players (the “RSTP”), consisting in the first registration of the Player as a professional before the end of the calendar year of his 23<sup>rd</sup> birthday. Therefore, an EPP was duly generated in the FIFA Transfer Matching System (the “TMS”) in accordance with Art. 8.1 of the FIFA Clearing House Regulations (“the FIFA CHR”).
8. In accordance with Art. 9 of the FIFA CHR, the EPP review process took place with the participation of the member associations concerned, as well as the Appellant and A.S. Monaco F.C.

9. During the EPP review process, the participating member associations provided all relevant registration information of the Player according to which it was acknowledged that the Player had always been registered as an amateur with the Appellant since his 12<sup>th</sup> birthday. Moreover, it was also undisputed that the Player transferred to A.S. Monaco F.C. as an out of contract player and registered with the latter for the first time as a professional before the end of the calendar year of his 23<sup>rd</sup> birthday.
10. In order to meet the requirement of Art. 6 of Annex 4 to the FIFA RSTP for the entitlement to training compensation in the case of players moving within the territory of the EU/EEA (which is applicable to the present case), the Appellant submitted a signed contract offer to the legal representative of the Player dated 17 May 2023 and an undated proof of delivery that appeared to be signed by the legal representative of the Player.
11. In turn, A.S. Monaco F.C. submitted its position with respect to the documentation filed by Charleroi, arguing that the Appellant was not entitled to training compensation, failing any proof that a contract offer had been duly notified in accordance with the provisions of the FIFA RSTP.
12. In the course of the review process, the matter was referred to the Single Judge of the FIFA Dispute Resolution Chamber (the “DRC”), in accordance with Art. 10.3 of the FIFA CHR, for consideration on the EPP with respect to the distribution of training rewards in relation to the Player’s registration with A.S. Monaco F.C. as a professional.
13. Based on the information and documentation collected by the General Secretariat during the EPP review process, the Single Judge noted that Charleroi would, in principle, be entitled to training compensation in accordance with Annex 4 to the FIFA RSTP, in connection with the Player’s first registration as a professional with A.S. Monaco F.C.
14. In addition, the Single Judge also considered that the Player moved between clubs that are based inside the territory of the EU and that Art. 6 of Annex 4 to the FIFA RSTP foresees special provisions for players moving from one association to another inside the territory of the UE/EEA. In this context, the Single Judge recalled that, according to the jurisprudence of the FIFA DRC and CAS on the applicability of Art. 6.3 of Annex 4 to the FIFA RSTP, there is no precise deadline within which the former club must offer such player a contract in order to be entitled to training compensation in case where the player was an amateur with the former club: *“when the former club is a professional club and the player was always registered under amateur status, then the former club has to justify its entitlement to training compensation by way of a contract offer to the player that should have been made at any time during their registration relationship”*.
15. To this effect, the Single Judge noted that the alleged delivery confirmation of the contract offer submitted by the Appellant is not dated and deemed that, consequently, it was impossible to establish that the alleged contract offer to the Player, dated 17 May 2023, had been duly notified to the Player or to his legal representative on or before 30 June 2023 (i.e., the day upon which the registration of the Player with Charleroi expired).
16. As a consequence, the Single Judge concluded that the provisions of Art. 6.3 of Annex 4 to the FIFA RSTP were not met. Moreover, taking into account that Charleroi had not otherwise

demonstrated a genuine interest in retaining the services of the Player, in his decision of 3 April 2024, the Single Judge concluded that Charleroi was not entitled to any training compensation in connection with the Player's first registration as a professional with A.S. Monaco F.C.

17. On 4 April 2024, in accordance with Art. 10.5 of the FIFA CHR, the parties to the review process were notified of the Determination of the FIFA General Secretariat on EPP 29610 based on the decision of the Single Judge of the FIFA DRC, whereby the General Secretariat decided that Charleroi is not entitled to training compensation in connection with the Player's registration with A.S. Monaco F.C. (the "Appealed Decision").

#### IV. THE APPEALED DECISION

18. The operative part of the Appealed Decision reads as follows:

*"In consideration of the above and in accordance with the FCHR and annexes 4 and 5 to the RSTP, the FIFA general secretariat has determined the entitlement of clubs to training rewards for the above trigger as follows.*

*No club is entitled to training compensation.*

*All the above determinations and decisions are reflected in the EPP in question and/or will be considered in the generation of any Allocation Statement from this EPP for the calculation and distribution of training rewards in accordance with article 13 of the FCHR.*

*Pursuant to article 57 paragraph 1 of the FIFA Statutes and in accordance with article 10 of the FCHR, this decision may be appealed before the Court of Arbitration for Sport within 21 days of notification. The final EPP will remain available in TMS".*

#### V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 10 April 2024, the Appellant filed its Statement of Appeal with the Court of Arbitration for Sport (the "CAS") against FIFA with respect to the Appealed Decision, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration, 2023 edition (the "CAS Code"). The Appellant requested that the present matter be submitted to a sole arbitrator and chose French as the language of the arbitration.
20. On 15 April 2024, the CAS Court Office granted the Appellant a deadline until 25 April 2024 to complete its Statement of Appeal in order to fulfil the requirements of Article R48 of the CAS Code by submitting the following information:
  - The name and full address of the respondent or the respondents;
  - The Appellant's requests for relief.
21. On 17 April 2024, the Appellant provided the requested information. In particular, the Appellant confirmed that *"l'intimé est: Fédération Internationale de Football Association"* and added that A.S. Monaco F.C. was the *"club concerné pour le paiement de l'indemnité"*.

22. On 18 April 2024, the CAS Court Office notified A.S. Monaco F.C. of the Appellant's Statement of Appeal, and informed the latter that, although it had not been named as a respondent in the present procedure, it could participate as a party to the arbitration by submitting an application to this effect, in accordance with Art. R41.3 of the CAS Code.
23. A.S. Monaco F.C. did not file any application for the purpose of Article R41.3 of the CAS Code.
24. On 22 April 2024, FIFA informed the CAS Court Office that it did not agree that the present arbitration proceedings be conducted in French and that English should be the language of the arbitration, although FIFA would not object to the Parties being allowed to file correspondence and documentation in either English or French without translation. On the other hand, FIFA agreed with the appointment of a sole arbitrator in the present case.
25. On 24 April 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
26. On the same day, the Appellant informed the CAS Court Office that it objected to English as the language of the present arbitration procedure.
27. On 25 April 2024, the Deputy President of the CAS Appeals Arbitration Division issued an Order on Language in which it was decided that the present proceedings would be conducted in English, while the Parties could still file correspondence, evidence and other written submissions in either English or French without translation, unless the sole arbitrator, once appointed, decided otherwise.
28. On the same day, the Respondent requested that the time limit to file its Answer be fixed once the advance of costs had been paid by the Appellant, in accordance with Article R55 para. 3 of the CAS Code.
29. On 21 May 2024, the CAS Court Office informed the Parties that the Appellant had paid the advance of costs in the present proceedings and accordingly fixed a new deadline for the Respondent to file its Answer.
30. On 5 June 2024, the Respondent requested a 10-day extension, until 20 June 2024, of the time limit to file its Answer, which was granted on the same day.
31. According to Article R55 of the CAS Code, the Respondent filed its Answer on 18 June 2024.
32. On 26 June 2024, the CAS Court Office informed the Parties that Mr Fabio Iudica, attorney-at-law in Milan, Italy, had been appointed as the Sole Arbitrator in the present matter.
33. On 4 July 2024, on behalf of the Sole Arbitrator, the CAS Court Office invited the Appellant to file its position, by 15 July 2024, with regard to the issue raised by the Respondent in its Answer, in relation to the fact that A.S. Monaco F.C. had not been summoned as a Respondent in the present procedure.

34. On 12 July 2024, the Appellant filed its position on the issue of standing to be sued of A.S. Monaco F.C.
35. On the same day, the CAS Court Office invited the Respondent to file its comments on the Appellant's submissions, by 25 July 2024.
36. On 20 July 2024, the Respondent file its comments on the Appellant's position with regard to the issue of standing to be sued of A.S. Monaco F.C.
37. On 5 August 2024, the CAS Court Office forwarded the Order of Procedure to the Parties, informing them that after consultation with them, the Sole Arbitrator had decided to issue an award in the present matter based solely on the Parties' written submissions.
38. The Order of Procedure was returned in duly signed copy on the same day by the Appellant and on 7 August 2024 by the Respondent.

## **VI. SUBMISSIONS OF THE PARTIES**

39. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not comprise each and every contention advanced by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in this summary. The Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

### **A. The Appellant's Submissions and Requests for Relief**

40. The Appellant's submissions in its Statement of Appeal and in its Appeal Brief, may be summarized as follows.
41. The Appellant is entitled to training compensation in connection with the Player's first registration as a professional with A.S. Monaco F.C. In fact, it is undisputed that the Player, born on 15 August 2007, had been registered with Charleroi as from 1<sup>st</sup> January 2019 as an amateur, and achieved his training and education period at Charleroi from the age of 12 until his transfer to A.S. Monaco F.C. on 25 august 2023, i.e. before the end of the calendar year of his 23<sup>rd</sup> birthday.
42. Therefore, the Appellant is entitled to training compensation for the entire training period of the Player, in accordance with the FIFA RSTP. Although A.S. Monaco F.C. is aware of the Appellant's entitlement to training compensation, it has tried to escape its obligation.
43. With regard to the FIFA special provisions applicable within the EU/EEA territory, it is also demonstrated that the Appellant had sent a written proposal to the Player, dated 17 May 2023, to offer him a professional contract, and that the relevant correspondence was sent by registered mail and was duly received by the Player and his family, but, unfortunately, the Appellant realized later that the acknowledgement of receipt was not dated. In any event, the postal stamp

confirms that such offer was addressed to the Player and his family before 30 June 2023, i.e. before the date on which the Player's registration with the Appellant was terminated, which is in accordance with the applicable regulations.

44. In addition, there are many circumstances proving that, beyond the contract offer, the Appellant had a clear interest in retaining the Player's services, such as the Player's history as an amateur within the Appellant, the high Player's potential, the fact that the Player's father was also part of Charleroi, as a coach.
45. In conclusion, in its requests for relief, the Appellant requested the CAS to be awarded the amount of EUR 77,200 as training compensation payable to the Appellant with respect to the Player's first registration as a professional with A.S. Monaco F.C., calculated on the basis of the criteria set forth by the applicable FIFA regulations:

*"Suite à tous ces éléments incontestables, nous invitons par conséquent le TAS à réformer la 'decision of the single judge of the Dispute resolution Chamber of 3 april 2024 – annexe to EPP -29610' de ne pas nous accorder d'indemnité de formation dans ce dossier [A.] qui selon nos calculs basés sur le FIFA Calculator s'élève à minimum 77.200€ hors intérêts".*

## **B. The Respondent's Submissions and Requests for Relief**

46. The position of the Respondent is set forth in its Answer and can be summarized as follows.
47. On a preliminary basis, and before addressing the merits of the case, FIFA objected that the Appellant has committed a fatal procedural error by not calling A.S. Monaco F.C. as a respondent in the present arbitration proceedings, *"when, in fact, the latter has a direct, legitimate and financial interest in the outcome of the present arbitration (as the Appellant is requesting that Monaco be ordered to pay training compensation to it)"*.
48. According to FIFA, such failure constitutes a violation of *"passive mandatory litisconsortium"* (passive mandatory joinder) which should lead the CAS to reject the present appeal without the need to assess the substantive merits of the case any further. In fact, any third party that is likely to be affected by the outcome of the arbitration proceedings should have been summoned by the Appellant as a respondent, otherwise the appeal lacks the condition of standing to be sued.
49. FIFA argues that the Appellant's requests for relief not only affect FIFA, which has an interest in the respect of the EPP process, in the strict application of the FIFA RSTP and the FIFA CHR, but they also directly affect A.S. Monaco F.C. to a financial extent, as the alleged debtor of the amounts requested by the Appellant.
50. The fact that A.S. Monaco F.C. was informed of the present appeal and given the possibility to become a party to this arbitration (which has not occurred) does not compensate for the Appellant's failure to identify A.S. Monaco F.C. as a proper respondent in the procedure when filing the present appeal. *"As confirmed by ample CAS jurisprudence on the matter, the responsibility of summoning the correct respondent always falls upon the appellant in a given procedure, who shall bear the consequences of not having properly configured the dispute"*. In fact, there is no mechanism within the CAS Code to compel A.S. Monaco F.C. to participate in the arbitration proceedings.

51. FIFA relied on several CAS awards to support its procedural objection relating to the issue of passive mandatory joinder, and, in particular, with regard to the appellant's responsibility to name the correct respondent in a procedure (CAS 2008/O/1808; CAS 2013/A/3228; TAS 2022/A/9238; TAS 2017/A/5131).
52. As a consequence, the Sole Arbitrator cannot grant any of the Appellant's requests without having heard A.S. Monaco F.C. which would be affected as the party allegedly responsible for the payment of the training compensation claimed by the Appellant.
53. With regard to the merits of the present case, and on a subsidiary basis, FIFA argued that, although it would have been extremely easy for the Appellant to demonstrate the date of delivery of the contract offer at the Player's address, even the new documentation submitted by the Appellant in the present appeal cannot prove that the Player had duly received the relevant contract offer in accordance with the requirements of the applicable regulations, despite the fact that the Appellant allegedly sent this document by certified mail.
54. Furthermore, there is no proof that Charleroi met the Player or that the alleged meetings with the Player were aimed at retaining the Player's services.
55. In addition, Charleroi did not demonstrate that B., to whom the contract offer was also apparently addressed, was the Player's legal representative as maintained by the Appellant.
56. In its Answer, the Respondent submitted the following requests for relief:

*“(a) rejecting the requests for relief sought by the Appellant;*

*(b) confirming the Appealed Decision;*

*(c) ordering the Appellant to bear the full costs of these arbitration proceedings”.*

**C. The position of the Parties on the issue of the mandatory joinder regarding A.S. Monaco F.C. and the consequences of the Appellant's failure to name A.S. Monaco as a respondent**

57. Upon request of the Sole Arbitrator, after the filing of the Appeal Brief and the Answer, the Parties further submitted their position with regard to the issue raised by FIFA in its Answer in relation to the fact that A.S. Monaco FC had not been summoned as a respondent in the present procedure.
58. The following is a summary of their submissions which were respectively filed on 12 July 2024 by the Appellant and on 20 July 2024 by the Respondent.
59. The Appellant confirmed the indication of A.S. Monaco F.C. as the club responsible for the payment of the training compensation claimed (*“Club concerné pour le paiement de l'indemnité”*) and not as a real co-respondent in the present proceedings. In fact, the Appellant maintains that *“Following various FIFA regulations and the CAS Regulations it shows that FIFA was the logical respondent against which the decision should be filed”*. According to the Appellant, there is no provision within

the CAS Code imposing on the latter to sue “*any indirectly involved party*”; on the other hand, it does not oppose the possible intervention of A.S. Monaco F.C. based on Article R41.2 of the CAS Code, or on the basis of Swiss legal principles. Finally, in the event that the Sole Arbitrator decides that CAS cannot order any remedy affecting A.S. Monaco F.C. as a result of the latter not being a respondent in the present proceedings, the Appellant requested that the case be referred back to FIFA for a new decision.

60. In its response to the Appellant’s submission, FIFA insisted that the Appellant is solely responsible for properly summoning the respondent/s in a CAS appeal proceedings and that the fact that A.S. Monaco F.C. was notified of the present appeal does not remedy its failure to include A.S. Monaco F.C. as a proper respondent when submitting the appeal, especially considered that the latter decided not to intervene. FIFA argued that according to CAS doctrine, it is the burden of the appellant in a proceeding to name the right respondent in the statement of appeal if it wishes the latter to participate and that it is not possible to circumvent such obligation by requesting to join such party at a later stage. Neither the CAS Code provide for a mechanism that would allow for a third party to be compelled to join. In addition, the Respondent recalled that according to CAS jurisprudence, the issue of lack of standing to be sued in a CAS appeal proceedings renders the appeal without merit, resulting in the dismissal of the appeal.

## VII. JURISDICTION

61. 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”.*

62. The Appellant relied on Article 57 of the FIFA Statutes [Article 50(1) of the FIFA Statutes May 2024 edition] as conferring jurisdiction to the CAS.
63. The Sole Arbitrator notes that it is undisputed that the Appealed Decision is a final decision taken by FIFA within the meaning of Article 50(1) of the FIFA Statutes.
64. The Respondent did not dispute that CAS has jurisdiction in the present case.
65. The jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure by both Parties.
66. Accordingly, the Sole Arbitrator is satisfied that CAS has jurisdiction to hear the present case.

## VIII. ADMISSIBILITY OF THE APPEAL

67. Article R49 of the CAS Code provides the following:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”.*

68. According to Article 50(1) of the FIFA Statutes, the time limit to file an appeal to CAS shall be 21 days of receipt of the decision in question.
69. The Sole Arbitrator notes that the Appealed Decision was rendered on 4 April 2024 and notified to the Appellant on the same day. Considering that the Appellant filed its Statement of Appeal on 10 April 2024, *i.e.* within the deadline of 21 days set in the FIFA Statutes, the Sole Arbitrator is satisfied that the present appeal was filed in timely manner.
70. The admissibility of the appeal is not disputed by the Respondent.
71. Accordingly, the Sole Arbitrator is satisfied that the appeal is admissible.

#### **IX. APPLICABLE LAW**

72. Article R58 of the CAS Code provides the following:

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

73. As to the applicable law, the Parties refer to FIFA regulations, and particularly to the FIFA RSTP and FIFA CHR and additionally, Swiss law.
74. In consideration of the above and pursuant to Article R58 of the CAS Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA regulations, with Swiss law applying subsidiarily.

#### **X. LEGAL ANALYSIS**

75. The present appeal was filed by Charleroi against the decision issued by the FIFA General Secretariat within the review process of the Player’s EPP which was generated in the context of the Player’s first registration as a professional with A.S. Monaco F.C. following his (international) transfer from Charleroi, in accordance with the FIFA CHR.
76. The core of the dispute concerns the entitlement to training compensation claimed by the Appellant in connection with the Player’s transfer and first registration as a professional with A.S. Monaco F.C., pursuant to Art. 20 and Annex 4 to the FIFA RSTP. In its prayers for relief, the Appellant requested CAS to amend the Appealed Decision as long as it has rejected the Appellant’s request to be granted training compensation in relation to the Player’s first registration as a professional with A.S. Monaco F.C.

## **XI. THE ABSENCE OF A.S. MONACO F.C. AS A RESPONDENT**

77. First, the Sole Arbitrator notes that in the present case there is a preliminary issue to be resolved, concerning the identification of the proper respondent/s by the Appellant.
78. The appeal was directed against FIFA only and not against A.S. Monaco F.C. which, on the contrary, was a party to the EPP review process before the FIFA General Secretariat. In fact, the Sole Arbitrator recalls that, in the Statement of Appeal (the completed version filed by the Appellant on 17 April 2024 upon request of the CAS Court Office), the Appellant named FIFA as the only respondent (*"l'intimé"*) in the present proceedings, while A.S. Monaco F.C. was indicated as the club responsible for payment of the relevant training compensation (*"le club concerné pour le payement de l'indemnité"*).
79. Such position was also expressly confirmed and clarified by the Appellant in its further authorized submissions filed on 12 July 2024 on the issue of standing to be sued of A.S. Monaco F.C. on request of the Sole Arbitrator. It is therefore undisputed that the Appellant did not deliberately summon A.S. Monaco F.C. because it considered FIFA to be the proper and only respondent in the present proceedings.
80. The Sole Arbitrator notes that FIFA, in its Answer, submitted that the Appellant has committed a fatal procedural mistake by failing to include A.S. Monaco F.C. as a respondent in the Statement of Appeal and that, in light of the fact that A.S. Monaco F.C. has not even decided to intervene in the proceedings pursuant to Article R41.3 of the CAS Code, the appeal would be without merit according to CAS case law.
81. Therefore, in order to decide the present case, the Sole Arbitrator will primarily address the question of whether the failure to summon A.S. Monaco F.C. in the present proceedings as a co-respondent violated a mandatory joinder of parties and should therefore lead the Sole Arbitrator to dismiss the appeal, as maintained by the Respondent.
82. With regard to the objection that A.S. Monaco F.C. should have been summoned with FIFA as a necessary party to this arbitration proceedings, the Sole Arbitrator considers the following.
83. First, it is recalled that according to Article R48 of the CAS Code, the Appellant has the responsibility to indicate in the statement of appeal *"the name and full address of the Respondent(s)"*. However, neither the FIFA Statutes nor any another FIFA regulations nor the CAS Code contain any specific provision regarding standing to be sued or mandatory joinder of parties.
84. Under Swiss law, the closest concept to standing to sue/be sued is so-called *"légitimation active/passive"* (*"Aktiv- und Passivlegitimation"*), which is characterized as a matter of substantive law (as opposed to procedural). *Légitimation active/passive* derives from the mere fact of legally owning the right in dispute, i.e. a party has standing to sue or to be sued if a substantive right of its own is concerned by the claim (CAS 2013/A/3278).
85. In CAS 2013/A/3372, the sole arbitrator referred to the jurisprudence of the Swiss Federal Tribunal, according to which the standing to sue or to be sued in civil proceedings pertains to

the substantive basis of the claim as it relates to the (active or passive) entitlement of the right claimed.

86. The Sole Arbitrator considers that the matter in dispute in the EPP review process clearly involved the relationship between Charleroi, as the Player's training club and A.S. Monaco F.C. as the new club with which the Player was first registered as a professional after his transfer from Charleroi. This situation, would, in principle, trigger an entitlement to training compensation in favour of the Appellant in accordance with the FIFA RSTP.
87. In fact, the review process before the FIFA General Secretariat and the subsequent assessment by the Single Judge of the DRC dealt with the issue whether A.S. Monaco F.C. was responsible for payment of the training compensation to Charleroi with respect to the Player's first registration with A.S. Monaco F.C. as a professional. This is undisputed by the Appellant, and it's confirmed by the participation in the EPP review process of both Charleroi and A.S. Monaco F.C., as well as the two national member associations of the two clubs.
88. Therefore, the Sole Arbitrator considers that it is undeniable that A.S. Monaco F.C. has an interest in relation to the subject matter of the present dispute, as the club that may be liable for the relevant payment, should the Sole Arbitrator find that the Appellant meets the requirements for entitlement to training compensation under the applicable FIFA regulations in relation with the Player's first registration as a professional with A.S. Monaco F.C.
89. In fact, although the requests for relief in the Appeal Brief are not specifically directed against A.S. Monaco F.C. as they generally aim at overturning the decision of the FIFA General Secretariat to deny the Appellant's entitlement to training compensation, it is clear that the consequences of the CAS decision to eventually grant the Appellant's requests for relief, would necessarily lead to adversely affect A.S. Monaco F.C. by establishing a payment obligation on the latter. As a consequence, the Sole Arbitrator considers that A.S. Monaco F.C. would have some stake in the present dispute and a legitimate interest in defending its case before the CAS (as it was before FIFA).
90. As a consequence, the Appellant's requests for relief, read together with the content of the Appeal Brief led the Sole Arbitrator to conclude that, whatever the decision on the merits could be, it would clearly affect the rights of A.S. Monaco F.C. which therefore should have been summoned in the proceedings in compliance with the right to be heard.
91. Besides, considering the specificity of the present case, the Sole Arbitrator deems that, in the present proceedings also FIFA has the capacity to be sued, according to Article 75 of the Swiss CC. In fact, in the opinion of the Sole Arbitrator, in the context of the EPP review process, FIFA did not merely act as a first-instance adjudicating body, as in an ordinary "horizontal dispute" between its indirect members but also exercised, (through the Clearing House), an administrative function in the process of assessment, allocation and distribution of training rewards within the context of players transfer, which is regulated by the FIFA CHR. Such administrative function, having an impact on the rights and obligations of its members in the sense of Article 75 of the Swiss CC finally results in FIFA also having capacity to be sued in the present proceedings (see CAS 2015/A/3999).

92. In conclusion, the Sole Arbitrator holds that, in the present matter there is an issue of passive mandatory *litisconsortium* as A.S. Monaco F.C. should have been named as a necessary co-respondent by the Appellant.
93. In this respect, the Sole Arbitrator also points out that, according to CAS doctrine, it is the appellant's responsibility to meet the necessary requirements of an appeal, in particular by identifying the appropriate respondent(s) already with the statement of appeal, based on Article R48 of the CAS Code and it is not possible to circumvent such obligation by requesting to join such party at a later stage. In fact, the CAS Code does not allow such a "correction/substitution" of a respondent, especially when the time limit to file the appeal has expired. In addition, any change in the identification of a respondent through joinder is not possible based on Article R56 of the CAS Code (MAVROMATI/REEB, CAS Code Commentary page 292-293, para. 82).
94. Furthermore, Article R41.2 of the CAS Code on which the Appellant relied in its submissions of 12 July 2024 in order to allow A.S. Monaco F.C. to participate in the proceedings only applies to cases where a respondent intend to cause a third party to intervene, which is not the case here, since FIFA did not request such a joinder.
95. Finally, A.S. Monaco F.C. has decided not to acquire the status of a party to the proceedings although it had the possibility to intervene through a specific request in accordance with Article R41.3 after having been informed of the appeal by the CAS Court Office.
96. By failing to name A.S. Monaco F.C. as a respondent, the Appellant deprived the latter of its right to be heard, namely its right to state its defense, adduce evidence and make submissions in a matter that undoubtedly affects the latter's legal interests. The Sole Arbitrator is therefore not in the position to adjudicate the present matter in the absence of A.S. Monaco F.C. because the rights and interests of the latter would be otherwise impaired.
97. The Appellant has to face the consequences of its failure to name A.S. Monaco F.C. as a respondent in these proceedings.
98. In this respect, the Sole Arbitrator recalls that under Swiss Law, issues relating to standing to be sued are generally considered a reason to reject an appeal on the merits (see Swiss Federal Tribunal, ATF 126 III 59, para. 1a. p. 63; CAS 2022/A/9134; CAS 2017/A/5359; CAS 2017/A/5227; CAS 2012/A/3032; CAS 2013/A/3372).
99. According to the opinion of the panel in CAS 2013/A/3228, which was relied on by another panel in CAS 2022/A/8923, *"If the prayers for relief, whatever the decision of the CAS panel may be, will affect the rights of a third party that has not been named as respondent in the proceedings before the CAS, there is no scope of review for the CAS panel and the appeal must be dismissed"*.
100. Since the Appellant failed to direct the present appeal also against A.S. Monaco F.C. as the party having standing to be sued in addition to FIFA and without A.S. Monaco being a party to the present proceedings, the requests for relief sought by the Appellant cannot be granted and the appeal lodged by Charleroi must be dismissed from the outset.

101. All other and further motions or prayers for relief, including the subsidiary request for relief submitted by the Appellant with its authorized submission on 12 July 2024, are dismissed.

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Sporting du Pays de Charleroi on 10 April 2024 against the Fédération Internationale de Football Association with respect to the Determination passed by the FIFA General Secretariat on 4 April 2024 on EPP 29610 is dismissed.
2. The Determination of the FIFA General Secretariat on EPP 29610 issued on 4 April 2024 is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.