



Judicial Jurisdiction in Resolving Disputes Arising from Professional Sports Contracts

Ammar Jararweh¹, Yusuf Mohammed Gassim Obeidat^{2*}

^{1,2} Faculty of Law, Yarmouk University, Irbid, Irbid Governorate, 21163, Jordan

*Corresponding Author: yusuf@yu.edu.jo

Article	Abstract
<p>Keywords: Jurisdiction; FIFA; CAS; Sports Contract; Dispute Resolution.</p> <p>Article History Received: Jan 13, 2026; Reviewed: Jan 26, 2026; Accepted: Apr 19, 2026; Published: Apr 19, 2026.</p>	<p><i>This study addresses and eliminates manifestations of injustice in professional sports contracts by examining the judicial jurisdiction for resolving disputes arising from professional sports contract. The sports contract governs the legal relationship between a professional football player and a sports club. Like other contractual relationships, it is susceptible to disputes, both during implementation and after termination. The resolution of such disputes is typically handled by the legal committees affiliated with both national and international sports federations. Non-compliance by players and clubs entails disciplinary sanctions. This has created a competitive situation between the sports bodies responsible for resolving sports contract disputes and the jurisdiction of national courts. Therefore, this study aims to examine the judicial jurisdiction of legal committees of national and international sports associations, and to evaluate the extent of ordinary national courts' jurisdiction over disputes arising from professional football contracts. The study concludes that it is essential to attain a balance between the independence of sports bodies in resolving contractual sports disputes and the legal rights of individuals under their national laws.</i></p>



Copyright ©2026 by Author(s); This work is licensed under a Creative Commons Attribution-ShareAlike 4.0 International License. All writings published in this journal are personal views of the authors and do not represent the views of this journal and the author's affiliated institutions.

INTRODUCTION

A professional sports contract is a legally binding agreement that defines the rights and obligations of the football club and its players. The contract serves as the binding law governing their relationship. However, disputes or a breach of contract commonly arise during its performance (Obeidat, 2016).

The nature of sporting activity requires an immediate resolution to address the disputes concerned. In many cases, an unresolved dispute may seriously jeopardise, or even end, a player's professional career unless it is handled promptly. This highlights

the importance of clearly identifying the competent authority to hear such disputes. Judicial jurisdiction, in this case, plays a central role in defining the powers exercised by adjudicative bodies. It is one of the most precise and significant aspects of legal organisation, as it determines the authority and responsibilities of each legal body.

With the spread of professionalisation in football and the growing interest of states in establishing specialised legislative frameworks to regulate professional football contracts, many jurisdictions have created independent judicial bodies dedicated to resolving disputes arising from such contracts. By contrast, other jurisdictions have expressly prohibited recourse to ordinary courts in such disputes, thereby making judicial jurisdiction in sports disputes remain unsettled and contested.

Previous studies have examined professional sports contracts from different perspectives. (AlOdwan, 2012), for example, examined the adequacy of general legal rules for regulating professional sports contracts under Jordanian law within a comparative framework. That study analysed the legislative regulation of professional sports contracts in Jordan, clarified the special legal rules governing them, and sought to determine their proper legal characterisation. Manmani and Barakat (Manamani & Barakat, 2019), by contrast, examined the legal implications of professional football contracts in a comparative study. Their analysis focused on the obligations of football players, the legal nature of the professional player's obligation to perform, and the duties of football clubs.

At the international level, Chui examined the credibility of the Court of Arbitration for Sport (hereinafter, CAS) (Goh & Anderson, 2022). The study focused on criticism directed at CAS, particularly concerning its alleged lack of independence and impartiality, the compulsory nature of its jurisdiction based on mandatory consent, and the questionable contractual legitimacy of that jurisdiction. It sought to evaluate these criticisms by comparing CAS practice with that of ordinary courts and conventional commercial arbitral institutions.

Although previous studies have addressed certain aspects of professional sports contracts, the present study is of particular significance given the widespread use of professional football contracts, especially following the Jordan Football Association's adoption of the professionalisation system. Its importance may be summarised as follows: it examines the judicial jurisdiction of legal committees within national and international sports associations, and evaluates the extent to which ordinary national courts may exercise jurisdiction over professional football contract-related disputes.

This study also examined the increasing number of disputes arising from professional sports contracts. Contracting parties are often prevented from resorting to national courts to claim their contractual rights, as reflected in the rules of sports associations. At the same time, constitutional rules guarantee every individual the right to seek legal protection from the courts. Therefore, it is necessary to examine whether such disputes should be resolved by national courts or by sports bodies, in this case

CAS (Ghorbani Asiabar et al., 2025; Lindholm, 2021). This study seeks to contribute to fairness, protect the rights of the contracting parties-both players and football clubs-promote legal certainty, and reduce conflicts between national legal rules and FIFA regulations.

Departing from the above problem, this research aims primarily to investigate the extent to which FIFA-mandated exclusive sports jurisdiction can be reconciled with constitutional guarantees of access to national courts under Jordanian law. This question also raises two sub-questions: What limits should national courts impose on the disciplinary autonomy of sports federations? And is CAS, as one of the bodies operating within the FIFA framework, sufficiently independent?

Based on the above research questions, this study seeks to examine whether ordinary national courts have authority to adjudicate disputes arising from professional football contracts, or whether exclusive jurisdiction lies with the specialised committees of sports federations and sports arbitral bodies. It also addresses the problem of jurisdictional conflict between ordinary national courts, the judicial bodies of sports associations, and sports arbitral tribunals.

METHODS

This study adopts a doctrinal legal approach to analyse judicial jurisdiction over disputes arising from professional sports contracts and the validity of restrictions on a football player's access to ordinary national courts. The doctrinal analysis examines the relevant provisions of several legal instruments. These include the Jordanian Constitution (1952), the Jordanian Civil Code No. 43 of 1976, the Disciplinary Regulations of the Jordan Football Association, the Statutes of the Jordan Football Association, the FIFA Statutes, the Jordanian Regulations on the Status and Transfer of Football Players, and the FIFA Regulations on the Status and Transfer of Players.

The study also adopts a comparative perspective when necessary and useful. In this regard, it considers the position of the Malaysian Sports Development Act and the Saudi legal framework governing the Saudi Sport Arbitration Center. In addition, the study examines the significance of Jordanian judicial decisions and the jurisprudence of CAS concerning professional sports contracts.

The study relies on primary legal sources, including FIFA regulations, national sports bylaws, the Jordanian Constitution, relevant case law, and comparative legislation. Secondary legal sources were also used, including journal articles and textbooks on the professional sports contract. The data were collected by analysing relevant legal instruments and standard contracts, supported by an extensive review of scholarly literature in academic databases.

Through this methodological framework, the study seeks to assess the adequacy of the existing legal position on the subject and to propose a new perspective to ensure compliance with constitutional principles and enhance justice in resolving sports disputes.

RESULTS AND DISCUSSION

To address the problems investigated, the analysis is divided into four sections. The first section examines the right of access to justice and *lex sportiva*; the second addresses the jurisdiction of sports federations to resolve such disputes; the third examines the jurisdiction of national courts in such disputes; and the fourth discusses selected issues arising from the analysis.

Right of Access to Justice and *Lex Sportiva*

Every individual has the right to obtain judicial protection for their rights by bringing a claim before a court. Access to justice is a fundamental right guaranteed by the Constitution. It enables any person claiming a right, whether personal or proprietary, to resort to the competent courts in order to defend their interests and obtain a just trial. There is broad agreement that the right to litigate is natural and inherent in every individual. Those whose rights have been violated are entitled to seek judicial redress to remove the consequences and recover those rights from the wrongdoer (Fikfak, 2020; Fodeh, 2015; Griffin et al., 2025; Loibl, 2021).

The Universal Declaration of Human Rights in Islam states that human rights in Islam are not granted by a king or president, nor are they the product of a resolution adopted by a domestic authority or an international organisation. Rather, they are obligatory rights, as they are granted by God. They may not be abolished or suspended, nor may they be infringed or waived. Among the foremost of these rights is the individual's right to a fair trial.

Moreover, both the Universal Declaration of Human Rights-adopted by the United Nations General Assembly in 1948-and the International Covenant on Civil and Political Rights-adopted on 16 December 1966-guarantee the right of access to justice.

Accordingly, human rights are inherent and derive from natural law; they may neither be diminished nor violated. Thus, the right to litigate is a fundamental and indispensable right, thereby necessitating its protection to guarantee freedom and prevent violations (M A Hamad et al., 2022; Mavronicola, 2024; Nampewo et al., 2022). No state may be described as democratic unless it guarantees access to justice, given the central role this right plays in reassuring individuals that their rights are protected and in reducing feelings of injustice (Fodeh, 2015; Taha & Obeidat, 2020).

The right of access to justice is one of the fundamental rights in any state governed by the rule of law. For that reason, international instruments and national constitutions, despite their differences, have been keen to include it among the rights and freedoms guaranteed to individuals (Nurvianti & Cahyani, 2023). Recognition of this right is no longer open to serious debate, whether in states that expressly guarantee it in their constitutions or in those that do not. This is due to its close connection with

judicial independence and its role as a foundational pillar of every judicial system known in legal history (Al-Shafi, 2012).

By contrast, in disputes arising from professional sports contracts, access to justice is affected by the compulsory recourse to sports dispute-resolution mechanisms under FIFA regulations, including the obligation to refer disputes to CAS. Therefore, some view this system as a restriction on the individual's right to litigate.

By the 1990s, sports organisations had already developed a comprehensive body of rules intended to govern sporting activity worldwide. Divergences among national legal systems, however, created significant difficulties. In particular, CAS, established in 1984 by the International Olympic Committee to resolve disputes, directly or indirectly, related to sport, was unable to apply *lex sportiva* effectively by relying on any single national law, since domestic legal systems generally do not incorporate it. Even so, CAS exercised exclusive jurisdiction over sports disputes and developed a system of sanctions and binding decisions that was comparable in effectiveness to those of national and supranational legal orders (Serra, 2020).

It should also be noted that CAS does not independently create the rules governing sporting events. Its function is instead to apply and enforce the regulations adopted by the IOC and other sports governing bodies, especially when disputes are brought before it on appeal. Although CAS has been criticised, the 2019 CAS reform, particularly regarding the implementation of the World Anti-Doping Code, represented a step toward greater fairness and integrity in sport. CAS continues to play a central role in international sport, in resolving disputes arising in professional sports, and in the development of *lex sportiva* (Gashi, 2025).

Finally, although the creation of an international convention and a public international sports law is recommended to legitimise *lex sportiva* and establish a uniform forum for sports dispute resolution, agreement among national authorities remains limited as to how a largely private sector such as sport should be regulated. Therefore, it may be more realistic to continue operating within the framework of private arbitration before CAS while progressively improving its procedures to strengthen a system that remains, in many respects, imperfect (Goh & Anderson, 2022). This study seeks to strike a balance between respect for access to justice as a fundamental guarantee and the demands of sports regulation, which require specialised and efficient dispute-resolution mechanisms.

The Jurisdiction of Sports Federations in Resolving Disputes Arising from Professional Football Contracts

The legislation of both domestic and external sports federations provides that disputes arising from professional football contracts should be solved before the relevant competent authorities of the national or international federation. These federations are considered adequately equipped to address the unique nature of the

sports activity, the relationships among its stakeholders, and the surrounding circumstances.

Unlike ordinary judicial procedures, which are often slow, sports federations can handle disputes quickly and with procedural flexibility, aligning with the urgent nature of professional football. In addition, the decision-making bodies retain powerful implementation instruments, which ensure the effective enforcement of their decisions. How are the disputes resolved? Are FIFA bodies, such as CAS, independent in practice? This section is divided into two main parts, each discussed in turn.

1. Dispute Resolution Bodies within Sports Federations

Disputes arising from professional football contracts can be resolved at two levels: the national federation (e.g., the Jordan Football Association), or FIFA as the international federation.

a. Dispute Resolution within the National Association

When a dispute arises between a player and a club associated with the same domestic federation, or regarding a domestic transmission or loan from one club to another, the issue must be brought before the proper domestic federation bodies to reach the appropriate decision (Abdullah, 2008). These include the Players' Status Committee, the National Dispute Resolution Chamber (NDRC) (if established), and the National Arbitration Panel.

The Players' Status Committee consists of a Chairperson, a Vice-Chairperson, and 1–3 members. Its task is to monitor compliance with the transmission legislation in accordance with the Regulations on the Status and Transfer of Players and the players' status in several federation competitions. The committee's decisions are subject to appeal before the Appeals Committee of the Jordan Football Association.

In Malaysia, laws governing the settlement of sports disputes do not permit recourse to any other body until internal dispute resolution mechanisms within the sports sector have been exhausted, as reflected in Article 23 of the Sports Development Act 1997. When a dispute remains unresolved in accordance with the internal procedures set out in section 23, it may be referred by any member of a sports body, or by the sports body itself, to the Sports Dispute Committee for decision (Article 24). This committee is called the National Sports Court in Malaysia.

The decision of the committee may be appealed to the minister responsible for sports within a certain period of time by any member of a sports body or a sports body aggrieved by the decision (Cisneros, 2020). The Minister may confirm, reverse, or vary the decision of the Sports Dispute Committee. The decision of the Minister under subsection (2) shall be final (article 24A).

In Jordan, the process for resolving disputes between the parties to sports professional contracts is somewhat different from that in other countries. The Players' Status Committee presently implements the task of the National Dispute Resolution Chamber, as no such chamber has been formally established. Similarly, a national

arbitration board has not yet been created. The Jordan Football Association's Disciplinary Committee also plays a role in enforcing sanctions when its decisions are ignored.

In contrast, the position in Saudi Arabia is more advanced, as it has adopted a more progressive approach, having established the Saudi Sport Arbitration Center under its statute. The centre, according to the statute, is considered the supreme and exclusive authority to decide sports and sports-related disputes via arbitration or mediation. Article 19 of the statute addresses the jurisdiction of the Ordinary Arbitration Chamber, designating it as the body to decide contractual sports or sports-related disputes, in which one party is a member of the sports ecosystem.

However, Article 20 of the statute establishes the Arbitration Appeals Chamber as the competent entity to decide appeals against any (appealable) final awards rendered by sports bodies. In addition, the Arbitration Appeals Chamber carries out its duties pursuant to the following: a. It shall decide appeals to final awards rendered by sports bodies upon exhausting all internal legal remedies; b. it shall decide appeals filed against the internal awards issued by sports bodies that are not subject to the methods of appeal provided for in the laws and regulations governing the operation of such bodies; 3. the period of appeal before SSAC shall be 21 days as of the date of notification of the parties to the dispute of the appealed award, unless a lesser period is stipulated by the laws and regulations of sports bodies, provided that said period be not less than 10 days.

By contrast, Jordan does not have a specialised sports arbitration centre for sports dispute resolution. Accordingly, this study calls upon the Jordanian legislator to consider and follow the approach adopted by the Saudi legislator via establishing a sports arbitration centre. This represents the preferred approach, particularly for enhancing access to justice, ensuring legal certainty, and providing an independent and specialised mechanism for resolving sports disputes at the national level. Establishing such a specialised centre provides advantages in flexibility and speed aligned with the demands of sports seasons. By following the Saudi approach, the Jordanian Legislator provides an excellent indication of how to eliminate one manifestation of unfairness in sports venues.

b. Dispute Resolution within the International Federation (FIFA)

The transition of sports from a mere hobby to a professional system has considerably complicated legal disputes arising from sports practices, especially when they involve foreign factors such as overseas players, external transfers, or participation in continental or international competitions. These cross-border disputes fall under the jurisdiction of FIFA, particularly when (Al-Ahmad & Youssef, 2015):

- 1) A foreign player is contracted by a club outside his home federation.

- 2) A transfer occurs between clubs affiliated with different national federations, through sales or loans, leading to conflicts arising from making such transactions (Barakat, 2019).
- 3) Disputes concern a request for an International Transfer Certificate or a breach of transfer agreements.

FIFA resolves such disputes through two key bodies: the FIFA Players' Status Committee and the FIFA Dispute Resolution Chamber. The FIFA Players' Status Committee is considered one of the standing committees composed of representatives from all national federations. It meets at least twice a year to resolve disputes between clubs from different countries (as per Article 23 of FIFA's Regulations on the Status and Transfer of Players). Examples of disputes include those caused by breaches of transfer or loan agreements and those concerning a request for an International Transfer Certificate (Kumar & Chanda, 2026; Łukomski, 2020).

The committee may act with the attendance of at least three members, including the chair/vice-chair, and decisions must be issued within 60 days of the reception of the request, or 30 days if decided by a Single Judge in certain cases, as per the above regulations.

The Single Judge of the FIFA Players' Status Committee accepted Wadi Degla's claim against Yeni Malatyaspor for overdue transfer payables regarding player Karim Hafez. The Respondent was ordered to pay EUR 150,000 plus 5% interest p.a., received a formal reprimand for repeated payment delays, and was assessed CHF 15,000 in procedural costs. Failure to comply within 45 days will result in a registration ban for up to three consecutive periods.

At the end, appeals against the committee's decisions can be filed before CAS. This issue will be examined in a subsequent section.

FIFA Dispute Resolution Chamber, on the other hand, has a balanced structure, consisting of 10 representatives of clubs, 10 representatives of players, and a president (or vice-president). This chamber is responsible for:

- 1) All disputes with a financial value of at least 200,000 Swiss francs.
- 2) All disputes related to training compensation, provided they do not involve substantial legal or factual issues or because the chamber has clear precedents.
- 3) All disputes related to solidarity contribution, provided they do not involve substantial legal or factual issues or because the chamber has clear precedents.

A Single Judge may handle simpler or lower-value cases (e.g., solidarity contribution or training compensation calculations). In this case, decisions must be issued within 60 days from the date the case is received, or 30 days for Single Judge rulings. These rulings are considered to be issued by a court of first instance; therefore, they can also be appealed to the court of sports arbitration.

In a particular case, the FIFA Dispute Resolution Chamber ruled that the player had validly terminated the contract on the grounds of the club's failure to pay outstanding dues. The decision ordered the club to settle the unpaid salaries, pay compensation for breach of contract, and 5% interest, with a registration ban to be imposed if the amounts remain unpaid.

It should be lastly noted that the Dispute Resolution Chamber or its single judge may refer any of the disputing parties to FIFA's Disciplinary Committee, which has the authority to impose any disciplinary sanction.

The statute of limitations for cases submitted to the chamber is two years from the date the dispute arises.

2. The Binding Nature of Decisions Issued by Sports Federation Committees

According to the basic system of the Jordan Football Association and Regulations on the Status and Transfer of International Football Players, parties to a professional football contract commit to waiving their right to resort to national courts and agree to solve disputes exclusively through federation bodies.

And decisions issued by national federation committees are binding and enforceable, though they are subject to appeal before the court of sports arbitration. Non-compliance may result in disciplinary sanctions.

According to FIFA statutes, all member associations are bound to file disputes with their legal committees and are prohibited from resorting to ordinary courts. However, all decisions are subject to appeal before CAS, and non-compliance may result in disciplinary sanctions. Decision No. (7567/2021) issued by the FIFA Disciplinary Committee (on 2/25/2021) stated the following: The Egyptian Zamalek Club and CAS did not implement the decision of CAS regarding the case filed by the player Gudni Bergson, so the Disciplinary Committee issued its decision to pay the amount that CAS ruled on within a period of (30) days from the date the club was notified of the decision, and in the event of non-payment, the club will be prevented from contracting, points will be deducted, or the club will be relegated to a lower division.

In other instances, CAS:

- a. upheld the FIFA DRC decision ordering the player to pay EUR 17,173,990 in compensation to Chelsea FC. The award was based on the player's breach of contract without just cause following a positive drug test, and it calculated damages using unamortised acquisition costs, including transfer fees and agent expenses.
- b. upheld the FIFA Disciplinary Committee's decision to impose a CHF 20,000 fine and a transfer ban on Raja Club Athletic for failing to comply with a previous award in favour of player Osaguona Ighodaro. The Sole Arbitrator dismissed the Appellant's arguments regarding proportionality, affirming the

legality of FIFA's disciplinary framework in ensuring the enforcement of final and binding decisions.

The Jurisdiction of National Courts in Resolving Disputes Arising from Professional Football Contracts

Under the Jordanian Constitution, the right to recourse to ordinary national courts is one of the constitutional rights guaranteed to all individuals. This right entitles individuals to resort to the various types and levels of ordinary courts to claim their legal rights. This is because it is one of the central pillars of the Jordanian legal system, and as such, should not be infringed, and the right of every person to recourse to the judiciary is one of the constitutional rights to realise justice (Thahir & Sunaryo, 2024), and no one may be deprived of this right. Departing from this, the two following issues will be addressed:

1. Criticism: Preventing the parties from resorting to the National Court.
2. The necessity of establishing a specialised judiciary for resolving sports disputes.

1. Criticism: Preventing the Parties from resorting to the National Court

A raised criticism of the current system for resolving disputes arising from professional sports contracts is that it restricts the ability of the contracting parties-the football club and the player-to bring their disputes before national courts.

It is well established that the ordinary judiciary is the prime course for resolving disputes between individuals in a community. The principal task of all levels of courts is to apply the legal rules and issue judgments in the disputes brought before them.

Although both the professional football player and the club have the legal right to resort to national courts, the International Federation of Football Associations (FIFA) has expressly prohibited such recourse unless specifically determined by its statute. FIFA also obligates all national federations to explicitly provide for similar prohibitions.

FIFA's Regulations on the Status and Transfer of Players, in article 22, authorises resort to national courts only in claims for compensation related to professional sport contracts (Obeidat, 2004). All other disputes arising from such contracts are strictly dealt with by FIFA's internal committees. The Jordan Football Association, in compliance with FIFA regulations, likewise prohibits the parties to a professional football contract from referring disputes to ordinary courts. Instead, such issues must be resolved by the relevant legal committees of the national federation, FIFA, or CAS. Non-compliance with this rule-by submitting disputes to civil, national courts-leads to disciplinary sanctions.

Moreover, the directives of FIFA require national associations to impose a ban on recourse to the ordinary judiciary. However, it is important to note that the foundation of FIFA cannot be considered to result from an international agreement between sports federations that established it; rather, it is registered as a private

association with the commercial register in accordance with Articles 60 and following of Swiss Civil Law. Accordingly, its statutes and regulations do not hold supremacy over national laws or constitutions. Therefore, FIFA's regulations cannot override internal constitutions and laws. A club or professional player cannot be legally deprived of the right to submit their claims before national courts solely on the basis of internal federation rules, because these regulations do not constitute binding national legislation or an international agreement.

However, in practice, both players and clubs are often contractually deprived of their right to resort to ordinary courts under the federation's player status regulations, as they are obligated to submit disputes to federation committees or national and international arbitration bodies, such as CAS (Kingsley, 2026).

The parties do not provide real consent to bring their disputes within the jurisdiction of CAS, given CAS's compulsory nature. In practice, parties are required to accept CAS proceedings and, consequently, to waive the jurisdiction of their domestic courts, rather than doing so through free and voluntary agreement. Consent to arbitration is especially crucial, as arbitral awards are widely recognised and almost universally enforced by domestic courts under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (Goh & Anderson, 2022).

Therefore, the above obligatory path undermines the voluntary nature of arbitration and contradicts the principles underlying valid arbitration clauses, such as party autonomy and equal access to justice. This research implies that such mandatory clauses do not eliminate the jurisdiction of national courts. On the contrary, if a dispute is submitted before a national ordinary court, any contractual clause or regulation that seeks to deprive any club or player of judicial recourse may be considered invalid, while the rest of the contract remains binding.

This position was affirmed in Jordan by the Irbid Court of Appeal in a case brought by a player against Al-Ramtha Club, which involved a clause referring all disputes to the Football Association. The court held that recourse to the national judiciary is a fundamental right, and that failure to refer the dispute to the association, as stipulated in the sports contract, had no effect on the validity of filing a claim before the court (Obeidat, Yusuf; Y. Khasawneh, Maha; and A. Al Otoum, Naeem, 2023). It was also ruled by the Jerash First Instance Court, acting in its appellate capacity, that Mughayer Al-Sarhan Sports Club would pay the rights owed to the player, stating that the court is competent to hear disputes arising from a professional football player contract.

Needless to say, national courts exclusively adjudicate criminal issues (Altaani et al., 2024; Ehjelah et al., 2026) because the nature of the offence determines the applicable jurisdiction, and criminal disputes cannot be settled through arbitration, mediation, or any other alternative way. Only the state that can impose criminal sanctions via its judiciary (Ehjelah, 2023; Ehjelah & Amer, 2023; Hilal, 2018). While it

may be acceptable to restrict access to national courts until all internal remedies within the sports federation have been exhausted, imposing an absolute prohibition on judicial recourse is both legally and constitutionally questionable.

In practice, violating this prohibition can result in severe sanctions, including suspension of a player, revocation of a club's license, or relegation to a lower division. Such severity highlights the need for judicial oversight of disciplinary measures imposed by sports federations. Currently, decisions issued by the local federations' legal committees can only be appealed before FIFA's judicial bodies or CAS, whose rulings are considered final and not subject to further appeal before national courts.

Sports Federations should formulate arbitration clauses in accordance with national arbitration laws and permit parties to seek recourse through national courts (Quinn & Muller, 2022). National courts should also be granted supervisory authority over the decisions of sports arbitration panels, just as Jordan's Court of Cassation reviews arbitration decisions in other contexts. No sports body should be allowed to impose penalties on parties for exercising their constitutional right to resort to normal courts. Respecting national legislation and the principle of resorting to national courts in sports disputes is not merely a formal legal obligation, but a fundamental embodiment of the state's legal system, which guarantees justice for individuals and institutions based on the rule of law (Arifin et al., 2025).

This also reflects the sports community's confidence in the justice system and prevents unfair influence or settlements. Therefore, ignoring national laws or not resorting to national competent courts under the cause of the specificity of sports undermines the doctrine of justice, while obeying them affirms that sports, regardless of their level of professionalism and global reach, remain an activity subject to the laws and jurisdiction of the state.

2. The Necessity of Establishing A Specialised Judiciary for Resolving Sports Disputes

There is a need to institute a specialised judiciary to implement the task suggested in the above section. The professionalism of sports has placed increasing pressure on the government and national sports federations to establish an independent judicial body dedicated to resolving sports-related disputes. This necessity is supported by multiple good reasons:

- a. **The Status of Professional Players:** With the development of professional sports, the legal status of players has shifted from their former status. A professional footballer is no longer a mere participant in a recreational activity, but a party to a binding agreement governed by a set of regulations and bylaws. This is mainly obvious in the case of foreign players, whose legal status differs considerably from that of national players. These differences extend to residency rights, access to public facilities, restrictions under national law, and

the extent of compliance with the restrictions provided for under the country's applicable laws (Al-Ahmad, 2005).

- b. The Exceptional Nature of Sports Disputes: Many sports disputes arise primarily from violations of game rules, in which the referee imposes sanctions during the match on the playing field. Disputes also stem from broader matters involving disciplinary actions imposed by sport clubs and federations, contractual violations, transfer agreements, and sponsorship contracts. These issues go far beyond the playing ground and delve into complex legal territory. Nowadays, sports, particularly football, carries economic value. Contracts often involve significant financial stakes, which can raise complex legal issues that lead to disputes (Al-Ahmad, 2005). Some of these disputes involve international matters, including transnational transfers, overseas players, or participation in international competitions.

The cross-border nature of these disputes raises numerous lawful systems and often entails specialised adjudication that traditional courts are not equipped to handle. This reality underscores the need for dedicated sports tribunals with technical expertise and streamlined procedures. Moreover, the urgency that accompanies sports differences, where the fate of players, clubs, careers, and sports contracts relies on to solve the issue, requires quick, streamlined settlements. Traditional procedures cannot meet these demands, due to their prolonged timelines (Al-Shaali & Al-Azzawi, 2005).

Today, even within the ordinary judicial system, courts are divided by subject matter: civil, commercial, criminal, administrative, labour, and military courts, each of which provides specialised tasks. Likewise, the unique and complex nature of sports disputes requires specialised sports judges who are qualified to grasp the subtle distinctions of the field, especially in light of the widespread and significant developments football is witnessing.

It has become an integrated industry that generates substantial revenue, attracts investment, and ultimately fosters the national economy. As a result, a dedicated sports judiciary becomes vital. In this regard, sports law has developed a distinctive character, shaped by the specialised technical nature of the disputes it governs. These cases often involve a combination of legal, contractual, regulatory, and ethical dimensions that are best addressed by familiar courts (Al-Adwan, 2012), thereby prompting the international community to establish a specialised sports body. CAS was officially instituted to offer contracting parties the opportunity to settle disputes more efficiently and at a reasonable cost than proceeding with litigation in national courts (Bondulich, 2016).

The sports phenomenon has become complex, with interwoven relationships, particularly in professional football. This requires a specialised legal framework and dispute resolution instruments tailored to the requirements of the sports sector.

Founding a specialised judicial body for professional sports disputes would not only strengthen legal certainty but also ensure swift, fair outcomes that align with the unique nature of sports disputes.

Investigative Discussion

1. Serious Concerns About CAS's Independence

As previously noted, CAS was formally established on April 6, 1983, following the approval of its statutes at an IOC session in New Delhi (Kingsley, 2026; McLaren, 2009). Since its inception, CAS has offered contracting parties the opportunity to settle disputes more efficiently and inexpensively than proceeding with litigation in national courts (Bondulich, 2016). Is this court, which is referred to as the world's supreme court for sports, independent in practice? Since 1984, CAS has functioned as an independent adjudicatory body dedicated to resolving sports-related disputes at the international level. Most international sports governing bodies now recognise CAS as the judicial authority for sports-related matters. As a general rule, the award determined by the CAS board is final and binding on the parties. However, CAS awards remain subject to being challenged before the Swiss Federal Tribunal (SFT) on an exhaustive list of grounds. The SFT can set aside CAS awards on the following grounds:

- a. A sole member of the arbitral tribunal was improperly appointed, or the arbitral tribunal was improperly constituted
- b. The arbitral tribunal wrongly accepted or declined jurisdiction
- c. The arbitral tribunal ruled beyond the claims submitted to it, or failed to decide on one of the claims
- d. The principle of equal treatment of the Parties or their right to be heard in an adversary procedure was violated
- e. The award is incompatible with public policy

However, since its establishment in 1983, CAS has faced criticism that it is not sufficiently independent of sports governing bodies such as the International Olympic Committee (IOC). A study states that it is clear that CAS is a flawed arbitral body that does not properly safeguard the interests of athletes because: (1) it is not sufficiently independent from sports governing bodies like the IOC (Flammini, 2025).

The close historical relationship between the IOC and CAS, particularly regarding CAS's governance and funding, raises serious concerns about CAS's independence. To safeguard the CAS's independence, the International Council of Arbitration for Sport (hereinafter, ICAS) was founded in 1994 to oversee the operation and finances of CAS, with the aim of removing the IOC's influence, i.e., replacing the IOC. In other words, ICAS was formed as a self-governing body tasked with overseeing CAS's administration and financing, "with the aim of ensuring the protection of the rights of the parties before the CAS and the absolute independence of this institution (Kingsley, 2026). Despite this reform, which arguably created only an appearance of independence, the two entities remain inseparably linked.

The Swiss Federal Tribunal, in *Gundel v. Fédération Équestre Internationale*, recognised that the IOC exercised considerable influence over the administration of CAS, including the power to amend its statutes and appoint its members and arbitrators. Therefore, as observed, even after the 1994 reforms that formally separated the IOC and CAS, the IOC and the International Federations still retained significant capacity to influence CAS (Flammini, 2025).

In addition, the European Court of Human Rights, in *Mutu and Pechstein v. Switzerland*, examined the structure of the International Council of Arbitration for Sport (ICAS) and acknowledged the real influence exercised by the IOC and the International Federations. One example of that influence was the appointment of 12 out of 20 ICAS members (Goh & Anderson, 2022). Two judges held their dissenting opinions criticising the IOC's involvement as excessive and describing its influence over CAS as disproportionate and unjustified. Judges Keller and Serghides further observed that, although the majority recognised the influence exercised by sports governing bodies over CAS, it did not draw the logical conclusion that such influence affects independence and impartiality. This discussion suggests that doubts remain regarding the institutional independence of CAS.

As argued, allowing football players to resort to domestic courts whenever a CAS award, or a decision of a national sports body, is unfavourable would undermine *lex sportiva*. If CAS is to remain the supreme forum for international sports disputes, it must be regarded as an independent and impartial body (Bondulich, 2016).

Even so, principles of justice and constitutional guarantees require that no entity be permitted, under any circumstances, to deprive the contracting parties of their right to resort to national courts. That right is protected by the Constitution of the State. The practical difficulty, however, is that parties may face sanctions if they take their sports disputes to a non-specialised court.

Such sanctions may amount to indirect coercion against recourse to the domestic judiciary, even where the arbitral decision is flawed or invalid under the applicable rules on annulment. It should nevertheless be emphasised that, if a national court annuls the award of a sports body, the underlying dispute should return to the competent sports arbitral or dispute-resolution body for determination.

2. Justice and Legal Certainty Strengthen A Striking Balance Between Domestic Rules and FIFA's Rules

One might argue that prohibiting professional players and clubs from resorting to national courts (Aljazi, 2024), as practised by many sports federations, is inconsistent with principles of justice and with the Jordanian Constitution, which guarantees such access to all individuals. The right to litigate is a fundamental right and may not be infringed. This position rests on several grounds. At the constitutional level, Article 101(1) provides that "The courts shall be open to all and shall be free from any interference in their affairs." This provision indicates that recourse to the courts is

constitutionally guaranteed and that the judiciary is the legitimate means of protecting rights.

Preventing recourse to the courts also undermines legal certainty, which is one of the essential values of law. The principle of legal certainty requires compliance with several standards in the formulation and application of legislation. These include the non-retroactive application of laws, the clarity and foreseeability of legal rules, respect for vested rights, and the preservation of contractual stability (Berrahlia & Benseghir, 2025).

The principle of legal certainty also serves an important function in strengthening public confidence in the legal system. It protects the public interest by promoting justice and social order and by preserving the authority of the state in the eyes of its citizens (Kurniawan & Ezzerouali, 2024). Legal certainty is weakened when the legislature, in regulating a particular matter, exceeds constitutional limits and imposes restrictions that unjustifiably impair rights and freedoms. A state governed by the rule of law must therefore ensure that its legislation is applied in a manner consistent with rights that democratic systems, as a basic condition for the existence of a legal order, and as a fundamental safeguard of human rights, human dignity, and personal integrity (Abustan, 2023). Any violation of these rights weakens legal certainty (Hanim, 2020).

Adherence to the doctrine of legal certainty promotes stability in legal positions. It functions as protection against legal disorder and abrupt changes in the application of the law (Hanim, 2020). Judicial certainty is closely connected to legal certainty, as it serves as a mechanism for protecting that principle by ensuring the proper application of the law and safeguarding rights and freedoms. This strengthens the argument against excluding the role of domestic courts in sports disputes.

Moreover, waiver of the right of recourse to the courts leaves room for domination and exploitation of the weaker party. The exclusion of judicial review in sports disputes also disturbs the constitutional balance of powers. Such a result is inconsistent with both the authority of the Constitution and the requirements of justice. Public justice seeks to promote the common good by aligning individual conduct with the requirements of the law. For that reason, Aristotle maintained that the supremacy of law within the state is the only practical means of achieving an honourable life. Once a person is detached from law and justice, he or she becomes the worst of creatures.

Therefore, it is necessary to reconcile FIFA rules prohibiting recourse to national courts with the supreme legal norms of the state to avoid adverse consequences for clubs and professional players arising from non-compliance with *lex sportiva*.

Accordingly, the relationship between FIFA rules and national law should not be understood as one of total exclusion or direct contradiction. Instead, it is a matter of striking a careful balance between the autonomy of sport and the rule of law.

Contemporary legal thought does not reject sports arbitration or deny its importance. It places sports arbitration in its proper position as an alternative and complementary mechanism, not as an absolute substitute for the judiciary. In other words, respect for FIFA rules should remain subject to their compatibility with mandatory national law and public order. National courts must remain the ultimate guarantor of justice, even in the field of sport.

On that basis, the prohibition on recourse to national courts should be confined to the merits of the dispute itself. Thus, disputes should be referred in the first instance to sports settlement bodies and sports arbitration. If, however, an arbitral award is affected by a defect that gives rise to nullity under the applicable grounds for annulment, recourse to the civil courts should remain available for the purpose of seeking annulment of that award. In such a case, the role of the courts is limited to deciding the validity of the award without addressing the merits of the underlying dispute. The dispute must then be referred back to the competent sports settlement bodies or sports arbitral bodies for resolution (Adahir, 2023).

CONCLUSION

In particular, this study considers the jurisdiction of ordinary courts in relation to the jurisdiction exercised by the judicial bodies of domestic and international sports federations. The study found that the regulations of domestic and international sports federations, including FIFA, as well as player status regulations, generally provide that disputes arising from professional sports contracts are to be resolved exclusively through the judicial bodies of sports federations. They also prohibit the parties from resorting to ordinary national courts, subject to disciplinary sanctions for non-compliance. However, the study shows that this approach is inconsistent with principles of justice and with the constitutional framework in Jordan. The study shows that judicial specialisation and functional jurisdiction in dealing with disputes arising from professional football contracts contribute to the fair and efficient resolution of such disputes. This helps ensure that sports disputes are resolved quickly, accurately, and effectively. In this case, establishing an independent sports judiciary reduces injustice and strengthens the autonomy of sports regulation, given the exceptional nature of disputes arising from professional football contracts and the need for such disputes to be determined by specialised bodies. The study also found that members of the Fédération Internationale de Football Association (FIFA), along with domestic football federations, are committed to resolving disputes through FIFA's judicial bodies and those of national federations. The decisions issued by those bodies are binding and enforceable on the disputing parties, although they remain subject to appeal before the Court of Arbitration for Sport (CAS). While CAS has undergone certain reforms since its establishment, the study showed that there are still indications that it does not yet enjoy sufficient independence. The study ultimately concludes that it is necessary to achieve a balance between the autonomy of sports bodies in resolving

contractual sports disputes and the superior legal rights guaranteed to individuals under national law. This is because the autonomy of sports federations in resolving contractual disputes must not prevail over national law and constitutional guarantees.

The study recommends exploring the adoption of legislation conferring limited supervisory jurisdiction on national courts over decisions issued by the adjudicatory bodies of sports federations. More specifically, it is advisable to incorporate a provision within the National Dispute Resolution Chamber (NDRC) Recognition Principles, with due regard to the following considerations: a) Sports disputes should first be referred to the judicial bodies of the federations or to sports arbitration bodies; b) If, however, an arbitral decision is affected by a defect that renders it invalid under the rules governing annulment, the football player or club should be permitted to resort to the national courts to challenge that decision; c) In such a case, the court's role should be limited to determining the validity of the decision, while the dispute itself should be referred back to the sports arbitral or settlement bodies for resolution.

To support this approach, the study also recommends establishing specialised sports courts to ensure expedited procedures suited to the special nature of sports disputes and to prevent the imposition of disciplinary sanctions on any party seeking recourse to the ordinary judiciary within the limits proposed above. The study recommends that the Jordan Football Association consider establishing a Dispute Resolution Chamber to hear disputes arising from professional sports contracts and adopt regulatory rules governing its operation. Although CAS has undertaken certain reforms since its establishment, the study recommends further reform to strengthen its independence and impartiality. The study recommends preparing and training judges to handle disputes arising from professional sports contracts. This may be achieved by organising specialised training programmes, seminars, and workshops, as well as by strengthening and developing their academic qualifications through scholarships for postgraduate study in sports law.

REFERENCES

- Abdullah, R. K. (2008). *The Professional Sports Contract in Light of National Football Federations' Regulations in Egypt and Other Countries, and FIFA*. Dar Al-Nahda Al-Arabia.
- Abustan. (2023). Pluralism and Equality in the Perspective of Human Rights in Indonesia. *Indonesia Law Reform Journal*, 3(1), 1–14. <https://doi.org/10.22219/ilrej.v3i1.24205>
- Adahir, A. (2023). On the Issue of Jurisdiction in the Adjudication of Sports Disputes. *Journal of Sports and Law*, 1.
- Al-Adwan, T. F. (2012). *The Sufficiency of General Rules in Regulating the Professional Sports Contract in Jordanian Law – A Comparative Study*. Amman Arab University.
- Al-Ahmad, M. S. (2005). *Conflict of Laws in International Sports Relations*. Dar Wael Publishing.

- Al-Ahmad, M. S., & Youssef, R. H. (2015). Sports Judiciary as an Alternative to Ordinary Courts in Financial Sports Disputes. *Al-Babith Journal for Academic Studies*, 6.
- Al-Shaali, K., & Al-Azzawi, A. (2005). *The General Theory of Sports Law*. Al-Hafez Publishing House.
- Al-Shafi, K. bin A. (2012). *Principles of the Constitutional System in the Kingdom of Saudi Arabia*. King Fahd National Library.
- Aljazi, J. D. (2024). The right of local government employees to expungement of disciplinary offences processed digitally in Jordanian and Qatari legislation. *Legality: Jurnal Ilmiah Hukum*, 33(1), 20–43. <https://doi.org/10.22219/ljih.v33i1.36212>
- AlOdwan, T. F. (2012). *The Adequacy of the General Rules for Regulating the Contract of Sports Professionalism in Jordanian Law: A Comparative Study*. Amman Arab University.
- Altaani, D., Ehjelah, A., Amer, S. B., & Issa, H. A. (2024). Virtual justice: Navigating the challenges of remote testimony at the International Criminal Court. *International Journal of Criminal Justice Sciences*, 19(2), 15–26.
- Arifin, S., Tung, L. X., Kafid, N., Hamdi, A. Z., & Niam, K. (2025). Balancing constitutional rights and institutional identity: Evidence from Muhammadiyah Universities in Eastern Indonesia. *Legality: Jurnal Ilmiah Hukum*, 33(2), 627–647. <https://doi.org/10.22219/ljih.v33i2.42108>
- Barakat, E. A.-D. (2019). The Applicable Law to the Professional Football Player's Contract. *Journal of Legal and Social Sciences*, 4(3).
- Berrahlia, B., & Benseghir, M. (2025). Limits of Legal Certainty: A Commentary on the “Dana Gas” Case. *Laws*, 14(2), 22. <https://doi.org/10.3390/laws14020022>
- Bondulich, J. R. (2016). Rescuing the Supreme Court of Sports: Reforming the Court of Arbitration for Sport Arbitration Member Selection Procedures. *Brook. J. Int'l L.*, 42, 275.
- Cisneros, B. (2020). Challenging the call: Should sports governing bodies be subject to judicial review? *The International Sports Law Journal*, 20(1), 18–35. <https://doi.org/10.1007/s40318-020-00165-9>
- Ehjelah, A. (2023). Criminal Modus Operandi in Bahraini Tax Law No.(40) of 2017. *Pakistan Journal of Criminology*, 15(4).
- Ehjelah, A., & Amer, S. B. (2023). Impact of Confessions Taken Remotely Via Modern Technology on the Conscientious Conviction of the Criminal Judge. *Pakistan Journal of Criminology*, 15(3).
- Ehjelah, A., Zaitoun, M. A., Obeidat, Y., Issa, H. A., & Almanasra, M. W. (2026). The criminal protection of digital evidence in criminal and civil matters: A comparative study. *Humanities*, 7(1). <https://doi.org/10.58256/q5m9z769>
- Fikfak, V. (2020). Non-pecuniary damages before the European Court of Human Rights: Forget the victim; it's all about the state. *Leiden Journal of International Law*,

- 33(2), 335–369. <https://doi.org/10.1017/S0922156520000035>
- Flammini, G. (2025). The Independence and Impartiality of The Court of Arbitration for Sport. *Northwestern Journal of International Law & Business*, 45(3), 419.
- Fodeh, M. (2015). Constitutional Protection of Right to Access to Justice: A Comparative Study. *Legal and Economical Research Journal*, 57.
- Gashi, A. (2025). National and International Regulatory Acts in Sport: Sports Arbitration. *Interdisciplinary Journal of Research and Development*, 12(1 S1), 207. <https://doi.org/10.56345/ijrdv12n1s127>
- Ghorbani Asiabar, P. M., Ghorbani Asiabar, M., & Ghorbani Asiabar, A. (2025). *Legal Analysis of the Court of Arbitration for Sport (CAS) in Resolving International Football Disputes: A Comparative Review*. <https://doi.org/10.14293/PR2199.001827.v1>
- Goh, C. L., & Anderson, J. (2022). The credibility of the court of arbitration for sport. *Harv. J. Sports & Ent. L.*, 13, 233.
- Griffin, L., Husper, G., & Sanchez Mera, S. (2025). Mobilising for effective redress: the role of international human rights complaints in police accountability in Victoria. *Current Issues in Criminal Justice*, 37(4), 621–640. <https://doi.org/10.1080/10345329.2025.2557697>
- Hanim, S. (2020). Guarantees for Achieving Legal Certainty and the Role of the Supreme Constitutional Court in Ensuring It: A Comparative Judicial and Doctrinal Study. *Journal of Legal and Economic Research*, 52, 190–401.
- Hilal, A. A. A.-S. (2018). The Procedural System of Sports Disputes in Light of the Code of Civil Procedure. *Journal of the Faculty of Law for Legal and Economic Research*, 1.
- Kingsley, A. (2026). *The Court of Arbitration for Sport: An Investigation Into Its Issues and Solutions Which Can Restore Its Legitimacy as “The Supreme Court of Sports.”*
- Kumar, N., & Chanda, S. (2026). Rewriting the rules: embedding enforceable human rights in FIFA’s host nation agreements. *The International Sports Law Journal*. <https://doi.org/10.1007/s40318-025-00334-8>
- Kurniawan, I. D., & Ezzerouali, S. (2024). Revisiting the principle of legal certainty: A contemporary analysis through the lens of legal positivism. *Nusantara: Journal of Law Studies*, 3(02), 137–146. <https://doi.org/10.5281/zenodo.17385496>
- Lindholm, J. (2021). A legit supreme court of world sports? The CAS(e) for reform. *The International Sports Law Journal*, 21(1), 1–5. <https://doi.org/10.1007/s40318-021-00184-0>
- Loibl, E. C. (2021). The aftermath of transnational illegal adoptions: Redressing human rights violations in the intercountry adoption system with instruments of transitional justice. *Childhood*, 28(4), 477–491. <https://doi.org/10.1177/09075682211064430>
- Łukomski, J. (2020). On the finalisation of international football transfers and professional football players’ contracts. *The International Sports Law Journal*, 20(3),

- 157–179. <https://doi.org/10.1007/s40318-020-00170-y>
- M A Hamad, A., Jannial, J., & Indriyani, R. (2022). Mechanisms of the Legal Protection of Human Rights in Global Regulation. *Human Rights in the Global South (HRGS)*, 1(2), 145–157. <https://doi.org/10.56784/hrgs.v1i2.31>
- Manamani, & Barakat. (2019). The Legal Effects of Football Professional Contract - A Comparative Study. *Humanitarian Sciences Journal*, 30(4), 49.
- Mavronicola, N. (2024). The Case Against Human Rights Penalty. *Oxford Journal of Legal Studies*, 44(3), 535–562. <https://doi.org/10.1093/ojls/gqae013>
- McLaren, R. H. (2009). Twenty-five years of the court of arbitration for sport: a look in the rear-view mirror. *Marq. Sports L. Rev.*, 20, 305.
- Nampewo, Z., Mike, J. H., & Wolff, J. (2022). Respecting, protecting and fulfilling the human right to health. *International Journal for Equity in Health*, 21(1), 36. <https://doi.org/10.1186/s12939-022-01634-3>
- Nurvianti, D., & Cahyani, T. D. (2023). Enforcement of Nationality Principle: A Basic Approach for Human Right Protection. *Indonesia Law Reform Journal*, 3(2), 219–233. <https://doi.org/10.22219/ilrej.v3i2.29709>
- Obeidat, Y. M. G. (2004). *The “penalty” clause in English law: a critical analysis and comparison with Jordanian law*. University of Leeds.
- Obeidat, Y. M. G. (2016). The Efficient Breach Theory under Jordanian Civil Law. *Arab Law Quarterly*, 30(4), 336–356. <https://doi.org/10.1163/15730255-12341328>
- Quinn, B., & Muller, A. (2022). Regulating Sports Disputes at the National Level: Requirements and Recommendations for Proceedings before National Sports Tribunals. *BCDR International Arbitration Review*, 9(Issue 1), 121–138. <https://doi.org/10.54648/BCDR2022021>
- Serra, M. F. (2020). Lex sportiva: Present and future perspectives. *International Sports Law Review Pandektis*, 13(1–2), 126–135.
- Taha, A. M. B., & Obeidat, Y. M. (2020). The Contractual Liability for the Act of Third Party under Lease Contract. *International Journal of Legal and Comparative Jurisprudence Studies*, 1(1), 17–31. <https://doi.org/10.31559/LCJS2020.1.1.2>
- Thahir, P. S., & Sunaryo, S. (2024). Ratio of justice and sense of justice: the spread case of HIV/AIDS in Indonesia. *Legality: Jurnal Ilmiah Hukum*, 32(1), 129–140. <https://doi.org/10.22219/ljih.v32i1.32333>