



# LEGAL BODIES JOURNAL

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## Foreword of the Presidents

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Dear handball friends,

I am pleased to introduce for the third time a publication of the EHF Legal Journal. It is the ninth issue, and the listed cases concern mostly the previous 3 seasons.

During this period, the EHF Court of Handball handled several critical and sensitive cases, including those related to betting and alleged corruption. Additionally, the reform which expanded the CoH's competencies in EHF events, intensified during this period.

The strong qualifications of my colleagues in this body combined with their passion for handball and the invaluable support of the EHF office, made it possible to deal with legal cases related to both above categories as well as with several others - some of which are of particular legal interest such as: anti-doping violations, match result protests or player's eligibility, complex transfer issues, administrative infringements, etc. I am truly proud that my colleagues and I have handle all these urgent cases in a timely and highly professional manner.

In this issue, we present a selection of such cases, with the hope that reading them will contribute to a better understanding of how the EHF legal system functions, as well as the principles that consistently guide the decision-making process: confidentiality, impartiality, neutrality and independence.

I would like to express my deepest thanks to all those who have contributed to this excellent piece of work either on the administrative, or in the decision-making level.

I wish you a pleasant and constructive reading.

Yours sincerely,

Ioannis Karanasos  
**President of the EHF Court of Handball**

## Foreword of the Presidents

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Dear handball friends,

Any legal order is only as good as it can be enforced! Therefore, it is necessary to constantly evaluate and, if necessary, adapt not only the legal provisions themselves but also the enforcement provisions. This serves the interest of all parties concerned and should guarantee a well-functioning legal system that not only ensures legal certainty, but also assures the independence of decision-making.

In addition, the EHF Legal Bodies Journal is to provide insights into the work of the legal authorities and thus also contribute to the understanding and acceptance of the decisions.

The few cases in the second instance in the past seasons not only confirm the excellent work of the Court of Handball, but are also proof that all parties accept that sanctions must be imposed in the event of infringements.

For this reason, I would like to thank all members for their understanding. I would also like to thank all the members of the Court of Appeal and the EHF legal office for their work and support. I wish you a pleasant reading and hope that our Legal Bodies Journal will continue to contribute to legal certainty and transparency in our activities.

I wish us all a successful season, hopefully unaffected by external influences.

Best regards,

Markus Plazer,  
**President of the EHF Court of Appeal**

## Statistics Season 2022/23

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### Number of decisions per body

|                              |    |
|------------------------------|----|
| Court of Handball            | 32 |
| While acting as on-site body | 11 |
| Court of Appeal              | 3  |

### Main categories of cases

|                                |    |
|--------------------------------|----|
| Clothing                       | 5  |
| Direct Disqualification        | 6  |
| Advertising Set-up             | 4  |
| Breach of regulations          | 12 |
| Transfer/International Release | 3  |
| Withdrawal                     | 1  |
| Match Result Protest           | 3  |
| Unsportsmanlike Conduct        | 11 |
| Security                       | 1  |
| Total                          | 46 |

## Statistics Season 2023/24

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### Number of decisions per body

|                              |    |
|------------------------------|----|
| Court of Handball            | 38 |
| While acting as on-site body | 17 |
| Court of Appeal              | 2  |

### Main categories of cases

|                                |    |
|--------------------------------|----|
| Clothing                       | 8  |
| Direct Disqualification        | 3  |
| Advertising Set-up             | 9  |
| Breach of regulations          | 7  |
| Transfer/International Release | 2  |
| Match Result Protest           | 3  |
| Unsportsmanlike Conduct        | 9  |
| Education Compensation         | 1  |
| Withdrawal                     | 5  |
| Security                       | 3  |
| Violence/Attack                | 1  |
| Other                          | 6  |
| Total                          | 57 |



## Statistics Season 2024/25

### Number of decisions per body

|                              |    |
|------------------------------|----|
| Court of Handball            | 51 |
| While acting as on-site body | 12 |
| Court of Appeal              | 5  |

### Main categories of cases

|                                |    |
|--------------------------------|----|
| Clothing                       | 3  |
| Direct Disqualification        | 19 |
| Advertising Set-up             | 3  |
| Breach of regulations          | 22 |
| Transfer/International Release | 4  |
| Match Result Protest           | 1  |
| Player Eligibility             | 1  |
| Unsportsmanlike Conduct        | 2  |
| Education Compensation         | 1  |
| Withdrawal                     | 4  |
| Security                       | 2  |
| Violence/Attack                | 1  |
| Other                          | 5  |
| Total                          | 68 |

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 22 20846 3 1 CoH**  
**21 March 2024**

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In the case against

Sir. Y  
Club X

Panel

Sorin-Laurentiu Dinu (Romania)  
Shlomo Cohen (Israel)  
Urmo Sitsi (Estonia)

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*Inappropriate and Unsportsmanlike Conduct*

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**I. Facts**

1. On 5 March 2024, the EHF European League Men 2023/24 (the “Competition”) match between the Club X... (the “Club”) and the Club Y... took place (the “Match”).

2. After the Match, player n°XX, Sir. Y, (the “Player”) of Club Y, went to the supporters of the Club. The Player shouted, gesticulated and officials had to hold him back. Finally, the Player spit on the supporters of the Club. Additionally, the supporters insulted the Player during the whole Match and a banner with the Player’s name and the words “Guess who’s Back?” was displayed over the branding of the EHF European League.

3. On 7 March 2024, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Player and the Club due to the unsportsmanlike and inappropriate conduct in the context of the Match.

4. On 11 March 2024, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings on the basis of the claim filed by the EHF. All parties involved were invited to send a statement to the court along with any documents they may

deem relevant. The composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties in the same letter.

5. On 15 March 2024, Club Y sent a statement which may be summarised as follows. It was highlighted that the behaviour cannot be justified and that they are very sorry for the incident. It was mentioned that the Player knows that it was wrong and that he was carried away by emotions. It was also stated that the behaviour of the Club’s fans was insulting and not appropriate. It should also be noted that this is the first disciplinary procedure in EHF competitions for the Player.

6. On 15 March 2024, the Club sent a statement including pictures whereby it is explained in substance as follows. It was highlighted that two seasons ago an incident between the Player and the Club’s fans occurred. The banner “Guess who’s back?” was printed many years ago to support the Club’s own players. On this occasion it was set up and put together with a white cloth and the Player’s name written on it. The banner was placed at a closed stage of the arena. The club’s leadership made an investigation, including the supporters, security persons and staff. Following the investigation the Club states that the supporters were fully focused on the support during the Match, but once in a while, proactive words seem to have been expressed. The content of these utterances was limited and did not initiate any further actions. During the final minutes of the Match the Player began to gesticulate and shouted back and provocations escalated from both sides. Directly after the final whistle, the Player walked to the supporters and aimed to spat on them. However, the security staff could intervene, therefore the Player failed to spat on the supporters but hit one of the security persons instead. The Club highlighted that it takes the incident seriously and that a meeting with the supporters will follow. It is of importance to respect the values of the club and to behave during the matches accordingly



and show respect for fair play and sportsmanship.

## II. Decisional Grounds

### *Factual Background*

1. After careful examination of all statements and documents provided by the parties, it is confirmed and undisputed that after the Match, the Player acted aggressively towards the supporters of the Club and tried to spat on them; the Player was insulted by the supporters of the Club and a provoking banner towards the Player was visible during the whole Match.

### *Legal Basis*

2. In registering for the Competitions, clubs agree to comply with the obligations set forth in the applicable regulations.

3. On 26 June 2023, Club Y and on 12 June 2023, the Club signed the EHF Code of Conduct agreement whereby it is stated that by registering, entrants accept all applicable conditions, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball at European level.

4. Paragraphs 2 and 14 of the EHF Code of Conduct agreements signed by all clubs entering the EHF European club competitions including the EHF European League states as follows:

*“Clubs shall display courtesy and respect toward the opposing team, the EHF and its officials as well as EHF Partners and other EHF related organizations and persons.”*

*“Clubs shall ensure that this Code (and other relevant information) is provided to all club related persons.”*

5. Article 2 of EHF

European League Men Season 2023/24 (the “Regulations”) states as follows:

*“The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties [...] Respect all participants (players, officials, spectators, media representatives, etc.) Promote the spirit of sportsmanship [...] participate in a correct and sportsmanlike way [...].”*

6. Article 2.2 of the EHF Legal Regulations states:

*“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”*

7. Article 6.1 of the EHF Legal Regulations highlights:

*“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in an around playing halls are subject to sanction.”*

8. Article B.2 of the EHF List of Penalties states that unsportsmanlike conduct before, during or after a competition may be sanctioned as follows:

*“Suspension/Exclusion up to 1 year / Fine: up to €15.000 If act of violence / severe unsportsmanlike conduct: Suspension/Exclusion up to 4 years / Fine: up to €80.000.”*

9. In compliance with the regulatory framework defined above, the Panel hereby finds that fair-play and sportsmanship constitute the cornerstone principles of our sport, handball. It follows therefrom that it is the duty and obligation of any person involved in the Competition, i.e. players, members, officials and any other person exercising a function to ensure the enforcement of these principles and subsequent obligations at all times. Any violation may trigger the sanctions as referred to above. All the above constitute the common legal framework to be applied by the Panel to assess and, if deemed necessary, sanction the behaviours of the players, the officials, and the Club.

10. In this regard, the EHF Court of Handball has carefully examined and evaluated EHF's statement of claim, the video material, the relevant newspaper articles and the statements of both clubs.

***With regard to the Player's conduct***

11. On this basis, the Panel observes that the Player contravened the aforementioned principles, by displaying inappropriate, aggressive and unsportsmanlike conduct towards the spectators. After the final whistle, the Player, went intentionally towards the supporters of the Club. He gesticulated and shouted towards the spectators. Furthermore, he tried to climb up to the spectator tier and official had to hold him back and finally, he tried to spat on the spectators. This behaviour does not only lead to a bad reputation for the sport of handball, but it was also enormously intimidating, degrading and aggressive. Every player has a role model function and must never behave inappropriately due to provocations. Subsequently, the improper conduct of the Player deserves further sanctions.

***With regard to the conduct of the Club's supporters***

12. Regarding the behaviour of the supporters of the Club the Panel recalls the application of

the principle of strict liability, under which all clubs are responsible for the behaviour of their fans whether or not clubs are at faults.

13. It is clearly visible in the provided videos and documented in respective newspaper articles that the supporters insulted and provoked the Player during the whole Match. This fact alone is regarded as improper and unsportsmanlike conduct which deserves further sanctions. However, the supporters also displayed a banner with the Player's name and the words "Guess who's back?". This banner refers back to the year 2022 when both teams had already played against each other and the Player got into a dispute with the Club's supporters as well. The reminding banner was placed over the EHF branding and the Club did not remove the banner during the Match. This non-reaction leads to the conclusion that this banner was approved and tolerated by the Club and therefore the Club encouraged the inappropriate and unsportsmanlike conduct of its supporters. Thus, the Panel finds that further sanctions must be taken against the Club.

14. The Panel acknowledges the statements of both clubs and welcomes that all parties involved admit and regret what happened. The incident happened at the end of the Match and, fortunately, had no major consequences. That shall be outlined as mitigating circumstances.

15. Taking into account the abovementioned considerations, and in accordance with the EHF bodies' case law and pursuant to Articles 12.1, 14.1 and 15.1 of the EHF Legal Regulations as well as Article B.2 of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of EUR 4.000 (four thousand) on the Player and EUR 4.000 (four thousand) on the Club for unsportsmanlike conduct in the context of the Match.

16. In accordance with Article 17 of the EHF Legal Regulations, the Panel recalls that the aim of the sanction is also to prevent any

further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the amount of the fine. Therefore, half of the fines, i.e. EUR 2.000 (two thousand) for the Player and EUR 2.000 (two thousand) for the Club are awarded on a suspended sentence basis deferred with a probation period of two (2) years, starting as of the date of the decision.

### III. Decision

**The Player shall pay a fine of EUR 4.000 (four thousand) due to his inappropriate and unsportsmanlike conduct after the Match.**

**Half of the fine, i.e. EUR 2.000 (two thousand) is awarded on a suspended sentence basis deferred with a probation period of two (2) years, starting as of the date of the decision.**

**The Club shall pay a fine of EUR 4.000 (four thousand) following its supporters' unsportsmanlike conduct during and after the Match.**

**Half of the fine, i.e. EUR 2.000 (two thousand) is awarded on a suspended sentence basis deferred with a probation period of two (2) years, starting as of the date of the decision.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 24 20845 4 1 CoH**  
**25 March 2024**

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In the case against

Federation X

Panel

Ioannis Karanasos (Greece)  
Yvonne Leuthold (Switzerland)  
Alan Grima (Malta)

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*Unauthorised Advertisement*

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**I. Facts**

1. On 29 February 2024, Federation X... (the "Federation") hosted the Women's EHF EURO Qualifiers 2024 (the "Competition") - match: National Team X... vs. National Team Y... (the "Match").

2. Following the Match, violations were observed by the EHF regarding the placement of marketing rights. The EHF's feedback report referenced that unauthorised advertisement stickers were visible in position G, as per set-up regulations. Position G is reserved for EHF Qualifiers presenting partners. The Federation did not request any prior authorisation from the EHF.

3. The EHF Office received the video of the floor set-up prior to the Match and contacted the Federation. The issue was highlighted, and the Federation was asked to remove the unauthorised floor sticker. No action was taken but it was underlined that the Federation cannot remove the floor stickers because the company 'Lidl' is the Federation's sponsor.

4. On 7 March 2024, the EHF requested the opening of disciplinary proceedings against the Federation in accordance with Article 28.6 of the EHF Legal Regulations for violation of

Article 27.9, 27.10 and 27.11 of the Women's EHF EURO Qualifiers Regulations (the "Regulations"). The Match report and the EHF round feedback report were enclosed to EHF's statement of claim.

5. On 8 March 2024, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Federation on the basis of the claim filed by the EHF. The Federation was invited to send a statement to the court along with any documents it may deem relevant. The composition of the Court of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties in the same letter.

6. On 29 September 2023, a decision of the EHF Court of Handball (case n° 23 20801 4 1) was published according to which:

*"The Federation shall pay a fine of EUR 8.000 (eight thousand) for having displayed unauthorised advertisement in the form of floor stickers in the playing hall within the frame of the match.*

*Half of the fine, i.e. EUR 4.000 (four thousand) is imposed on a suspended basis for a period of two (2) years starting as of the issuance date of the decision."*

7. The Federation did not submit a statement of defence within the set deadline.

**II. Decisional Grounds**

*General remark concerning the Absence of Statement from the Federation*

1. The Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties' rights to fair trial as well as the principles of due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In the

present case, the deadline set granted significant time for the Federation to provide relevant documents, considering the urgency in which a decision had to be taken. The Court of Handball, as guarantor of the aforementioned principles in first instance, regrets that the defendant did not provide any statement in the frame of the proceedings of the present case.

#### *Factual Background*

2. After careful examination of all documents submitted in reference to the present case, the following facts are confirmed and undisputed: Unauthorised advertisement stickers of the company 'Lidl' were placed in position G, as per set-up regulations; Position G is reserved for the EHF Qualifiers presenting partner.

3. In registering for the Competition, National Federations agree to respect and apply the regulations governing this competition in all aspects. On 3 January 2023, the Federation signed the pledge of commitment whereby it is stated that by registering for participation, all entrants accept all applicable conditions, the EHF Statutes and regulations governing the Competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at the European level.

#### *Infringement and Sanction*

4. Article 1 of the Regulations provides as follows:

*"The present European Championship Qualifiers Regulations ("Women's EHF EURO Qualifiers Regulations") govern the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the following team's competitions organised by the European Handball Federation ("EHF") pursuant to Articles 1.2 and 11.1 of the Statutes of the*

*EHF: - The Women's European Championships – qualification rounds – (hereinafter also referred to as "EHF EURO Qualifiers")"*

5. Accordingly, Article 3 of Regulations states:

*"All EHF Regulations, Manuals and Guidelines applicable to the EHF EURO Qualifiers must form an integral part of the present EHF EURO Qualifiers Regulations including (without limitation): [...] - The EHF Legal Regulations"*

6. Article 26.1 of the Regulations provides as follows:

*"The Host Federation staging and organising an EHF EURO Qualifiers match/tournament is responsible for the organisation of the match including the set-up of the venue in accordance with the requirements defined herein, in any other applicable EHF Regulations and manual and otherwise by the EHF."*

7. Article 27.9 of the Regulations states as follows:

*"The Host Federation is responsible for the correct set-up, removal and storage of all allowed advertisings, including the Competition, the EHF and the EHF partners/sponsors advertising."*

8. Article 27.10 of the Regulations provides as follows:

*"Floor advertising (stickers) and advertising on and around the playing court are allowed under the conditions defined herein. The affixing of advertising on any other position than the ones defined herein is strictly forbidden."*

9. Article 27.11 of the Regulations provides as follows:

*"The Host Member must set-up the advertising on and around the playing court in accordance with the following requirements and the diagram to be found in Enclosure 5:*

*Advertising on the playing court: a) A maximum of ten (10) floor advertising stickers may be affixed on the playing court and an additional three (3) in each goal line/side goal line area; b) Additionally, a middle circle advertising sticker must be affixed in all EHF EURO Qualifier matches; c) Notwithstanding the foregoing, two (2) additional floor stickers reserved to the EHF may be affixed on the playing court. [...]"*

10. Article 27.13 of the Regulations provides as follows:

*"The EHF may grant an exception to the placement of the floor advertising due to a different positioning of the TV cameras. An exception must be requested by the Member Federation in writing and be subject to the expressed prior approval of the EHF. Such decisions are final."*

11. It follows therefrom that the Federation had the clear and express obligation to implement the advertising set-up as defined in the Regulations. Enclosure 5 to the Regulations clearly highlights that position G is reserved for floor stickers of EHF EURO Presenting partners. The Panel notes that no exception was requested to or granted by EHF. Hence, placing unauthorised floor stickers in position G, the Federation violated its obligation to comply with the Regulations.

12. Furthermore, the Panel highlights that the EHF Office contacted the Federation prior to the game. The issue was highlighted and the Federation was asked to remove the unauthorised floor stickers. However, not only was no action taken, but the Federation replied that it is not possible to remove the unauthorised floor stickers due to obligations in the context with the Federation's sponsor. This clearly shows that the Federation acted intentionally contrary to the Regulations to fulfil private dispositions. Moreover, on 29 September 2023, the EHF Court of Handball imposed a sanction on the Federation following the placement of unauthorised

advertisement in the form of floor stickers. Only five months after the decision, the Federation committed a similar violation. These considerations are regarded as aggravating circumstances.

13. In the light of the abovementioned elements, the Panel concludes that by failing to ensure compliance with advertisement dispositions as provided for all federations upon registering for the Competition, the Federation has breached the Regulations and is therefore subject to sanctions in accordance with Article 6.1 of the EHF Legal Regulations.

14. Article 6.1 of the EHF Legal Regulations states as follows:

*"Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in an around playing halls are subject to sanction."*

15. Article D.1 a) of the EHF List of Penalties states that violations of the applicable Regulations, manuals, EHF directives regarding marketing, advertisement and media may be sanctioned as follows:

*"Advertisement set-up and use in the playing hall and related areas: Fine from €500 to €50.000"*

16. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the frame provided especially in Article D.1 a) of the EHF List of Penalties in the present case which provides with a range of fines comprised between €500 (five hundred Euro) to EUR 50,000 (fifty thousand Euro).

17. Based on the foregoing, and pursuant to Articles 6.1, 12.1, and 14.1 of the EHF Legal



Regulations, as well as Article D.1 a) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of EUR 8.000 (eight thousand).

18. For the sake of clarity, the Panel hereby recalls that the amount of the fine imposed on a suspended basis in the previous case n°20801, i.e. €4.000 (four thousand), automatically came into effect. The Federation is therefore formally requested to pay the fine imposed on a suspended basis in the previous case n°20801, i.e. €4.000 (four thousand).

### III. Decision

**The Federation shall pay a fine of EUR 8.000 (eight thousand) for having displayed unauthorised advertisement in the form of floor stickers in the playing hall within the frame of the Match.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 23 20795A 3 1 CoH**  
**12 April 2024**

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In the case against

Sir. X

Panel

Ioannis Karanasos (Greece)  
 Alan Grima (Malta)  
 Matea Horvat (Croatia)

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*Reporting Obligation*

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**I. Facts**

1. On 23 May 2023, the EHF received an email from a television channel (the “Channel”) accusing Sir X... (“Member X”), member refereeing of the EHF Competition Commission of irregular conduct in connection with matches and relating bets. Their reference led to a former referee as a witness and a hidden video recording by using an undercover person as pretext for a business.

2. On 5 July 2023, the Channel broadcasted part one of a documentary. Through this documentary a hidden video recording was published. In this video Member X had a conversation with an alleged businessman from another continent (“the Businessman”).

3. On 11 January 2020, the Channel arranged a meeting between Member X and the alleged Businessman in a hotel in a third country. Member X did not know that the alleged Businessman was a ‘mole’ and that the whole meeting was filmed with several hidden cameras. The Channel stated in its documentary that the purpose of the set-up was to “test how far the EHF’s head referee would go to help the mole with match-fixing in handball”. After bringing Member X with a private chauffeur to the hotel he and the alleged Businessman had conversations about

implementing a handball team from another continent in Europe. The alleged Businessman showed interests in hiring Member X as a consultant.

4. In the following, the Businessman steered the conversation to match-fixing. The Businessman made a proposition to Member X, by describing gambling as a “very profitable business”. The Businessman also specifically mentioned his network of professionals in this business and specifically mentioned the referees influence and importance to the matches, consequently highlighting Member X’s position and the possibilities that come with his role. To this proposition Member X’s answer was the following: “I know what you mean but it is very sensitive. A lot of discussion about gambling is going around and I will not be involved too much in this. Not to say I am afraid, but in principle, it is a risk, you know. In handball we have this Sportsradar which is working with betting – that is involved in the EHF and giving information concerning betting. They are following. They know what it is. If it is this kind of business for me in this age, no. If I was younger and just running for money and everything, maybe. I do not think about this.” Following the statement the Businessman requested a recommendation on game officials, to which Member X’s remarked “It is dangerous to speak. Especially now.” But highlighted that the Businessman should not fear that their conversation would become public.

5. There was not any communication on the situation from the side of Member X until the Channel followed up the situation in spring 2023 and formal requests were provided to different persons working for the Channel. Afterwards Member X was formally asked for a statement by the EHF.

6. After an EXEC decision on 25 May 2023, Member X was released from his duties, and communication with public authorities began. On 14 June 2023, the EHF requested the EHF Court of Handball to initiate legal proceedings

against Member X based on violations of legal regulations and the EHF Code of Conduct with regard to match irregularities and non-reporting.

7. On 21 June 2023, Member X was informed on the opening of disciplinary proceedings and the composition of the EHF Court of Handball Panel on the basis of the EHF claim. He was invited to send a statement by 30 June 2023 at the latest. Investigations on different levels – state authorities, EHF initiator of proceedings, Sportradar intelligence system, etc. – are taking place.

8. On 23 June 2023, the legal counsel of Member X sent a statement in reply to the accusations. The statement was attached to an email and in this email Member X's legal counsel stated that his client demands an oral hearing as provided in Article 32.2 of the EHF Legal Regulations. The statement may be summarised as follows. Member X assured that no one tried to get in touch with him on this subject during the World Championship. Member X highlights in his statement that the meeting was held on the premise that the Businessman was an honest businessman from another continent who wanted to bring a local team into a European Regional league (the "League"). During the conversation, Member X gained considerable thoughts about the Businessman's intentions and him being an honest businessman. Due to the fact that the Businessman was connected to the betting mafia, Member X was not only shocked but also truly intimidated. In this context, Member X thought that the obvious and outright reaction of the alleged businessman requests – telling to report these requests to officials – could possibly have serious consequences for Member X and his family. He therefore tried to use excuses, like the ones the journalists mentioned in the inquiry. Member X highlights that he had repeatedly rejected all offers of match-fixing. The proposals were undoubtedly criminal, but he feared for his and his family's safety and well-being. Member X wanted to signal the man that the conversation will remain private due

to fears of the betting mafia. He never had a conversation with the Businessman again and he felt glad that he got out of this horrible situation without any harm. The requests were not reported to the EHF or the police because Member X feared that he would have to testify as a witness against this man. After finding out that the Businessman was not connected to the mafia but worked together with the Channel, he immediately reported the requests to the EHF. Finally, highlights that never in his life has Member X been involved in match-fixing and he would state this under oath. The statement mainly refers to the accusation concerning betting irregularities, and was just touching the non-reporting question.

9. On 30 June 2023, the EHF requested various information from the Channel due to the legal proceedings in this case. The full video material recorded from the conversation with Member X in January 2020 was requested. Moreover, the full name and contact details of the player who "contacted referees in the half time", as the player "thought there was an agreement" and everybody being involved in the production of the documentary. The Channel assured that much of the information contained in the documentaries is already in the possession of the EHF.

10. During the course of investigation, it turned out that the different matters stated in the claim, need different timings in their preparation and analysis. The allegations in connection with integrity and betting are depending on the results of public authorities and witnesses. The allegations in connection with non-reporting are proven and admitted. For this purpose, the Court of Handball Panel responsible for the case came to the conclusion that there is a significant interest of all parties involved to come to conclusions in the areas which are ready for decision. In order to reach this target, it was necessary to separate the claims into two different parts. The first part (n°23 20795A 3 1 CoH) will deal with allegations regarding the lack of integrity

and betting irregularities. The second part (n°23 20795B 3 1 CoH) refers to the allegations regarding the non-reporting. An official letter confirming the separation of claims was communicated to the parties on 24 August 2023 and additional statements were requested.

11. On 31 August 2023, Member X's legal representative sent an additional statement and highlighted that he has been cooperating with the local authorities to the fullest extent and will continue to do so in the future. Furthermore, Member X underlined that he is not accused of committing a crime by local authorities. He is questioned as a witness and not a suspect in the proceedings. Finally, Member X once again highlighted that he feared the reporting could lead to his or his family's safety or livelihood being threatened by the betting mafia. The fact that Member X turned down every single offer immediately and that he tried to get out of this situation as quick and safe as possible, shows his integrity. The question of non-reporting was again not referred to in detail.

12. On 11 September 2023, a decision of the EHF Court of Handball was published according to which:

*"Member x is suspended from carrying out any function within the EHF and participating in any EHF activities for two (2) years as of the date of the decision.*

*Member X shall pay a fine of EUR 5.000 (five thousand) for the violation of fundamental obligations outlined in the EHF Regulations and in the EHF Code of Conduct."*

13. On 18 September 2023, Member X lodged an appeal against the aforementioned decision for which proceedings were opened on 19 September 2023.

14. On 26 September 2023, Member X's legal counsel sent another statement of defence. It was highlighted that the EHF Court of Handball's decision is contested on the

grounds that were highlighted in the appeal as well as all other submissions by Member X so far.

15. On 9 November 2023, a decision of the EHF Court of Appeal was published according to which:

*"The decision of the first instance, dated 11 September 2023, is set aside and referred back to the first instance for a new decision.*

*Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of EUR 1.000 paid by the Appellant shall be refunded."*

16. It was highlighted in the EHF Court of Appeal's decision that Article 32.2 of the EHF Legal Regulations is to be considered as mandatory and therefore the decision of the first instance had to be annulled on formal grounds and referred back to the first instance for a new procedure. The decision of the EHF Court of Appeal does not have influence on the outcome of the first instance proceedings.

17. On 1 December 2023, the case was officially reopened by the President of the EHF Court of Handball. Chairman A, Panel Member B and Panel Member C were nominated to decide the case.

18. On 12 December 2023, Member X's legal counsel sent a letter. The appointment of the panel was refused and it was requested that the initial panel members are removed from the decision-making body and that a new panel is nominated. The request was based on concerns regarding the nominated person's independency and impartiality, because the same panel had already taken the EHF Court of Handball decision dated 11 September 2023. The decision to appoint the same panel members was considered as a violation of the right to a fair trial in accordance with Article 6 ECHR.

19. On 20 December 2023, the President of the EHF Court of Handball concluded that the defendant's request for a change of the panel

composition is acknowledged and that a new composition will be announced. It was explicitly highlighted that the decision to change the panel did not arise from any doubts or suspicions regarding the impartiality of the original panel members. The request was only accepted to ensure Member X's confidence in a fair trial.

20. On 8 January 2024, the new composition of the EHF Court of Handball panel (the "Panel") was communicated to the parties.

21. On 15 January 2024, Member X's legal counsel informed the EHF Office that Member X agreed that the oral hearing is held online.

22. On 23 February 2024, the hearing took place via Microsoft Teams. The members of the Panel, two members of the EHF Legal Department, Member X and two legal representatives were present. The following motion was filed: The defendant shall be acquitted of the charges for non-reporting as he was in a state that excused him for the non-reporting. Alternatively, the Panel shall reconsider the punishment, as a suspension for two years and a fine of EUR 5.000 is exaggerating taking into account all circumstances. It was an extraordinary situation for the defendant. Therefore, the lowest sanction possible, especially no suspension and no monetary fine but optionally a warning, was requested.

For the sake of completeness, the following statements, argumentations and considerations may be highlighted: The reason for the hearing was to give Member X the floor to explain the situation and to provide the Panel with further details; It was argued that the Channel's station would have published the video footage immediately after the meeting if something relevant concerning match-fixing was said; The Channel's station took certain minutes to promote their documentary three years after the meeting; Member X and his legal representative are still trying to get the whole video material; Member X declined every offer regarding

match-fixing; Member X worked together with the local authorities; Member X wanted to pretend that he will not go to the authorities so that the Businessman is not doing any harm to him or his family; Member X was worried about his and his family's safety and it was a highly personal decision to not tell it to anybody; Member X thought that an outrageous rejection and to highlight that he would contact the authorities, would have led to serious consequences for him and his family due to the Businessman's criminal background – the situation was extremely frightening and fearful and the primary goal was not to reject the offer in a strict fashion; Although at the time of the meeting Member X did not possess any official function in the League, he was one of its founders and his intention was to connect the Businessman with the president or vice president of the League; In February 2023 – when Member X first talked with the EHF about the meeting – the defendant was not afraid anymore because he had already received the letter from the Channel This was the first time when he realised that the Channel had illegally filmed the conversation.

23. On 1 March 2024, the minutes of the oral hearing were distributed to all participants. These minutes form an integral part of the proceedings.

## **II. Decisional grounds**

### ***Factual Background***

1. After the conduct of the oral hearing and a careful examination of all statements and documents provided by the parties, the occurrence of the following is confirmed and undisputed: Member X attended a meeting in a third country on 11 January 2020; During the meeting, statements regarding match-fixing were made and Member X was offered a part in these illegal manipulations; Member X did not clearly distance himself from the intentions of his interlocutor during the conversation; Member X did not report the meeting, the offer made to him and the

suspicious circumstances which occurred during the conversation for more than three years.

### **Legal Bases**

2. All persons on duty of the EHF have to comply with the obligations set forth in the applicable regulations and additionally in the EHF Code of Conduct.

3. The Code of Conduct forms an integrated part of all EHF Regulations and is valid for all persons being in charge for the EHF. In order to raise awareness and significance, it is regularly signed by the parties involved.

4. The Code of Conduct contains all kind of tasks and responsibilities and it highlights that competitions, activities and events must be conducted in a correct, fair and sportsmanlike way. The Code of Conduct guarantees that persons being in charge are uninfluenced and that they conduct correctly. The compliance with all applicable conditions is the minimum required to satisfy these obligations and to offer fair and professional handball at European level. Committing someone else to a protected action, fulfils the same scope of violations and similar consequences are applicable.

5. Article 1 of the EHF Code of Conduct Agreement states:

*“Persons being in charge of or related to the EHF must be free of any obligation other than the impartial and fair judgement of the subject to be handled or the events/activities to be taken care of. Decisions based on personal bias or the fulfilment of any obligation outside those connected to the applicable conditions/regulations, the game of handball and loyalty towards the EHF are unacceptable.”*

Furthermore, this Article highlights that persons being in charge must: Report corruption and undue conduct whenever and wherever discovered; And comply with the

EHF Rules of Conduct and the EHF Social Media Guidelines.

6. According to Article 2 subparagraph 2 and 3 of the EHF Code of Conduct Agreement:

*“Persons being in charge of or related to the EHF are not to accept, either for themselves or their families, favours or benefits under circumstances that might be construed as having an influence on the performance of their duties.”*

*“Persons being in charge of or related to the EHF are to avoid personal relations with persons or organisations which may impair, or seem to impair, the impartial fulfilment of their duties.”*

7. Article 6 of the EHF Code of Conduct Agreement underlines:

*“It is the duty of persons being in charge of or related to the EHF to protect the interests of the EHF, its national federations, clubs, players, teams officials, EHF functionaries/Personnel/officials, administrators, TV and media representatives, the representatives of partners and partner companies, fans, etc. from inappropriate conduct. They shall endeavour to promote appropriate conduct and attitudes on the part of all those involved in daily business, decision making process, sport events as well as any other activities.”*

8. Article 10 of the EHF Code of Conduct agreement highlights:

*“Persons being in charge of or related to the EHF are obliged to immediately report any observations in connection with and violations of basic principles of sportsmanlike conduct, fair play, the Code of Conduct at hand and any other violations of the applicable regulations to the EHF.”*

9. Article 11 of the EHF Code of Conduct agreement states:



*“Violations of this code of conduct agreement including the violation of the obligation of correct reporting on any occurrences and observations in connection with corruption or undue influence as well as comparable actions against basic principles of fairness and sport can result in a suspension and other punishments against the EHF official concerned for future international competitions in accordance with the applicable EHF statutes and regulations.”*

10. According to Article 1.1 of the EHF Legal Regulations:

*“The present regulations shall govern the legal activities within the EHF. Proceedings shall be conducted to penalise infringements of Regulations, including those of an administrative nature and in particular infringements committed prior to, during or after a game or while travelling to or from a venue or staying at a venue, and to settle disputes between handball/EHF related entities and/or individuals. Proceedings may be conducted to decide upon issues relating to international players’ transfers between EHF member federations and associated federations, to international handball competitions in Europe, or to EHF activities.”*

11. Article 6.1 of the EHF Legal Regulations specifies:

*“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction.”*

12. Article 1.1 of the Anti-Corruption and Fair Competition Act highlights:

*“The Anti-Corruption and Fair Competition Act includes any of the following violations: Corruption including bribe and offering, requesting or receiving any undue advantages; Undue influence on a match or a match result; Any information which is likely to influence the*

*actions of (legal) entities*

*or persons on a long-term basis (pressure, blackmailing, threats, secrets, etc.); The receipt or acceptance of presents or gifts, except small items of remembrance; Any violation of the EHF Code of Conduct or the EHF Code of Conduct Agreement; Manipulations in connection with betting or lottery gains; The violation of the obligation to report observations in connection with corruption and unfair competition”*

13. Furthermore Article 1.7 of the Anti-Corruption and Fair Competition Act states:

*“Violations of correct reporting on any occurrences and observations in connection with corruption and undue influence shall result in a suspension of the entities and persons concerned for up to ten years and a pecuniary fine of between 1.000€ and 75.000€.”*

### III. Decision

**Member X is suspended from carrying out any function within the EHF and participating in any EHF activities for two (2) years as of the date of the decision.**

**The period between the initial Court of Handball decision (11 September 2023) and the Court of Appeal Decision (9 November 2023), i.e. two (2) months, shall be deducted from the suspension period.**

**Member X shall pay a fine of EUR 5.000 (five thousand) for the violation of fundamental obligations outlined in the EHF Regulations and in the EHF Code of Conduct.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 24 20883 5 1 CoH**  
**23 January 2025**

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In the case against

Club X

Panel

Sorin-Laurentiu Dinu (Romania)  
 Andre Hommen (Netherlands)  
 Matea Horvat (Croatia)

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*Availability Data-Scouts*

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**I. Facts**

1. On 9 July 2024, EHF Marketing GmbH (EHFM) informed Club X... (the “Club”) about its obligation to cover home matches with two certified Sportradar data-scouts.

2. On 29 August 2024, the Club informed EHFM that only one certified Sportradar data-scout will be available for the upcoming match. EHFM highlighted on the same day that the situation must be solved for future matches as the regulations are clear about the respective obligation. The Club replied that it will not be possible to find its own data-scouts in the foreseeable future and that the Club will rely on the “swiss pool” of data-scouts. Furthermore, the Club expressed its opinion that the EHF has a very comfortable position because everything must be provided by the clubs which leads to significant expenses. The Club ensured that the EHF’s approach is well appreciated.

3. On 21 October 2024, the Club informed EHFM that for the matches number 2 and 3 only one certified data-scout will be available. An injured player will take over the duties of the second scout and according to the Club this is the established approach of the Club. Reference was made to the allegedly poor quality of other clubs concerning this topic

and it was highlighted that the established approach will also function optimally in the upcoming season.

4. On 29 October 2024, EHFM again highlighted the clear regulations and the resulting obligations for the Club. It was stated that one certified data-scout is not enough and that the issue must be solved.

5. On 31 October 2024, the Club reached out to EHFM. The situation was again explained, it was highlighted that the Club’s approach is working even better than with “forced” data-scouts and that the Club cannot comprehend the problem. Finally, the Club asked for understanding of the difficult situation.

6. On 25 November 2024, the Club informed EHFM that there will not be a live ticker for the upcoming match due to personal reasons. On the same day, EHFM highlighted again the Club’s clear obligations.

7. On 4 December 2024, EHFM reported to the EHF that despite all information provided in due time to the Club and several attempts to solve the issue, the host did not manage to ensure the availability of two data-scouts. In fact, all four home matches were only being scouted by one certified data-scout. Reference was especially made to Article 56 of the EHF European League Men 2024/25 Regulations (the “Regulations”).

8. On 5 December 2024, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Club, with regard to the non-availability of two certified data-scouts in the context of the Club’s home matches.

9. On 6 December 2024, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the claim filed by the EHF. The Club was invited to send a statement to the Court along with any documents it may deem relevant. The composition of the Court

of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties on in the same letter.

10. On 11 December 2024, the Club provided the EHF Court of Handball with a statement of defence which may be summarised as follows. The Club apologised for the circumstances. It was highlighted that the Club had tried to recruit the two requested data-scouts and that the output for Sportsradar was flawless in the end because the Club could hire an expert assistant (professional handball player) to support the certified data-scout. In match number 4, the certified data-scout was not available due to illness. Furthermore, the Club underlined that it is only the second season participating in the EHF European League and that several issues result from the demanding organisation. Reference was made to the EHFM Club Feedback and the improvement. Finally, the Club guaranteed that two certified data-scouts will be available for the next home match in February. The Club highlighted that a big financial burden results from the participation and kindly asked the Court of Handball to take this into account.

11. No further documents were submitted.

## II. Decisional Grounds

### *Factual Background*

1. After careful examination of all documents submitted in reference to the present case, the following facts are confirmed and undisputed: All of the Clubs of the EHF European League Men 2024/25 home matches were only being scouted by one certified data-scout

2. In registering for the Competition, clubs agree to respect and apply the regulations governing this competition in all aspects.

3. On 3 June 2024, the Club signed the pledge of commitment whereby it is stated that by registering for participation, all entrants accept all applicable conditions, the EHF

Statutes and regulations governing the Competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at the European level.

### *Infringement and Sanction*

4. Article 56 of the EHF European League Regulations (the "Regulations") states:

*"[...] The club must provide two scouts at each home match. Those scouts need to be registered and fully go through a training process (availability of laptop needed) prior to the start of the current season. The knowledge of English language is mandatory for the scouts. The effort to pass the training is estimated to approx. 10 hours (containing of reading through the Tutorial, doing the multiple-choice quiz, getting familiar with the application, completing 3- 4 training matches). [...]"*

5. Article D.2 e) of the EHF List of Penalties clarifies that violations of applicable regulations, manuals, EHF directives regarding Venue Set-Up may be sanctioned as follows:

*"Availability of the required court personnel including time/score keeper and personnel for floor/advertisement set-up and removal: Fine from €500 to €5.000"*

6. Article B.5 of the EHF List of Penalties states concerning Fundamental violations of EHF Statutes and Regulations:

*"Fine from €150 up to €30.000"*

7. The Panel notes that the regulations and the relevant obligations were communicated to the Club prior to the start of the Competition. It follows therefrom that the Club had the clear and express obligation to provide two certified data scouts, as indicated in the Regulations.

8. EHFM highlighted in the correspondence with the Club that two certified data scouts are clearly mandatory and essential for the hosting of EHF European League matches. However, the Club did not follow the clear instructions and recommendations of the EHFM and in the end all four home matches were being scouted by one certified data scout only. Therefore, the Club did not follow the several instructions and interventions of EHFM. Hence, the Club violated the applicable EHF Regulations four times despite warnings of the EHFM. For the sake of completeness, it must be emphasised that the financial situation of a club can never be used as an excuse to violate applicable regulations.

9. The Panel concludes that by only providing one certified data scout for the four home matches, the Club infringed the aforementioned provisions of the Regulations. The fact that the Club did not provide two certified data scouts for four home matches despite several interventions from the EHFM, must be regarded as aggravating circumstance.

10. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.2 e) of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Club a fine of EUR 3.000 (three thousand Euro) for the non-availability of certified data scouts.

11. The Panel believes that the aim of the sanction is to prevent similar infringements from occurring again and that such an aim can also be achieved by suspending part of the sanction since it has a deterrent effect. Hence, and according to Article 17.1 of the EHF Legal Regulations, half of the fine, i.e. EUR 1.500 (one thousand and five hundred Euro), is imposed on a suspended basis for a period of two (2) years starting as of the issuance date of the decision.

12. It must be highlighted that further similar violations of the Regulations could lead to another initiation of legal proceedings and that

the Court of Handball could increase the penalties stipulated in the EHF List of Penalties up to the double amount due to the recurrence, as it is stated in Article 13 of the EHF Legal Regulations.

### III. Decision

**The Club shall pay a fine of EUR 3.000 (three thousand Euro) for the non-availability of certified data-scouts.**

**Half of the fine, i.e. EUR 1.500 (one thousand and five hundred Euro), is imposed on a suspended basis for a period of two (2) years starting as of the issuance date of the decision.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 24 20868 2 1 CoH**  
**30 January 2025**

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In the case against

Federation X

Panel

Sorin-Laurentiu Dinu (Romania)  
 Andre Hommen (Netherlands)  
 Urmo Sitsi (Estonia)

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*Transfer between Federations*

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**I. Facts**

1. On 28 August 2024, the EHF noticed that the National player, Player Y (the “Player”) has been released from the Federation X... (the “Federation”) to the Federation Y.... No previous transfer to the Federation was registered in the EHF database.

2. On 5 September 2024, the Federation informed the EHF that the Player came to Country X but got injured and that her new club did not proceed with the transfer as the Player would be injured for approximately one year. During this period, the Player received a social security number in Country X, which allowed the player to be registered into the national sports system. In the following, the player was automatically included in the sports system of the Federation. It was concluded that the player was not eligible to play in National Team X.

3. On 11 September 2024, the EHF requested the initiation of disciplinary proceedings against the Federation in accordance with Article 28.6 of the EHF Legal Regulations with regard to a offense relating to transfers between federations.

4. On 12 September 2024, the EHF Court of Handball officially informed the parties on the

opening of disciplinary proceedings against the Federation on the basis of the claim filed by the EHF. The Federation was invited to send a statement to the court along with any documents it may deem relevant. The composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties in the same letter.

5. On 27 September 2024, the EHF noticed that Player Z from Country Z was supposed to be transferred from National Team X to National Team Z. However, the EHF’s database did not show a registration or transfer to National Team X.

6. On 3 October 2024, the Federation highlighted potential issues regarding international transfers resulting from the issuance of a Country X social security number and the registration at Country X’s association for all sports.

7. On 4 October 2024, the EHF requested the extension of the disciplinary proceedings as both transfer offenses are clearly connected.

8. On 7 October 2024, the EHF Court of Handball officially confirmed the extension and informed the Federation about the procedural adaptation.

9. On 30 October 2024, the Federation sent an official statement that may be summarised as follows. The Federation acknowledged the basic claim that the Federation violated the IHF Regulations for Transfer between Federation and the IHF Player Eligibility Code. It was highlighted that the Federation conducted an investigation and found a flaw in the database of national athletes which is operated and maintained by the National Sports Confederation. Due to the flaw, it was possible that foreign athletes were registered in a way that they appeared to be citizens. Both players received Country X’s social security numbers and were therefore imported to the Federation’s registry in the same way as first time citizens are. This made

it possible for the clubs to use the players in games without any notification to the Federation. The Federation is currently working together with the National Sports Federation to solve this issue. Furthermore, the two former clubs of Player Y and Player Z are under investigation. Both clubs should have known that an international transfer was needed. If the Federation would have been aware of the status of both players, they would not have been permitted to play until an ITC had been issued. Finally, the Federation ensured that similar cases will be prevented in the future.

10. No further documents were submitted by the Parties.

## II. Decisional Grounds

### *Factual Background*

1. After careful examination of all documents submitted in reference to the present case, the following facts are confirmed and undisputed: The Federation failed to report the transfer of the Player Y to Country X; A playing permit was issued for Player Y by the Federation; The Federation failed to report the transfer of the Player Z to Country Y; A playing permit was issued for Player Z by the Federation.

### *Infringement and Sanction*

2. The IHF Regulations for Transfer Between Federations (the “Regulations”) apply to all international transfers.

3. Article 2 §1.2 of the Regulations, i.e. International Transfer Certificate, states as follows:

*“Any transfer between federations shall be valid only upon issuance of a completed and legally signed official International Transfer Certificate that has been confirmed by: the IHF (in case of transfers between continents); the IHF and the Continental Confederation*

*concerned (in case of transfers within a continent).”*

4. Article 2§2.1 of the Regulations states as follows:

*“Any player who is or was eligible to play for another federation's club shall be granted eligibility to play for another federation's club only if the new federation is in possession of an International Transfer Certificate issued by the releasing federation concerned and confirmed by the IHF and the Continental Confederation concerned.”*

5. Article 2§3.1 of the Regulations states as follows:

*“The right to request the necessary International Transfer Certificate shall be reserved for the National Federation one of whose clubs a player wishes to join. The request shall be addressed to the National Federation being in possession of the transfer rights. On the same day, a copy of such request shall be sent: to the IHF (in case of a transfer between continents); to the IHF and to the Continental Confederation concerned (in case of a transfer within a continent).”*

6. Pursuant to Article 12.1 of the EHF Legal Regulations:

*“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”*

7. Article 13 of the EHF Legal Regulations states as follows:



*“13.1. The administrative/legal bodies may increase (up to double unless expressly otherwise provided in the List of Penalties) the penalties provided in the List of Penalties and the Catalogue of Administrative Sanctions in case of a recurrence of the infringement.*

*13.2. Recurrence occurs if penalties/measures have to be imposed again within five years of a previous offence of a similar nature. Recurrence counts as an aggravating circumstance.”*

8. According to Article E.3, i.e. Reporting Transfer, of the EHF List of Penalties:

*“Failure to report completed transfers to the EHF (penalty imposed on receiving federation): Fine up to €750; First recurrence of infringement: Fine up to €2.250; Any further recurrences: a fine up to €7.500”*

9. In accordance with Article E.4, i.e. Illegal issuing of playing permits, of the EHF List of Penalties:

*“Illegal issuing of playing permits by the federation: Fine up to €7.500 / Exclusion/Suspension of up to 3 years.”*

### III. Decision

**The Federation shall pay a fine of €750 (seven hundred and fifty Euro) for having failed to report the complete transfers of Player Y to the EHF.**

**The Federation shall pay a fine of €2.500 (two thousand and five hundred Euro) for having illegally issued a playing permit to Player Y.**

**The Federation shall pay a fine of €1.000 (one thousand Euro) for having failed to report the complete transfers of Player Z to the EHF.**

**The Federation shall pay a fine of €1.000 (one thousand Euro) for having illegally issued a playing permit to the players.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 25 20891 3 1 CoH**  
**20 February 2025**

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In the case against

Player X

Panel

Sorin-Laurentin Dinu (Romania)  
Shlomo Cohen (Israel)  
Alan Grima (Malta)

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*Direct Disqualification*

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**I. Facts**

1. On 15 February 2025 the EHF European Cup Men match: Club X... vs. Club Y... took place (the “Match”).

2. At the 50”35 minute of the Match, the player n°XX of Club X (the “Club”), i.e. Player X (the “Player”), was directly disqualified.

3. On the same day, the EHF Referees of the Match reported that the Player was directly disqualified because of an intense tackle and a hit into the face of the opponent player. Therefore Rule 8.5 of the IHF Rules of the Game was applied.

4. On 17 February 2025, the EHF requested the opening of disciplinary proceedings against the Player in accordance with Article 27.2 of the EHF Legal Regulations.

5. On 17 February 2025, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court. The composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties in the same letter.

6. On 18 February 2025, the Club and the Player provided the Panel with a statement which can be summarised as follows. The Player tried to get the ball and his arm touched the opponent player unintentionally.

7. No further documents were submitted by the parties.

**II. Decisional Grounds**

*Assessment of the situation*

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However, the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a player’s conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 55”35 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

2. The decision whether a player’s action should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the EHF Court of Handball’s sole discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

3. The Panel has carefully examined and evaluated all documents and the video of the Match.

4. On this basis the Panel observes that at the 50”35 minute of the Match the referees decided to directly disqualify the Player due to a hit into the opponent player’s face in the context of an intense and unexpected tackle while the respective player was running with high speed.

5. It can be observed that the Player was running towards the opponent player and hit him in a dangerous and severe manner. The foul is not considered as a normal foul in the course of a match but as a deliberate and reckless action as the opponent had his back turned towards the Player and therefore could not protect himself.

6. Fouls like the above described are considered as intentional and particularly dangerous. Consequently, the Panel finds that the Player's conduct meets the characteristics of an unsportsmanlike conduct deserving further sanction.

7. In light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Articles 12.1, 12.2 15.1, 16.1 a), 16.2 of the EHF Legal Regulations and Article B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Player a one (1) match suspension from participation in EHF Club Competitions.

8. Finally, taking into consideration the window frame remaining until the next match of the competition as well as the nature of the conduct and in order to ensure the superior interest of the competition, as well as its balance and fairness, the EHF Court of Handball hereby decides that any appeal against the present decision shall not have any suspensive effect.

## II. Decisional Grounds

**The Player is suspended from the participation in EHF Club Competitions for one (1) match.**

**The Player is therefore not entitled to participate in the next EHF European Cup Men 2024/25 match to be played on 22 February 2025 against Club Z.**

**Any appeal against the present decisions shall not have any suspensive effect.**

**During the exclusion, the Player has the right to enter the playing hall as spectator but shall not participate in any match preparation activity, shall not enter any official area (player's entrance, dressing rooms, player's routing, playing court, playing court surrounding arena, media and VIP arena) nor be in contact with players and/or official of its club (neither directly nor via electronic means).**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n° 25 20894 4 1 CoH**  
**17 April 2025**

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In the case against

Club X

Panel

Ioannis Karanasos (Greece)  
Andre Hommen (Netherlands)  
Shlomo Cohen (Israel)

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*Unauthorised Advertisement*

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**I. Facts**

1. On 22 February 2025, the EHF European League Women 2024/25 (the “Competition”) – Round 6 match: Club X... vs. Club Y... (the “Match”) took place.

2. Following the Match on 22 February 2025, the EHF Marketing GmbH (“EHFM”) reported that Club X (the “Club”), the host, violated several provisions of the applicable EHF European League Women 2024/25 Regulations (the “Regulations”). The Club used unauthorized advertising spaces for promotional purposes. Moreover, more than the eight nominated sponsors were present in the playing venue and four visible brands had not been officially nominated as sponsors by the Club.

3. On 5 March 2025, the EHF requested the opening of disciplinary proceedings against the Club in accordance with Article 28.6 of the EHF Legal Regulations for violation of the Regulations. The EHFM’s Club feedback and sponsor lists were enclosed to the EHF statement of claim.

4. On 11 March 2025, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the claim filed by the

EHF. The Club was invited to send a statement to the court along with any documents they may deem relevant. The composition of the Court of Handball panel (the “Panel”) nominated to decide the case was communicated to the parties in the same letter.

5. On 20 March 2025, the Club sent a statement of defence which may be summarised as follows. Due to the extremely short planning and implementation period, the organizational unit was overwhelmed. Both the logistical structure and the associated costs revealed significant limitations in feasibility. In an effort to enhance the overall fan experience and increase the appeal of the Match, certain aspects were deprioritized. With nearly 10,000 fans in attendance, the event still generated a strong non-monetary advertising impact, benefiting both the EHF and the sport of handball. The Club acknowledges and apologizes for the incidents that occurred and is committed to ensuring such issues will not happen again.

6. No further documents were submitted by the Parties.

**II. Decisional Grounds**

*Factual Background*

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incidents during the Match is confirmed and undisputed: The Club had used unauthorised advertising positions for advertisement; More than the eight nominated sponsors were present in the playing venue; Four of the visible brands were not nominated by the Club.

2. In registering into the Competition, clubs agree to comply with the obligations set forth in the applicable regulations.

3. On 22 May 2024, the Club signed the pledge of commitment whereby it is stated that by registering, entrants accept all

applicable conditions, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball at European level.

#### *Infringements and Sanction*

#### 4. Article 18.2 of the Regulations states:

*“The venue shall be available at least 24 hours prior to the respective match in order to install the official flooring system, the EABS and the branding of the arena according to the given guidelines. Furthermore, the playing hall must be free from any unauthorized advertisement six (6) hours before the respective match (see chapter XV. Marketing Rights and point 93.2). Any exceptions to these rules are subject for approval by the EHF/M. Additional costs arising due to a delay in the hall availability must be covered by the home club.”*

#### 5. Article 88.3 of the Regulations states:

*“[...] The home club is responsible and is held liable for the correct implementation of the advertising set-up (incl. EABS) and the clear visibility of all TV relevant advertising areas in the playing hall throughout the entire match. In case the correct implementation of the advertising set-up and clear visibility of all TV relevant advertising areas is not given, the responsibility for all arising recourse claims is with the respective club. [...]”*

#### 6. Article 85 of the Regulations provides as follows:

*“The EHF is the original, exclusive, absolute legal and beneficial right holder of all Marketing Rights relating to the EHF European League Women and is therefore exclusively entitled to assign such rights to third parties. [...]”*

*The advertising set-up defined hereunder shall be implemented during each EHF European League Women match. Therefore the playing*

*hall shall be free from*

*any unauthorized advertisement six (6) hours before the respective EHF European League Women match (see points 18.2 and 93.2). This includes the playing court and its surrounding area, the VIP room(s), the press conference room, the media room as well as the spectators’ areas. [...]*

*Any specific instructions from the EHF/M and/or respectively the EHF Marketing Supervisor, if nominated, shall be implemented by the clubs. Any exceptions are subject to written EHF/M approval.”*

#### 7. In addition, Article 93.2 of the Regulations states as follows:

*“A unified EHF European League Women branding implies that advertising, banners or signage other than those authorized in the present regulations and/or by EHF/M and those related to security measures (e.g. exit signs) shall not be visible in the playing hall within the frame of EHF European League Women matches. Clubs shall therefore remove or cover any unauthorized advertising (e.g. unapproved club and/or arena partners), banners or other signage (e.g. letters, slogans, commercials) present in the playing hall with neutral branding or solid dark-coloured material (see point 85). [...]”*

*93.2.2 Scoreboards, video cube, fascia boards, additional LED boards In case scoreboards, video cubes, fascia boards and/or additional LED boards are situated in the venue, it must be totally free from advertising. In case the advertising cannot be removed, it must be covered with neutral material. [...]”*

*Such boards may not be in use for commercial and promotional purposes during the match (e.g. players pictures and presented by claim or logo of a club/arena sponsors/partners when a goal is scored).”*

#### 8. Further, the advertisement requirements on the Competition venues had previously been specifically communicated to the Club as per EHFM Club Feedback sent to the Club after Round 1 and 4.

9. It follows therefrom that the Club had the clear and explicit obligation to implement the advertising set-up as defined in the Regulations. However, the Panel noted that the playing hall was not free from advertisement and that no exception was granted by EHFM. Hence, by not ensuring that no additional advertising than those authorised were visible in the playing hall, the Club violated its obligation and is therefore subject to sanctions in accordance with Article 6.1 of the EHF Legal Regulations.

10. Hence, and in light of the abovementioned elements, the Panel concludes that by displaying unauthorised advertising in the playing hall within the frame of the Matches, the Club has breached the aforementioned regulations and must therefore be consequently sanctioned.

11. Article D.1 a) of the EHF List of Penalties states that with regard to marketing, advertisement and media, violations of the applicable Regulations, manuals, EHF directives may be sanctioned as follows:

*“Advertisement set-up and use in the playing hall and related areas: Fine from €500 to €50.000”*

12. In accordance with Article 6.1 of the EHF Legal Regulations, infringements of regulations are subject to sanction, within the frame provided especially in Article D.1 a) of the EHF List of Penalties in the present case which provides with a range of fines comprised between €500 (five hundred Euro) and €50.000 (fifty thousand Euro).

13. As per Article 12.1 of the EHF Legal Regulations, the EHF Court of Handball shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances.

14. It must be highlighted that the Club committed several violations of the applicable

Regulations, i.e. LED

boards were used for club sponsor's advertising, six sponsors which were not nominated by the Club were implemented on the floor stickers respectively shown on the EABS. The Panel considers the multiple violations as aggravating circumstance.

15. Based on the foregoing, and pursuant to Articles 6.1, 12.1, and 14.1 of the EHF Legal Regulations, as well as Article D.1 a) of the EHF List of Penalties, the Panel decides to impose on the Club a fine of €10,000 (ten thousand Euro).

### III. Decision

**The Club shall pay a fine of €10,000 (ten thousand euros) for having displayed unauthorised advertising in the playing hall within the frame of the Match.**



**EHF COURT OF APPEAL**  
**Decision**  
**Case n° 22 20772 3 2 CoA**  
**13 January 2023**

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In the case against

Club Y

Panel

Nicolae Vizitiu (Moldova)  
Robert Czaplicki (Poland)  
Ketevan Koberidze (Georgia)

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*Refusal to play a match*

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**I. Facts**

1. The second leg of the EHF European Cup Men 2022/23 (the “Competition”) between the Club X... against the Club Y... (the “Club”) was initially scheduled to be played on 10 December 2022 (the “Match”). Disciplinary proceedings were opened against the Club for having refused to play the Match.

2. On 21 December 2022, a decision was rendered by the EHF Court of Handball (the “Decision”) according to which:

*“The result of the match Club X against Club Y is 10:0 goals and 2:0 points. A fine of €7,500 (seven thousand five hundred Euro) is imposed on the Club. Club X is therefore qualified for the next round of the EHF European Cup Men 2022/23. The Club shall reimburse all damages and costs arising to the participants, the organiser, the EHF and/or their contractual partners upon proof of those damages and costs.”*

3. On 27 December, the Club lodged an appeal against the aforementioned decision (the “Appeal”) for which proceedings were opened on 2 January 2023. The letter also included a deadline to provide further information if wished and the entire file of first instance was enclosed. The composition of the EHF Court of

Appeal nominated to decide upon the case (the “Panel”) was also communicated in letter dated 4 January 2023.

4. The Club considered that the Decision is based on missing factual realisation (level of completion), contrary to Article 66 of the EHF Cup Men & Women – Season 2022/23 Regulations (the “Regulations”), by failing to assess the second leg or the situation with regard to security in Country X and to expressly confirm the Match.

5. The Club claimed that it complied with its statutory duty of care towards its employees according to the national labour law, therefore it was impossible that the Club violated the EHF regulations, by refusing to travel to Country X, since these regulations are always interpreted within the framework of the respective national laws and may not contradict them.

6. The Club further claimed that if the Court of Appeal disagrees with the Club’s allegations, significant mitigating factors should be taken into account, as the violence of Club X’s fans, i.e. their right-wing extremist fans; the failure of the EHF to present a safety concept to the Club or explain to the Club the consequences of “non-attendance”; the urgency of the situation, i.e. the fact that Club had no possibility to wait for any security concept and, that the Club has many young players whose families were appalled by the violence; solely thanks to the diligence and actions of the Club, European handball has not suffered greater damage; Club X was only fined a partially conditional fine and with only two games to be played behind closed doors; the Club has to bear the considerable cost of the police operation, which amounts including fines would be rated higher than against the actual perpetrators; the Club’s concerns about the safety of its players and officials are being ignored by the EHF Court of Handball; the correspondence with the EHF were completely disregarded or rated as “untrue” in the Decision without further investigative steps.

7. Based on these facts, the Club requested the EHF Court of Appeal to set aside the Decision and set the score of the second leg 10:0 in favour of the Club and/or exclude Club X from the competition so that the Club is qualified for the next round, or alternatively to allow the second leg to be played on neutral ground and to reduce the amount of the fine imposed or to impose it on a suspended basis for a probation period, due to the minor fault or significant mitigating reasons.

## II. Decisional Grounds

### *Assessment of the Factual Situation*

1. After having thoroughly examined and reviewed all documents provided within the course of the case, it was confirmed and undisputed that the Club informed the EHF of its decision not to travel to Country X to play the Match; the Match was not played.

### *Legal Bases*

2. The Club duly registered to participate in the Competition. According to the Pledge of commitment contained in the registration form:

*“By registering for entry, all participants in the EHF European Cup take note of the conditions governing the competition and expressly undertake to observe applicable Rules and Regulations. At the request of the EHF an acknowledgement and pledge of commitment in this regard, signed by the responsible/authorised signatory of the club (official form), shall be sent to the EHF. A copy of the paper shall be provided to the competent National Federation.”*

3. Following to Article 12 of the EHF Legal Regulations:

*“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in*

*the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”*

4. Following to Article 66 of the Regulations:

*“By entering the EHF European Cup, a club agrees to enter all rounds resulting from the match system. A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points. Any withdrawal after the official entry date of the competition (28 June 2022 – women resp. 05 July 2022 men at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties. Failure to play a match which, after an evaluation of the respective situation, was explicitly confirmed, is regarded as a withdrawal (“Force Majeure” situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties. A situation is considered as “Force Majeure” only if the situation resp. the circumstances of the situation occurred only after the explicit confirmation of the match by the EHF and if the situation resp. the circumstances of the situation could not be envisaged at the time of the explicit confirmation of the match by the EHF.”*

5. Article B.7 of the EHF List of Penalties provides for the following sanctions in case of abandonment of a match through a fault attributable to a team (national or club team):

*“Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: from €3.750 to €25.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners”.*

6. Article B.8 of the EHF List of Penalties states that failure to play a match through a fault attributable to a team (national or club team) may be sanctioned as follows:

*“Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners.”*

7. Article B.9 of the EHF List of Penalties states the late arrival at the venue by a team (national or club team) – match played may be sanctioned as follows:

*“Fine: up to €20.000 / Payment of all damages and costs arising to its opponents, the EHF and/or their contractual partners.”*

8. Following to Section C and C.2. of the EHF List of Penalties:

*“Any withdrawal from the EHF competition by registered (national/club) team shall be regarded as a forfeit and shall carry the following sanctions, additionally to the forfeit of the entry fee to the credit of the EHF. Payment of all damages and costs arising to the participants, the organiser, the EHF, and/or their contractual partners may additionally be ordered. [...] Other EHF club competitions After announcement of the competition: Fine from €5.000 up to €10.000 After the first draw of the competition: Fine from €10.000 up to €25.000 7 Suspension / Exclusion from entering EHF club competitions for a minimum of 1 season and up to 2 seasons.”*

9. Article 12 of the EHF Legal Regulations provides as follows:

*“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall objective and subjective elements of the case as well as all mitigating and aggravating circumstances,*

*within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”*

### **The Court’s Assessment**

10. After having examined all documents provided within the course of the case, the Panel finds that the Club had the obligation to travel to Country X to play the second leg, since the EHF did not deliver any messages to the Club or rendered any decision that would provide for otherwise. Furthermore, there was no restriction that would justifiably prevent the Club’s players from travelling to Country X.

11. The Panel agrees with the interpretation of the EHF Court of Handball with regard to the assessment of the Club’s decision not to travel to Country X, assimilating the latter to a refusal to play the Match. Indeed, the Panel considers that the Match did not have to be confirmed, as it was initially scheduled to be played on 10 December 2022.

12. In addition, the Panel finds that the national labour law cannot lead to any different decision in this case. While the Panel notes the statutory duty of care behalf of the Club, it recalls that the Club also had the obligation to comply with the Regulations it had committed itself to respect when registering into the Competition, and that these two (2) obligations are not incompatible. In this respect, the Panel concurs with the first instance’s ruling that such decisions ought to be undertaken by the EHF as the body responsible for the organisation of the Competition, as well as for the safety and security of its participants, and not the Club to take justice into its own hands. Therefore, the Panel considers this argument to be irrelevant.

13. Furthermore, the EHF Court of Appeal disagrees with the Club’s argument that the EHF did not inform the latter on the consequences of its refusal to play. Indeed, the Panel believes that the Club has received

the Competitions' regulations in due time and should be aware of the obligations it has undertaken to fulfil by signing the abovementioned pledge of commitment without being recalled to do so.

14. Moreover, with regard to the Club's additional arguments on mitigating factors, the Panel determines as follows. Club X's ignorance of the fact, that its fans intended to use violence at the match in the first leg should not affect its intention and promises to ensure the protection of all players and participants at the match in the second leg. Therefore, this argument and the ethnic background of the Club's players is irrelevant in the present case.

15. Finally, regarding the Club's argument that the EHF Court of Handball has issued a decision in disregard of the correspondence between the Club and the EHF, the Panel understands that the first instance body has assessed the facts chronologically. Indeed, the Club has informed the EHF of its refusal to travel to Country X to play the Match on 5 December 2022, and the EHF informed the parties on 7 December 2022 of the postponement of the Match. Therefore, the Panel also confirms that the Match was suspended further to and based on the Club's decision as not travel to Country X and that the latter would be suspended until a decision was taken by the EHF legal bodies, following the establishment of a violation of the Regulations constituted by the Club's refusal to travel to Country X.

16. Hence, the Panel finds that the Decision is correct and proportionate in view of the seriousness of the violation at issue, namely the refusal to play a confirmed match, but weighted by the mitigating circumstances recognised by the EHF Court of Handball. As demonstrated above, the Panel finds no circumstances to justify the Club's decision not to play the Match. Thus, the Panel agrees with the first instance decision that considered all objective and subjective elements of the present case.

17. In the light of the foregoing, the Panel found the decision of EHF Court of Handball upheld and the appeal of the Club rejected.

### III. Decision

**The appeal filed by the Club dated 27 December 2022 is dismissed and the decision of the EHF Court of Handball n°22 20772 3 1 CoH is upheld.**

**A fine of €7,500 (seven thousand five hundred Euro) is imposed on the Club.**

**Club X is therefore qualified for the next round of the EHF European Cup Men 2022/23.**

**The Club shall reimburse all damages and costs arising to the participants, the organiser, the EHF and/or their contractual partners upon proof of those damages and costs.**

**Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be credited to the EHF.**

**EHF COURT OF APPEAL**  
**Decision**  
**Case n° 23 20796 3 1 CoA**  
**25 September 2023**

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In the case against

Club Y

Panel

Markus Plazer (Austria)  
Robert Czaplicki (Poland)  
Ilona Tordai (Hungary)

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*Unsportsmanlike and Dangerous Behaviour*

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**I. Facts**

1. The second leg of the EHF European Cup Men 2022/23 (the “Competition”) – Last 16 match between Club X... and Club Y... (the “Club”) took place (the “Match”) on 18 February 2023.

2. On 15 February 2023 the Club requested 100 tickets for their away supporters. This request was made 3 days prior to the match concerned and after consultation with the police Club X allowed only 50 fans of the away team to enter the venue.

3. On 16 February 2023 the Secretary General of the Club informed the opposing club that 100 supporters – according to him most of them students studying in Europe - are going to come to the game. He made various proposals how to accommodate the away supporter in the hall, but the officials of Club X insisted on the agreed number of 50 away fans.

4. Approximately 150 supporters of the Club – most of them masked and visible drunk – attempted to enter the playing hall. A few spectators engaged in violent behaviour, which they maintained throughout the game. Eventually, the fans of the Club demolished

the arena's surroundings  
and some of the sporting facility.

5. On the same day, the EHF delegate reported several incidents concerning the Club’s supporters resulting to an interruption in the 9<sup>th</sup> minute of the Match. Between 20 and 30 supporters of the Club broke the glass door to the arena and forced their way inside. Once inside, they activated fire extinguishers in the corridor from the entrance to the hall, and the police and security had to intervene. The violent behaviour culminated in throwing of trash cans and fights with the police and the venue’s security. Five policemen were eventually injured, one of them suffered a broken arm. The damages for Club X were defined with EUR 5.700 (five thousand and seven hundred). This includes damages of third parties, such as the local police.

6. The Club was previously involved in violent behaviour of supporters. On 4 December 2022, the EHF European Cup Men 2022/2023 Round 3 the Club hosted a match against Club Z... in their home arena.

7. The EHF Court of Handball decided that the Club has to pay a fine of EUR 10.000 (ten thousand Euro) for the improper and dangerous behaviour of its supporters. Based on the security information at the home venue, the home game of the Competition’s Last16 match on 11 February 2023 had to be played without spectators based on the security act of the EHF.

8. Regarding the Match, on 4 July 2023, based on the EHF delegate’s report, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Club, with regard to unsportsmanlike and dangerous behaviour of its supporters during the Match.

9. On 4 July 2023, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the claim filed by the EHF. The



Club was invited to send a statement to the Court along with any document it may deem relevant.

10. On 28 July 2023, the Club sent an official statement that may be briefly summarised as follows. The Club never asked for 100 tickets for their supporters nor any other number of tickets. The Club had only been unofficially informed that some supporters of the Club want to travel to the location of the match and watch the Match. The President, General Secretary and the Legal Advisor of the Club tried to find a solution for the issue of the Club's supporters' presence and their entry to the arena. After the start of the Match a small group of the Club's supporters tried to enter the sporting venue and tension was caused with the security staff. The Club's representative and players – together with the local police – intervened and normalised the situation, managed to calm down the atmosphere and asked the supporters to leave. It was highlighted by the Club that no arrests or complaints were made by the police.

15. In the following, a decision was rendered by the EHF Court of Handball on 24 August 2023 (the "Decision") according to which:

*"the Club shall be suspended from the participation in EHF competitions for two (2) seasons following spectators' incidents of spectators organized by the Club, violence and physical attacks leading to injured persons, damage and destroyed infrastructure, a general improper and dangerous behaviour of the persons involved. Half of the suspension is awarded on a suspended sentence basis deferred with a probationary period of four (4) years, starting as of the date of the decision.*

*The Club shall pay a fine of EUR 40.000 (forty thousand).*

*The Club shall pay damages in the amount of EUR 5.700 (five thousand and seven hundred) to club X.*

*The consequences of the decision at hand do not have any suspensive effect."*

16. On 31 August 2023, the Club lodged an appeal against the aforementioned decision (the "Appeal") for which proceedings were opened on 01 September 2023. The composition of the Court of Appeal nominated to decide upon the case (the "Panel") was communicated in letter dated 01 September 2023.

## **II. Position of the Club**

1. The following is the summary of the Federation's submission

2. Violence or unsportsmanlike conduct  
Violence or unsportsmanlike conduct was never organised or encouraged by the Club. The Club was convinced that the decision was unprecedented, harsh and devastating to the Club at all levels, i.e. competitively and financially and would cause irreparable and disproportionate damages. Taking into consideration the behaviour of the Club's president from two years ago is a ground for the Club to believe that it was treated disproportionately. Indeed, the Club suffered mistreatment by the referees, problems during the transport to the arena and an entry ban in the context of the match between Club V and the Club. Nevertheless, the official complaints were never investigated by the EHF.

3. According to the Club, the Club did not organise or contribute the travelling of the fans to the location of the Match. The Club's officials were scarcely informed of fans coming all over Europe, hence the Club could not fulfil the usual procedure. In this context, the Club rejects the Court of Handball's conclusion that the Club spread misinformation because the Club did not have the necessary information.

4. The Club states that test of proportionality has not been met by the Court of Handball,



because the sanctions imposed on the Club was clearly disproportional and couldn't be justified. Prohibiting a club to play in EHF competitions for one year, especially after this club has already made its plans and budget for the season, is totally disproportionate. Moreover, disciplinary proceedings were not opened before July 2023, i.e. 5 months after the Match, what underlines the disproportionality. It is a well-established principle that associations have to act as fast as possible in the initiation of disciplinary proceedings which might affect the accused party, a club or an athlete. The EHF acted in total breach of this obligation and the Club will not be able to comply with its contractual obligations towards its players and employees.

5. The Club admitted that the incidents in the location of the Match must be eradicated from the sport, however destroying a club with a severe and unprecedented penalty for events that the Court of Handball previously penalised differently, is direct disproportionate, unjust and does not satisfy the requirement of proportionality for the second time after the penalty imposed on the Club after the game against Club Z. Furthermore, the timeframe of the proceedings and the penalty by the Court of Handball is unjust and not in line with Fair Play and the ethics of the sport.

6. The Club was informed on disciplinary proceedings on 4 July 2023 and the decision was made in August 2023, i.e. more than six months after the Match. In the meantime, on 18 July 2023, the draw for the 2023/24 European Cup took place and it was found that the Club will play against Club E. As a result of this draw the Club took various actions in order to prepare for the new season. These preparations were the signing of numerous players with expensive contracts, the participation in an international tournament which cost around EUR 20.000,-- and a preliminary Double Match Agreement with club E.

7. According to the Club.

The Club's suspension from the EHF European Cup is therefore not only disproportionate and unjust, but deferred as well, due to even greater financial damages than the penalty of EUR 40.000,--.

8. Finally, the Club highlighted that the Club has a hundred and twelve years of history, has participated in hundreds of European Competition games in all sports and has always showed a high degree of ethics and sportsmanship. The Club does not support and condone the events occurred in the location of the Match and believes that any form of evidence must be eliminated from all games whatever the sport. However, it is also the Club's opinion that it is treated unequal in relation to other teams. The Club wants to be part of the EHF and wants to help the sport of handball evolve and flourish. The Club is in connection with investments in six clubs in the national league with both men and youth teams. The Club urges the EHF Court of Appeal to take all the mentioned facts and statements of the Club into account before the final adjudication.

### **III. Decisional Grounds**

#### ***Assessment of the factual situation***

After having thoroughly examined and reviewed all documents provided within the course of the case, the Panel finds that the following facts, as already established by the EHF Court of Handball, are confirmed and undisputed; An altercation of a limited physical intensity resulting in bodily harm for, at least, five (5) persons involved in the organisation of the Match; Parts of the sporting venue and the surrounding area were destroyed; The misconduct led to damages in the amount of EUR 5.700 (five thousand and seven hundred) for Club X. This including damages of third parties like the local police; The incidents led to the Match being interrupted; The Match could be played until its end; The incident happened only two (2) months after a previous penalty against the

Club. Neither a fine, nor a security act led to the desired improvements in terms of the behaviour of the Club's fans.

### **Legal Bases**

1. In registering for the Competition, clubs agree to respect and apply the regulations governing this competition in all aspects.

2. On 20 June 2022, the Club signed the pledge of commitment whereby it is stated that by registering, entrants accept all applicable conditions, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball at European level.

3. Paragraphs 2 and 14 of the EHF Code of Conduct agreements signed by all clubs entering the EHF European club competitions including the EHF European League Men states as follows:

*"Clubs shall display courtesy and respect toward the opposing team, the EHF and its officials as well as EHF Partners and other EHF related organizations and persons."*

*"Clubs shall ensure that this Code (and other relevant information) is provided to all club related persons."*

4. According to Article 2, Chapter II of the EHF European Cup Men & Women – Season 2022/23 Regulations (the "Regulations"):

*"The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties [...] Respect all participants (players, officials, spectators, media representatives, etc.) Promote the spirit of sportsmanship [...]"*

*participate in a correct and sportsmanlike way [...]."*

5. Article 24 of the Regulations provides as follows:

*"The clubs and national federations are responsible for the conduct of their players, officials, members (any person exercising a function on their behalf at a match), and fans."*

6. According to Article 28 of the Regulations:

*"Additionally, the club must provide further personnel in the following fields and – during the event – under the responsibility of the above-mentioned persons:[...] - Travelling fans"*

7. Article 39.2 of the Regulations highlights that:

*"The complete number of tickets must be ordered by the guest club in writing not later than ten (10) days before the match. If no order for tickets is received by date, the tickets may be sold by the home club without any restrictions."*

8. Article 90 of the Regulations reads as follows:

*"[...] Security concerns: the guest club representative provides information about potential sources of danger and special characteristics of the guest club fans and announces the end chosen [...]"*

9. Article 5.3 of the EHF Rules on Safety and security Procedure provides as follows:

*"The visiting team may be held responsible for the conduct of those of its fans who are seated in the visitors' seating area organised by the visiting team. The EHF may take action and impose sanctions."*

10. Point 5 of Enclosure 1 of the EHF Rules on Safety and security Procedure establishes as follows:

*“Security concerns: the visiting team’s delegation head provides information about potential sources of danger and special characteristics of the visiting team’s fans and announces the end chosen”.*

11. According to Article 2.2 of the EHF Legal Regulations:

*“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”*

12. Article 6.1 of the EHF Legal Regulations states as follows:

*“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction.”*

13. Article B.2 of the EHF List of Penalties deals with disciplinary offences following unsportsmanlike conduct before, during or after a competition and/or an EHF activity. Violations of the applicable Regulations may be sanctioned as follows:

*“Suspension/Exclusion up to 1 year / Fine: up to €15.000.”*

*“If act of violence / severe unsportsmanlike conduct: Suspension/Exclusion up to 4 years / Fine: up to €80.000”*

14. Article 8 of the EHF Legal Regulations states:

*“Damage sustained as a result of infringement of Regulations including the withdrawal of*

*teams or replays may be recovered from the offending party by claiming damages.”*

#### IV. Decision

**The appeal of the Club, dated 31 August 2023, is rejected.**

**The first instance decision of the EHF Court of Handball n°23 20796 3 1, dated 24 August 2023, is upheld.**

**Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of EUR 1.000 paid by the Appellant shall be credited to the EHF.**

**EHF COURT OF APPEAL**  
**Decision**  
**Case n° 23 20809 2 1 CoA**  
**1 August 2024**

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In the case against

Club X

Panel

Markus Plazer (Austria)  
Milan Petronijevic (Serbia)  
Izet Gjinovci (Kosovo)

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*Withdrawal from the Competition*

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**I. Facts**

1. On 1 August 2023, Federation X (the “Federation”) sent the final ranking of the national competition to the EHF. In this ranking the team Club X (the “Team”) was ranked second on the men’s side.

2. On 2 August 2023 the Team sent an email to the Federation and expressed its interest to participate in the EHF Beach Handball Champions Cup 2023 (the “Competition”) if any extra places would be available.

3. After the cancellation of a team, the EHF Office contacted several teams ranked second in the National Championships. The aim was to find a potential interested substitute team. The next step would have been to contact the respective National Federation, as registrations are only made by the Federations.

4. On 22 August 2023, the EHF contacted the Team as it was second ranked in the national competition. The email was sent to the Team’s previous – and in the EHF system still registered – main contact of the Team.

5. In the following the Federation asked for clarification and the EHF confirmed the available spot. In this context a formal

confirmation regarding the Team’s participation was requested from the Federation.

6. On 23 August 2023, the Federation contacted the Team via its official email. The Federation told the Team about the free spot, asked whether the Team wants to participate, highlighting that a deposition of EUR 2.200 to the Federation’s bank account has to be made within one week.

7. On 24 August 2023, the EHF Office asked the Federation for feedback, due to the tight deadline. The EHF Office requested a response till the next day at 10:00, highlighting that otherwise the free spot will be offered to another team.

8. On 25 August 2023, the Federation called the team and underlined that the Teams response is needed. In the phone call the Team accepted its participation. On the same day, the Federation confirmed via email the participation of the Team in the competition. The Team was therefore registered for the Competition. The EHF confirmed the registration on the same day via email. The obligatory deposit payment of EUR 2.000 was taken from the Federation’s EHF account upon their request.

9. On 28 August 2023, Team Info 1 was communicated to all participants. The Team was highlighted in the Competition Schedule and this information contained the rules for the accommodation’s cancelation policy. It was stated that 1 September 2023 is the deadline for the submission of the EHF Code of Conduct and the Arbitration Agreement. Furthermore, 15 September 2023 was highlighted as the deadline for the 50% payment for the accommodation.

10. On 4 September 2023, the Team sent the signed EHF Code of Conduct and the Arbitration Agreement to the EHF.

11. On 7 September 2023, the Team was requested to contact Federation Y and the

Organising Committee regarding the accommodation booking and payments. The Team replied that it needs one three room apartment and one two room apartment.

12. The Team did not comply with the deadline for the accommodation payment and also the Preliminary Delegation list deadline was not fulfilled.

13. Federation Y and the EHF Office sent several reminders to the Team asking for a prompt action, providing also the consequences in case of a late withdrawal.

14. At the same time, Federation Y sent the EHF daily reminders and complaints that the lack of participation from one team leads to an economical damage.

15. On 27 September 2023, the EHF sent an email underlining the consequences of a late withdrawal to the Federation and the Team. This was made due to the time pressure and the risk for the Competition. The intent of this email was to obtain a clear answer and to find a mutually agreed solution.

16. On 27 September 2023, the Team sent an email to the EHF explaining that the Team would have faced unexpected high costs due to the participation in the Competition and that the non-fulfilment of the deadline to make the deposit should have been considered as a cancellation of the participation.

17. On 28 September 2023, the Federation sent an official letter comprehensively explaining all the circumstances. The Federation especially highlighted that the EHF contacted the Team directly and offered the Team to participate in the Competition. The Federation was only copied to the email correspondence and was surprised that the EHF contacted the Team directly without information or consent from the Federation. The Federation then officially contacted the Team and offered a free spot. The Federation gave the Team a 24-hour deadline to confirm

its participation. On 25

August 2023, the Federation called the Team because the Team did not reply to the email. The Team then accepted its participation and this was communicated to the EHF. Immediately after, the Federation informed the Team that it is officially registered and highlighted the Team's commitment to participate. On 26 September 2023, the Team informed the Federation via email about the non-participation due to elevated costs. The Team stated that the non-fulfilment of the deadline to make the deposit and to send the sports insurance should have been enough to consider the participation as cancelled.

18. On 5 October 2023, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Team for having withdrawn from the Competition and against the Federation for the inappropriate pre-checking of conditions for participation regarding the Team.

19. On 9 October 2023, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Team and the Federation on the basis of the claim filed by the EHF. The Team and the Federation were invited to send a statement to the Court along with any documents it may deem relevant. The composition of the Court of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties in the same letter.

20. On 9 October 2023, Federation Y informed the EHF that the Team has to pay the accommodation costs of two nights, i.e. EUR 2.600, according to Pestana Hotel Rules.

21. On 23 October 2023, the Federation sent an official statement that may be summarised as follows. Firstly, it was highlighted by the Federation that the case was opened as a consequence of the non-participation of the Team in the Competition. Secondly, the Federation stated each movement by the EHF, the Team and the Federation chronologically.

On 1 August 2023 the Federation sent the information to the Team that it was ranked second in the National Competition. On 2 August 2023 the Team sent an email to the Federation and stated that it is interested to participate in the Competition if a place is available. On 22 August 2023 the EHF sent an email to the Team and offered the Team a free-spot in the Competition. This free spot originated due to a cancellation of another team. In this context the Federation especially highlighted that the EHF contacted the Team directly instead of informing the Federation and then allows the Federation to offer this spot to the Team explaining the internal conditions which need to be fulfilled before the Federation considers registering a team. The EHF sent the first email to the Team without copying the Federation to this email. On 23 August 2023, the EHF sent another email to the Team, this time copying the Federation to the Email. This was the first time the Federation took knowledge of this offer and the Federation responded with surprise to this email because the Team was directly contacted without information or consent from the Federation. The EHF responded and stated that the EHF contacted the Team directly and confirmed a free spot in the Men's Competition. The Federation concluded and communicated to the EHF that it is going to contact the Team and inform the EHF about the Team's participation accordingly. On the same day the Federation contacted the Team, informing about the free spot in the competition, asking about confirmation and highlighting that the confirmation leads to the commitment to pay EUR 2.200 deposit to the Federation's account and to send a copy of the sport insurance, all within the deadline of one week. This deadline was given by the EHF due to time pressure. The Federation gave the team 24 hours to respond. In case of a positive response the Federation would register the Team and trust that the Team would comply with the mentioned obligations within one week. On 24 August 2023, the Federation asked the Team for feedback, since the deadlines were very tight. The Team was asked to reply till 10:00am on the next

day. Otherwise, the EHF would offer the free spot to another team. On 25 August 2023, the Federation followed the request of the EHF and spoke to the Team via phone. The Federation did so to help the Team and the EHF. The Team accepted the participation during this phone call. This was communicated accordingly to the EHF, putting the Team into copy. Immediately after the phone call, the Federation sent the team an email informing the Team about its commitment to participate and highlighting that the Team is now registered to the Competition due to the deadline given by the EHF. It is clearly stated in this email – as it was clearly verbally explained during the phone calls on the prior days and on the very same day – that the team committed to fulfil the obligation to deposit EUR 2.200 to the Federation's bank account as well as sending a copy of the sports insurance within one week. Therefore, the Federation confirmed the Team's participation due to the time pressure but with the Team's commitment to fulfil the mentioned obligations. From that moment onwards, the Federation was not included in the correspondence between the EHF and the Team. The Federation did not know that the Team sent the EHF Code of Conduct and the Arbitration Agreement to the EHF on 4 September 2023. On 19 September 2023, the Federation was informed by the EHF about rumours that the Team is not going to participate. The Federation contacted the Team which answered unclearly, promising that this matter will be internally discussed and that the Team will inform the Federation accordingly. The participants deadline to send their Preliminary Delegation lists ended on 21 September 2023. On 22, 25 and 26 September the EHF insisted on asking the Team for their delegation list without receiving any feedback from the team. On 26 September 2023, the Team informed the Federation via email about its non-participation due to unexpected costs, highlighting that the non-fulfilment of the deadline to make the deposit and to send the sport insurance should have been considered as a cancellation. Thirdly, it was highlighted



that the Federation was a mere spectator of the registration process and that the Federation was completely blindsided on each step. The only responsibility the Federation could be held accountable is the willingness to help when asked to do so. Fourthly, the Federation stated that there is no legal basis to initiate legal proceedings against the Federation. Furthermore, the Federation has not conducted any particular damaging behaviour towards the registration process. Therefore, the Federation is not legally responsible for the Team's withdrawal. The Federation summarised that it is not appropriate to consider the Federation guilty of inappropriate pre-checking of conditions for participation regarding the Team, because the communication has been primarily and at some points even exclusively between the Team and the EHF. The Federation only tried to help and thus the responsibility of a withdrawal should not be claimed to be the Federation's fault.

22. On 24 October 2023, the Team sent an official statement that may be summarised as follows. On 2 August 2023, the Team sent an email to the Federation expressing its interest to participate in the Competition. The Federation did not reply and the published deadline for a registration was 18 August 2023. On 22 August 2023, the EHF contacted a former player of the Team, stating that another team had withdrawn and asked whether the Team wants to participate instead. The Federation contacted the Team on 23 August 2023 stating that the Team has to make a deposit of EUR 2.200 in order to register. Furthermore, a copy of the sports insurance must have been provided. During a phone call, the Federation told the Team that the Federation had already communicated to the EHF that the Team had accepted the participation – due to deadlines and to allow the participation. In the meantime, the EHF asked the Team for its name and details such as the email address, telephone number and contact person. A registration form, the Code of Conduct and the Arbitration Agreement were provided as well. This had to be returned

till 1 September 2023.

From this moment onwards the team received information regarding the price of the accommodation and the deadline for the delegation list and the accommodation payment. It was highlighted by the Team that it did not respond to any further emails, nor sent any of the documents, nor made the payment of EUR 2.200. Therefore, the Team considered itself as non-registered. The Team provided Article 5 of the EHF EURO Regulations as an example. This provision requires several written confirmations and the payment of entry fees in the context of the registration procedure. However, the only documents which were sent by the Team are the EHF Code of Conduct and the Arbitration Agreement. These documents were sent by a player, but this person was not indicated as responsible person and the documents were sent after the deadline. In the spirit of fair play, to avoid any issues and considering that – despite failing to stick to deadlines – the EHF gave the Team still the opportunity to participate, internal discussions were made between the players, but it was not possible to convince the majority of the players to participate. The Team summarised that it was never considered as actually registered for the Competition because a phone call with the Federation was the only action taken by the Team. No payment was made and no necessary documents to formalise the registration were sent. The Team understands that – due to the limited time frame – perhaps the Federation confirmed the participation to hastily, as no requirements were met by the Team. Finally, the Team stated that the Team's action should have been specified in relation to the proposed sanction.

23. On 27 November 2023, Federation Y sent an invoice to the EHF Office which shows that the hotel requested EUR 2.600 from Federation Y.

24. A decision was rendered by the EHF Court of Handball on 15 May 2024 (the "Decision") according to which:

*“Club X shall pay a fine of EUR 10.000 (ten thousand) for having withdrawn from participating in the EHF Beach Handball Champions Cup 2023.*

*EUR 7.500 (seven thousand and five hundred) are imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.”*

25. On 17 May 2024, the EHF Substitute Initiator of Proceedings lodged an appeal against the aforementioned decision (the “Appeal”) for which proceedings were opened on 23 May 2024. The composition of the Court of Appeal panel nominated to decide upon the case (the “Panel”) was communicated in the same letter.

### **III. Position of the Appellant**

1. The EHF respectfully requested to amend the decision n°20809 of the EHF Court of Handball dated 15 May 2024 as follows:

*“To impose a fine according to the explicit stating in the regulations, i.e. 10.000€ in full extend without suspended parts towards the withdrawing the Team; To explicitly state in the decision that the registration fee is forfeited to the EHF and that the deposit payment shall be used to (part) cover the decision consequences (compensation, fine, etc.); To impose a damage compensation payment in the amount of 2.600€ to the Team and alternatively to the Federation concerning the damages requested from Federation Y.”*

2. The EHF highlighted that the Federation communicated the final approval of the registration and that the handling between the participating team and Federation concerned is outside the responsibility and insight of the EHF. For the EHF the registration process is completed after receipt of the final registration and the prepayment which includes EUR 200 participation fee and EUR 1.800 deposit payment for cases of unforeseen costs. This is also stated on page 3 of the Team Info 1. The fact that the Team may not have paid the deposit payment to the

Federation is to be clearly regarded as an issue between the two parties. The EHF neither knows nor is involved in the interparty situation.

3. The EHF underlined that the EHF Court of Handball correctly found that the Team is clearly at fault for cancelling its participation in the Competition. However, the EHF does not agree with the mitigating circumstances. It was emphasised that the registration process was carried out in the correct and complete way as the team was registered by the Federation via email, the prepayment of the EUR 2.000 was made from the Federation’s account at the EHF. In the following the EHF tried to find a solution and this shall not be interpreted as mitigating circumstances.

4. It was highlighted that the registration fee shall remain with the EHF as a part of the full and complete registration of the Team to the Champions Cup and that the deposit payment shall be used for (part) coverage of the decision’s consequences, i.e. damage compensation for hotel, fine, etc.

5. Furthermore, the EHF argued that the EHF and the local organiser were in belief to communicate with an official representative of the Team. The error was intentionally caused by the Team as the person concerned wrote statements like “I’m managing everything and I was full! We are 10 players and we are looking for a 3 rooms apartment and a 2 rooms apartment.” As the team member mentioned to manage “everything” and made clear requests concerning further dispositions, the conclusion should be that he acted as falsus procurator in the name of the Team. Then the person concerned has to bear a part of the financial punishment, but it cannot be considered as mitigating circumstance benefiting the Team. The falsus procurator is entirely attributable to the Team. The Team may demand regress towards the falsus procurator. The demands of the Team towards a falsus procurator create a fully separate aspect on a bilateral level, which does not

constitute an integrate part of the proceedings at hand.

6. Concerning damages requested from Federation Y, the EHF highlighted that Federation Y paid EUR 2600 to the hotel. The Team was registered on 25 August 2023 and a registration only a few weeks prior to the competition influences the cancellation policy and increased the financial risk of the organiser (Federation Y) because a payment for the accommodation had to be made within two and a half weeks after the Team's registration. Usually hotel rooms or other accommodation may be cancelled until a specific deadline only, afterwards the relating costs are due, with or without the infrastructure booked being used. Such 'no show' or last-minute cancellation costs shall be borne by the defaulting part, which is the Team respectively the Federation carrying out the registration process.

#### **IV. Position of the Respondent**

1. The Respondent explicitly highlighted that the Team was at no time officially and effectively registered for the Competition because the required deposit payment of EUR 2000 was never made, nor the EUR 200 equally required. This must not be considered as mitigating circumstance but as lacking absolute responsibility because it would otherwise violate Articles 12, 13, 14, and 15 of the EHF Legal Regulations, as Article 12 clearly states that if a party is not declared guilty the proceedings shall be dismissed.

2. Concerning the damages reference was made to Article 8 of the EHF Legal Regulations. According to the Team the registration was never carried officially and contacts were made with third parties and not representatives of the Team.

3. Furthermore, reference was made to the EHF Euro Regulations and its registration requirements. It was highlighted that only documents sent were the Code of Conduct and the Arbitration Agreement, but they were

sent by Player X, a player who is not the person responsible for such decision-making, and even so, he sent them on his own account and risk, with absolute ignorance of this circumstance by the Club, and he sent them after the official deadline determined by the EHF.

4. Therefore, the Team did not consider itself as registered, especially because the only action taken by the Team was a phone call with the Federation merely for informal purposes.

5. The Team requested the dismissal of the proceedings at hand.

#### **V. Decisional Grounds**

##### ***Assessment of the Factual Situation***

After having thoroughly examined and reviewed all documents provided within the course of the case, the Panel finds that the following facts, as already established by the EHF Court of Handball, are confirmed and undisputed; On 25 August 2023, the Federation confirmed via email the participation of the Team in the EHF Beach Handball Champions Cup 2023; The Team was therefore registered for the Competition. The EHF confirmed the registration on the same day via email; The obligatory deposit payment of EUR 2.000 was taken from the Federation's EHF account; The Team did not make the requested deposition payment of EUR 2.200 for the Federation's bank account; On 4 September 2023, a player of the Team sent the signed EHF Code of Conduct and the Arbitration Agreement to the EHF; the Team's name was mentioned in Team Info 1 and 2. These documents were communicated to the Team and implied the registration and the obligatory registration; On 27 September 2023, the Team informed the EHF that a participation is not possible due to high costs and stated that the non-fulfilment of the deadline to make the deposit should have been considered as a cancellation of the participation; the Team's non-participating is

considered as a withdrawal from the EHF Beach Handball Champions Cup 2023.

## VI. Legal Bases

In registering for the Competition, national federations agree to respect and apply the regulations governing this competition in all aspects.

2. Article 9.1 of the EHF Beach Handball Champions Cup Regulations states:

*“The provisions of the EHF Legal Regulations, the EHF List of Penalties and the EHF Catalogue of Administrative Sanctions apply to all legal matters including procedural aspects and disciplinary offences committed by the teams, delegations, individuals and/or EHF Officials at the ChC unless stipulated otherwise.”*

3. Section C of the EHF List of Penalties clarifies:

*“Any withdrawal from the EHF competition by registered (national/club) team shall be regarded as forfeit and shall carry the following sanctions, additionally to the forfeit of the entry fee to the credit of the EHF. Payment of all damages and costs arising to the participants, the organiser, the EHF, and/or their contractual partners may additionally be ordered. [...] Regarding beach handball competition, the following apply”.*

4. Article C.4. Champions Cup of the EHF List of Penalties reads as follows:

*“After the official end of the registration period: fine of €10.000/Suspension/Exclusion from entering EHF competition for up to 3 seasons.”*

5. Article 8 of the EHF Legal Regulations provides:

*“Damage sustained as a result or infringement of Regulations including the withdrawal of team or replays may be recovered from the offending party by claiming damages.*

*Such claims shall be decided upon in the ordinary procedure.”*

6. In addition, Article 6.1 of the EHF Legal Regulations highlights:

*“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in an around playing halls are subject to sanction.”*

7. Page 3 of the Champions Cup Team Info number 1 provides concerning the Deposit payment and registration fee as follows:

*“The deposit payment of € 2,000 will be taken from the respective National Federation EHF accounts and used in case of need. All teams participating in the Champions Cup must pay a fee of € 200 per team, which will be deducted from the deposit payment.”*

8. Further, page 7 of the Champions Cup Team Info number 1 specifies the cancellation policy:

*“The teams need to make the payment by the booking deadline (15 September 2023).*

*In case the Event is cancelled by the Organizer, the total amount of the accommodation will be reimbursed.*

*If a team cancels its participation or the booking of some member of its Delegation between 16 – 26 September, the cancellation policy is to refund 50%.*

*If a team cancels its participation or the booking of some member of its delegation after 26th September, the cancellation policy is to lose all funds completely (100% cancellation costs concerning the number of persons deleted).”*

## VII. Decision

**The appeal of the EHF, dated 17 May 2024, is accepted.**

**The first instance decision of the Court of Handball n°20809, dated 15 May 2024, is partially amended.**

**The Team shall pay a fine of EUR 10.000 (ten thousand) for having withdrawn from participating in the EHF Beach Handball Champions Cup 2023. Half of the fine (EUR 5.000) is imposed on a suspended basis with a probation period of two (2) years, starting as from the date of the present decision.**

**Damages in the amount of EUR 2.600 (two thousand and six hundred) shall be paid to Federation Y. EUR 1.800 (one thousand and eight hundred) will be paid from the deposit payment. EUR 800 (eight hundred) must be additionally transferred by the Team. A payment confirmation needs to be provided to the EHF until 1 October 2024 at the latest.**

**EHF COURT OF APPEAL**  
**Decision**  
**Case n° 24 20855 1 1 CoA**  
**19 December 2024**

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In the case against

Sir X

Panel

Markus Plazer (Austria)  
Nicolae Vizitiu (Moldova)  
Ilona Tordai (Hungary)

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*Anti-Doping Rule Violation*

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**I. Facts**

1. On 15 June 2024, the EHF Anti-Doping Unit (“EAU”) submitted the player Sir X... (the “Player”) to a doping test, i.e. urine sample, within the scope of the EHF ebt Finals 2024. The Player was part of the Team X... (the “Team”).

2. On 4 July 2024, the EAU notified the Player of an adverse analytical finding based on the test report received on 1 July 2024, and performed by the WADA-accredited laboratory (the “Laboratory”) according to which the Player’s A-sample contained the following prohibited substance: GW1516 (Hormone and Metabolic Modulators) (also the “Prohibited Substance”). Furthermore, it was highlighted that GW1516 is listed under S4 of the 2024 WADA Prohibited List. It was outlined that such a finding constituted an anti-doping rule violation (“ADRV”) according to Article 2.1 of the EHF Regulations for Anti-Doping (the “Regulations”). The Player was invited to submit any valid Therapeutic Use Exemption (“TUE”) he may have or to provide a statement as regards the situation in the absence of a valid TUE. In accordance with Article 7.4.1.c. of the Regulations, the Player was informed about his right to request the analysis of the B Sample.

3. On 9 July 2024, the Player sent an email and a letter to the EHF. The Player pointed out that he is not a professional player and that he has never knowingly taken the prohibited substance. He takes care of his health and took dietary supplements which were tested and approved for sale. He informed the EHF about two specific products which he consumed between January and March 2024 (Revenge Thermal Pro Revolution, Revenge Thermal Pro). The Player stated that the labels do not show information concerning the Prohibited Substance GW1516, but that he assumes that the consumed products could have been contaminated or that the manufacturer did not include the Prohibited Substance on the information label. In the following the Player stated that he does not opt for the analysis of the B Sample due to cost reasons.

4. On 9 July 2024, in accordance with Article 28.5 of the EHF Legal Regulations and Article 7.4.6 of the Regulations, the EHF referred the case to the EHF Court of Handball and requested the body of first instance to initiate proceedings against the Player, to examine the circumstances and facts of the case and to take all sanctions deemed necessary, in particular pertaining to Article 9 of the Regulations. Finally, the President of the EHF Court of Handball was requested to provisionally suspend the Player in accordance with Article 7.10.1 of the Regulations. The doping control form, the test report, the EAU notification, and the Player’s statements dated 9 July 2024, were enclosed to the claim.

5. On 10 July 2024, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the claim filed by the EHF. The Player, the Club and the Player’s national federation were informed accordingly, and the Player was invited to send a statement to the court along with any documents he may deem relevant by 26 July 2024. The Composition of the EHF Court of Handball panel (the “Panel”) appointed to decide in the present case was



communicated to the parties in the same letter.

6. On the same day, based on the provided documents and according to Article 7.10.1, the President of the EHF Court of Handball provisionally suspended the Player “from participating in EHF-sanctioned competitions prior to the final decision being reached. The provisional suspension will extend to all competitions, event or other activities that are organised, convened, authorised or recognised by any other handball body complying with the EHF Regulations for Anti-Doping and/or WADA Code”.

7. On 8 October 2024, a decision of the EHF Court of Handball was published according to which:

*“The Player has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility of two (2) years starting from 10 July 2024 and against which the period of provisional suspension imposed on the same day shall be credited.*

*Half of the period of ineligibility, i.e. one (1) year, is imposed on a suspended basis for a period of two (2) years starting as of the issuance date of the decision.*

*The period of ineligibility shall therefore end on 10 July 2025.*

*Any appeal against the present decision shall not have any suspensive effect in accordance with Article 12.1 of the EHF Regulations for Anti-Doping.”*

8. On 19 November 2024, the WADA filed an appeal against the decision to the Court of Arbitration for Sport (the “CAS”). It was highlighted that the decision of the EHF Court of Handball does not comply with the applicable WADA regulations.

9. The appeal and the related documents were forwarded to the EHF Initiator of Proceedings.

The Initiator of Proceedings found multiple discrepancies. It was concluded that the player must have been informed about the possibility to reduce the sanction in accordance with Article 9.7.1 of the EHF Anti-Doping Regulations. Furthermore, it was not established by the player that he committed the violation unintentionally. It would have been the obligation to identify the source of origin of the prohibited substance. That means that it was the Player’s obligation to establish that he was taking the product in question and to demonstrate that the product was actually contaminated, i.e. by a respective analysis. However, the player provided the Court of Handball solely with mere assumptions that he was consuming an allegedly contaminated product. Therefore, the imposed period of ineligibility must have been four years instead of the imposed two years. Finally, the EHF Court of Handball imposed half of the period of ineligibility on a suspended basis in accordance with Article 17 of the EHF Legal Regulations. A suspension on a suspended basis is not foreseen in the WADA code and therefore considered as a breach of the relevant regulations. Due to the described circumstances the Initiator of Proceedings requested the revocation of the decision due to grave errors in accordance with 39.7 of the EHF Legal Regulations. The request was sent on 4 December 2024.

10. On 5 December 2024, the Presidents of the Court of Handball and the Court of Appeal jointly confirmed the admissibility of the request. The Player was informed about the reopening and was asked for a statement.

11. On 12 December 2024, the Player sent a statement which may be summarised as follows. The Player highlighted that he has never knowingly taken the substance mentioned in the report. The Player is not a professional athlete and did not have training concerning anti-doping regulations. The player had never earned money from beach handball competitions. The Player is taking care of his health and took dietary supplements for this

purpose. The supplements are legal, tested and approved for sale. GW1515 is often added to fat-burning supplements. The Player took a fat burner from Revange Nutrition called Thermal Pro. According to the label GW1516 was not present. However, according to information from various websites suggests that the manufacturer adds the substance GW1516 to other products in their range. For example, it is added to the fat burner named TR-X. Therefore the Player believes that the product was contaminated or the manufacturer did not include the prohibited substance on the label. The Player does not have any test results from an accredited laboratory because he does not have the financial resources to do so. However, he is convinced that the ADRV was not intentional. The regulations of the EHF and the WADA do not contain a paragraph which highlights that lack of intent can only be proven through test results. The Player underlined his lack of intent with the following arguments. He is a recreational athlete, the substance had no impact on his sporting performance, the company produces a similar fat burner which contains GW1516, he fully cooperated with the EHF, he never committed an ADRV before and he had never had training concerning anti-doping regulations. He considers the 4-year suspension proposed by the WADA as unjust and he highlighted that the first instance followed his arguments in a correct way.

## II. Decisional Grounds

### *Assessment of the Factual Situation*

After having thoroughly examined and reviewed all documents provided within the course of the case, the Panel finds that the following facts are confirmed and undisputed: The Player was tested in the context of the EHF Finals and the A Sample contained the prohibited substance GW1516; The player argued that he did not consume the prohibited substance knowingly and assumed that two of his dietary supplements could have been contaminated; The respective products were not analysed for GW1516;

### *Legal Basis*

1. As regards the burdens and standards of proof, Article 3.1 of the Regulations states as follows:

*“The EHF has the burden of establishing that an anti-doping rule violation has occurred. The standard of proof is whether EHF has established an anti-doping rule violation to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation which is made. In all cases, this standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these Regulations or the Code place the burden of proof upon the Player or other Person alleged to have committed an anti-doping rule violation to rebut a presumption or establishing specified facts or circumstances, except as provided in article 3.2.2 and 3.2.3, the standard of proof is the balance of probability.”*

### *A. Anti-Doping Rule Situation*

2. Article 2.1 of the Regulations, entitled Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample, states as follows:

*“2.1.1. It is each Player's personal duty to ensure that no Prohibited Substance enters his/her body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation under article 2.1.*

*2.1.2. Sufficient proof of an anti-doping rule violation under article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player's A Sample where the Player waives analysis of the B Sample and the B Sample is*

*not analysed; or, where the Player's B Sample is analysed and the analysis of the Player's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's A Sample; or, where the Player's A or B Sample is split into two (2) parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Player waives analysis of the confirmation part of the split Sample.*

*2.1.3. Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation.*

*2.1.4. As an exception to the general rule of this article 2.1, the Prohibited List, International Standards or Technical Documents may establish special criteria for reporting or the evaluation of certain Prohibited Substances."*

3. The Player did not dispute the ADRV prescribed in Article 2.1 of the Regulations, but highlighted that he did not consume the prohibited substance on purpose and suggested that he consumed a contaminated product.

4. The Player's A-sample conducted by the WADA-accredited laboratory revealed the presence of GW1516 (Hormone and Metabolic Modulators), a prohibited substance listed under Class S4 of the 2024 WADA prohibited list (the "Prohibited List") and prohibited in- and out- of-competition (the "Prohibited Substance"). Hence, in accordance with the principle of strict liability, the mere presence of the Prohibited Substance in the A-Sample of the Player is sufficient to establish the ADRV.

## **B. Consequences**

5. Pursuant to Article

4.2.1 of the Regulations, some substances on the Prohibited List have been identified as Prohibited Substances. The aforementioned article reads as follows:

*"The Prohibited List shall identify those Prohibited Substances and Prohibited Methods which are prohibited as doping at all times (both In-Competition and Out-of- Competition) because of their potential to enhance performance in future Competitions or their masking potential, and those substances and methods which are prohibited In-Competition only. The Prohibited List may be expanded by WADA for a particular sport. Prohibited Substances and Prohibited Methods may be included in the Prohibited List by general category (e.g., anabolic agents) or by specific reference to a particular substance or method."*

6. GW1516 is listed under Class S4.4 of the Prohibited List relating to a prohibited substance which is prohibited at all times.

7. Article 9.2.1. of the Regulations provides as follows:

*"The period of Ineligibility shall be four (4) years where:*

*9.2.2.1. The Anti-Doping Rule violation does not involve a Specified Substance, unless the Player or other Person can establish that the Anti-Doping Rules violation was not intentional.*

*9.2.2.2. The Anti-Doping Rule violation involves a Specified Substance and the EHF can establish that the Anti-Doping Rule violation was intentional.*

*9.2.2. If article 9.2.1 does not apply, the period of Ineligibility shall be two (2) years."*

8. S.4.4. are non-specified substances. Hence, unless the Player can establish that the ADRV was not intentional, the Player's Sample triggers a period of ineligibility of four (4)

years. The basic mandatory period can be reduced to two (2) years if the Player demonstrated that the ADRV was not intentional.

9. In this perspective, article 9.2.3. of the Regulations defines the term “intentional”:

*“to identify those Players who cheat. The term therefore requires that the Player or other Person engaged in conduct which he or she knew constituted an Anti-Doping Rule violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule violation and manifestly disregarded that risk.”*

10. The Court of Handball highlighted several reasons why the ADRV was not intentional. A main argument was that the Player unknowingly consumed a contaminated product.

11. However, the Player’s explanations were solely based on mere assumptions. It is the Players obligation to provide actual evidence (CAS 2014/A/3820 WADA vs. Damar Robinson & JADCO) and therefore prove that the chain of events presented by him did happen, more likely than not (CAS 2019/A/3615 Hiromasa Fujimori v. FINA). Furthermore, it is the Player’s obligation to identify a source of origin of the prohibited substance (CAS 2021/A/8125 Heiki Nabi v. Estonian Center for Integrity in Sports).

12. In the case at hand the Player had only named two products which he allegedly consumed and argued that it could be possible that one of the products was contaminated and therefore the reason for the ADRV.

13. In fact, it would have been necessary to identify the specific product. It would have been necessary to establish that he was taking the product (proof of purchase, witness evidence etc.) and to demonstrate with a respective analysis of a sealed product from

the same batch that the product in question was actually contaminated.

14. According to Article 9.5. of the Regulations:

*“If a Player or other Person establishes in an individual case that he or she bears No Fault or Negligence, then the otherwise applicable period of Ineligibility shall be eliminated.”*

15. According to the Appendix 1 of the Regulations, the term “No Fault or Negligence” is defined as follows:

*“No Fault or Negligence: The Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Player for any violation of article 2.1, the Player must also establish how the Prohibited Substance entered his/her system.”*

16. As already mentioned above, player have to provide actual, concrete and convincing evidence, as opposed to mere speculation. Otherwise it is not possible to benefit from a reduction under No Significant Fault or Negligence in case of an unintentional ADRV.

17. In this respect, the Panel has carefully reviewed the explanations and evidence adduced by the Player to determine whether he has discharged his burden to establish the origin of relevant Prohibited Substance in his body and therefore is eligible for the application of the exemption provided for in the aforementioned article.

18. Despite the Player’s insistence that he never knowingly doped and had no intent to cheat, he has not been able to establish a specific causal link between a product he consumed and the presence of the Prohibited Substance in his body. Moreover, while the

Player is suggesting a manner in which the Prohibited Substance might have entered his body unintentionally, the Panel considers that the Player fell short of proving it. Actual evidence is necessary to prove the origin of a Prohibited Substance. The Panel underlines that to accept mere speculation that the substance is present as a result of hypothetical contamination would be to lower the bar well below the threshold of the Player's duty to ensure that no prohibited substances enter his body.

19. The Panel concludes that the Player's mere speculation about what may have happened does not meet the required standard of proof (balance of probabilities). Simply alleging a possible occurrence of a fact does not demonstrate that the fact actually occurred - unverified hypotheses are not sufficient. Instead, the Player must provide strong evidence to show that his explanation for the Adverse Analytical Finding (AAF) is likely to be correct or incorrect by presenting clear, objective, and convincing support for his claims. In this respect, the consumption of a nutritional supplement cannot by a balance of probabilities establish the origin of the prohibited substance especially where no specific nutritional supplement containing the prohibited substance has been provided.

20. In short, the Panel cannot base its decision on some speculative assumption unsubstantiated in any manner.

21. In the light of the foregoing, the Panel finds that the Player has not established on a balance of probabilities that the ADRV was unintentional, i.e. the Player has been unable to prove that the Prohibited Substance entered his system entirely unintentionally, or otherwise prove a lack of intent, therefore the Panel decides that the four-year period of ineligibility shall be imposed on the Player.

### ***C. Commencement of the period of ineligibility***

22. The Panel must determine the commencement of the four (4) years period of

ineligibility in accordance with Article 9.13 of the Regulations.

23. Article 9.13 of the Regulation, entitled Commencement of period of Ineligibility, states as follows:

*"Except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed."*

24. Hence, in the light of the above, the Panel decides that the period of ineligibility shall start as of the date of the decision of the provisional suspension, i.e. on 10 July 2024 and expire at midnight on 10 July 2028.

### **III. Decision**

**The revocation request of the EHF Initiator of Proceedings, dated 4 December 2024, is accepted.**

**The decision of the first instance, dated 8 October 2024, is set aside.**

**The player Sir X has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility of four (4) years starting from 10 July 2024 and against which the period of provisional suspension imposed on the same day shall be credited.**

**The period of ineligibility shall therefore end on 10 July 2028.**

2025



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Court of Arbitration  
**JOURNAL**

European Handball Court of Arbitration





European Handball Court of Arbitration  
Arbitral Award  
(Summarized and anonymous)  
Case n° 23 20808 5 1 ECA  
17 June 2024

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In the arbitration between

Mrs. X...,  
as the Claimant

and

The handball club Y...,  
as the Respondent

Panel

Gaylor Rabu (France)  
Lovro Badžim (Croatia)  
Juan de Dios Crespo Pérez (Spain)

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*Contractual relationship; Payment of player fee;  
ECA jurisdiction*

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## I. Facts

### A. Parties

1. Player X... (the “Player”) is a handball player employed by handball club Y

2. Handball club Y... (the “Club”) women handball club, playing in the first women’s handball league of the national handball federation of country Y and in the women’s Champions League organized by the European Handball Federation.

### B. Facts

3. On 2 December 2016, the Parties concluded a “*Special Agreement on Mutual Rights and Obligations*” (the “Special Agreement”) for the purpose of engaging the Player for the competitive seasons 2017/2018, 2018/2019, 2019/2020 and 2020/2021. The Special Agreement was signed by the Player and the President of the Club.

4. The Parties agreed that the Respondent shall pay the Player a fee in the net amount of EUR 150.000 per season and additionally EUR 30.000 in the event of winning the Champions League.

5. Article 8 of the Special Agreement highlights that “*In the event of a dispute, for the prevention of possible non-compliance with the Agreement, both parties acknowledge the jurisdiction of the arbitration agreement of the EHF.*”

6. Another agreement named “Basic Agreement on Mutual Rights and Obligations” (the “Basic Agreement”) dated 11 September 2017 was submitted. This Basic Agreement was signed by the President of the Club, the Handball Federation of Country Y. The Claimant disputes its signature under the Basic Agreement.

7. Article 4 of the Basic Agreement specifies that “*The time that the Player spends for serving regular military service, provided that he did not perform, and the time that the Player spends after maternity leave, shall not be counted in the duration of this Agreement.*”

8. The Claimant became pregnant and informed the Club’s head coach on 3 September 2020 about her pregnancy. On 26 March 2021 the Player gave birth to her child.

9. On 20 May 2021, the Claimant played in the final of the handball CUP of Country Y. The Respondent paid EUR 5.000 to the Claimant for the 2020/2021 season. On 27 January 2023, the Claimant sent a warning to the Respondent requesting EUR 147.000. On 6 February 2023, the Respondent replied that the Respondent considers the claim as unfounded due to the non-fulfilment of contractual obligations by the Claimant.

10. On 25 May 2023, graphological expert X, found that the signature written on the Basic Agreement “*is not the authentic signature of the Player, but was created by imitating one of the authentic signatures, probably.*”

11. On 29 June 2023, the Claimant informed the Club about graphological expert X's conclusion and asked for a statement by 5 July 2023, whether there is room for an amicable settlement.

12. On 5 July 2023, the Respondent sent an answer highlighting that the Claimant violated Article 2 of the Basic Agreement due to the non-fulfilment of the contractual obligations, as well as that the claims became statute barred. Furthermore, the Club informed the Claimant about a graphological expertise taken by graphological expert Y, in which it was concluded that the signature written on the Basic Agreement represents an authentic signature written by the Claimant.

## **II. Proceedings before the European Handball Court of Arbitration**

13. On 20 September 2023, the Claimant filed a statement of claim with the European Handball Court of Arbitration (the "ECA") requesting the initiation of ECA proceedings to solve the dispute between her and the Respondent regarding the payment of player fee defined in the Basic Agreement.

### **A. Appointment of the Panel**

14. In the statement of claim, the Claimant appointed an arbitrator in the proceedings in accordance with Article 1.1 and Article 1.3 of the Rules of Arbitration for the ECA – Procedural Rules (the "Procedural Rules") stipulating the competence of the court.

15. On 5 October 2023, proceedings before the ECA were opened. The ECA Council informed the Parties accordingly and the Respondent was subsequently invited to send a memorandum in reply, which it did within the set deadline. On 10 October 2023, the Respondent appointed an arbitrator.

16. The Chairman of the arbitral chamber was nominated in accordance with Article 1.5 of the Procedural Rules.

17. On 13 October 2023, the ECA Office informed the Parties on the final composition of the arbitral chamber.

18. On 24 January 2024, the Respondent challenged the appointment of an arbitrator.

19. On 8 February 2024, the EHF Office contacted the former President of the Respondent concerning the signatures of the Claimant on the Basic Agreement and Special Agreement. The former President was not able to clarify this matter but referred to the CEO of the Respondent regarding further clarifications.

20. On 16 February 2024, the ECA Office on behalf of the ECA Council informed the parties about the progress of the proceedings and the service of the award. It was highlighted that the confirmed nomination of the members of the arbitral panel was communicated to the parties on 13 October 2023. According to Article 19 of the ECA Rules of Arbitration an award shall be rendered three months after this date. It was clarified that this deadline is subject to provision relating to the demands of the individual case regarding its scope of complexity and that the office closing times over the Christmas period (21 December to 7 January) interrupted any deadline run. Taking into consideration the complexity of the case, the involvement of experts, the analysis of the local law, comprehensive acquisition of information and evidence, the ECA Council extended the deadline until 30 April 2024.

21. On 16 February 2024, the ECA Office on behalf of the ECA Panel responsible for this case clarified the communication procedure with both parties. Furthermore, it was highlighted that the arbitrator was nominated as co-arbitrator on 5 October 2023 and that the Club's procedural application is time-limited and therefore not admissible.

22. On 14 March 2024, the President of the ECA on behalf of the ECA Council sent an official letter to the Respondent. It was clarified that the ECA Office only sent one letter directly to the Respondent not including the legal representative in the communication. Regarding the alleged failure to deliver the award within the limits of the procedural rules, the President emphasised that ECA Office shared with the whole ECA Council the request of the Arbitration Panel to have the above-mentioned extension because of the complexity of the case; that several reasonable arguments concerning the extension were made in the communicated letter (ensure comprehensive proceedings, involvement of experts, analysis of local law etc.); that the ECA requested an extension of more than 3 months which is reasonable considering the circumstances; that the letter dated 16 February 2024 was sent on behalf of the ECA Council and that the ECA Statutes and Procedural Rules do not contain any provisions concerning the consequences of an extension in delivering an award. The President of the ECA on behalf of the ECA Council rejected the arbitrator challenge as inadmissible as the appointment took place on 13 October 2023, the information about the arbitrator's profile was public available and the challenge was submitted on 24 January 2024. Moreover, it was clarified that the ECA is designed as an independent arbitration body, and it does not interfere at with the work and the decisions of the ECA Council and the ECA arbitration panels. The ECA relies on the EHF staff and office to exclusively carry out its administrative and organizational tasks when serving as support to the ECA Council and to the ECA arbitration panels. In this context, the EHF staff is only subordinated to the ECA Council and to the ECA Arbitration Panels. Hence, the EHF staff is not subject to the instructions of the EHF in connection with ECA duties nor they interfere in the substance of the cases submitted to the ECA Council and to the ECA Arbitration Panels. Finally, concerning the amendment of the ECA website it was highlighted that the ECA Office is responsible for the maintenance of the website. The website contained some outdated, wrong and

misleading information which did not reflect the current content of the ECA Procedural Rules and therefore it was necessary to remove the flawed information.

## **B. Further proceedings**

23. On 21 March 2024, the ECA Panel decided that Expert Z will act as an expert in the present case. On 4 April 2024, the Respondent challenged the nomination of Expert Z as an expert.

24. On 11 April 2024, the Claimant provided the ECA Office with a witness statement of Witness X and requested presence of Witness X at the oral hearing.

25. On 11 April 2024, the Respondent provided the ECA Office with a witness statement of Witness Y.

26. On 17 April 2024, the oral hearing took place. Both parties had the opportunity to share their arguments and applications. Reference can be made to the parties' exchanges and submission in the communicated letters. Furthermore, the Respondent provided further documents in the context of the hearing. The ECA Office distributed the minutes of the hearing to both parties.

27. The following shall be a summary of the most relevant points of the hearing.

### **Claimant:**

- The Claimant was subject of discrimination because other Players received payments during pregnancy;
- The Statement of Claim is supported by the opinion of the expert;
- The Claimant trained and fulfilled her obligations for at least three months;
- During the other months she was assistant coach, trained individually and attended team trainings;
- The Respondent had the obligation to conclude an employment agreement with the Claimant;

- The Basic Agreement does not exist at the HFM, only one copy exists at the club;
- An objection against the witness statement of Witness Y was made as she withdrew from the proposal to examine her statement, therefore her statement cannot be considered as evidence;
- Witness X wanted to be present but she could not due to technical problems;
- The proposal is that the arbitral panel accepts the Statement of Claim.

#### Respondent:

- The challenge of the signature has no legal effect;
- The arbitral panel has not the competence to determine the validity of the contract;
- The Basic and Special Agreements were concluded in accordance with the principle of freedom of contracts;
- The parties chose to enter into a contract on mutual rights and obligations;
- The parties never concluded an employment contract;
- Several conditions of an employment contract were not met;
- The Claimant confirmed that she negotiated with Witness B;
- The Claimant confirmed that she did not forward a written medical document regarding her pregnancy for the Respondent;
- The Basic Agreement is registered with the HFM;
- The expert Expert Z is not accepted by the Respondent as he was not able to name basic conditions for an employment contract;
- The Respondent reserved the right to object concerning their right to be heard during this hearing due to the limited speech time;
- The Respondent insists that the partial Replica dated 16 April 2024 is added to the file as well as the documents provided during the hearing. The Respondent

adheres to the objections made in the previous submissions.

### III. Submissions

#### A. Claimant's submissions

28. With the letter dated 27 January 2023, the Claimant tried to solve the issue amicably. The defendant stated on 6 February 2023 that the claim is unfounded. Furthermore, the Club highlighted that an exception for the salary payment was included in Article 4 of the Basic Agreement; i.e. the defendant stated that the Player due to temporary inability to work due to the pregnancy, stopped fulfilling her obligations prescribed in Article 2 of the Basic Agreement and therefore the basis for the payment of salary ceased. Furthermore, the Club considered the claim as time barred according to the Rulebook of the HFM.

29. In his submission, the Claimant contested the signing of the Basic Agreement and a expertise of graphological expert X, was submitted as evidence. The Claimant, on the basis of the expert opinion, stated that the signature in the Basic Agreement is not an authentic signature of the Player, but was created by imitation based on the authentic prints.

30. Furthermore, it is not true that the Player was absent from training during the entire 2020/2021 season. She trained and fulfilled her obligations in August and September 2020. As of 1 October 2020, the Player went on maternity leave and she stopped training and performing for the Club. As she did not sign the Basic Agreement, Article 4 cannot be applied to her. The Claimant considers that the Basic Agreement does not have legal effect and in general that a contract cannot limit a basic human right, i.e. the right to become pregnant and giving birth. Therefore, the legal basis for the requested EUR 147.000 exists in Article 2 of the Special Agreement which was undisputedly concluded between the Player and the Club.

31. It was stated that according to Article 130 of the Labour Law of Country Y (the “Labour Law”), a woman during maternity leave has all the rights from the employment relationship as she had before the start of the use of the leave. The compensation of a woman’s earning in case of temporary inability to work due to pregnancy is 100% of her earnings during work, in accordance with the provisions of Article 40 of the Law on Mandatory Health Insurance. Therefore, the Respondent was obliged to pay the Claimant 100 compensation for the 2020/2021 season, i.e. the amount of EUR 147.000.

32. According to the Claim, the Player has the right to claim statutory default interest in accordance with the provisions of Article 284 of the Law on Obligations, which stipulates that a debtor who is late in fulfilling a financial obligation owes, in addition to the principal, default interest at a rate determined by special law. At the time of the claim the Central Bank of Country Y determined the rate at 12%.

33. Furthermore, the Claimant emphasised that the mechanism outlined in Articles 105, 108, and 109 of the HFM Rulebook is only one way for Players to protect their rights and that the one year period described in Article 108 does not prevent Players to demand fulfilment of contractual obligations in front of domestic courts or arbitration courts like the European Handball Court of Arbitration. In general, the Local Law on Obligations prescribes that the general limitation is 10 years (Article 380), rights from occasional claims are time-barred for five years (Article 382) and that claims for occasional payments due to annually or at shorter intervals are time barred for three years from the due date of each individual tax (Article 381). Article 143 of the Labour Law stipulates that labour law claims expire after four years. Therefore, the claim did not become statute-barred.

34. Article 8 of the Special Agreement stipulates the mandatory jurisdiction of the EHF Arbitration commission (European Handball Court) and therefore its jurisdiction cannot be derogated from the HFM Rulebook, which establish the jurisdiction of the Registration Judge and the one year deadline for dispute resolution.

35. Finally, the Claimant proposed that the Panel shall decide the Claim of the Player is accepted, and the Respondent is obliged, for the unpaid part of the 2020/2021 season based on the Special Agreement, to pay the plaintiff The Player a net amount of EUR 147.000 (bet of taxes and social security charges) with statutory default interest in the amount of 12% as of 1 August 2021, until the final payment, in 15 days following the notification of this award. The Respondent undertakes to compensate the Player in advance payment in the amount of EUR 5000 legal fees in the amount of EUR 1815 with 21% of VAT, as well as other administrative costs before the European Handball Court in Vienna, in 15 days following the notification of this award.

## **a. Claimant’s answers to the questions of the ECA Panel (25 November 2023)**

36. The Player became pregnant on 11 August 2020. She informed the head coach about her pregnancy on 3 September 2020.

37. The Player was active for the Club the whole of August 2020 and fully fulfilled her contractual obligation, except a 14 day isolation due to Covid19. From September until 15 March 2021, the Claimant came regularly to training sessions, trained individually outside and on the field and observed training sessions. Among other matches, she was assistant coach on 29 January 2021 and first coach on 9 January 2021.

38. She did not come to training from 15 March 2021 onwards and she gave birth on 26 March 2021.



39. It was acknowledged and confirmed that the Respondent paid the Claimant EUR 5.000 for the 2020/21 season.

## **b. Claimant's Statement on Allegations from the Respondent Memorandum in Reply 25 November 2023**

40. The Claimant rejected all the Respondent's allegation in his answer (2 November 2023) as unfounded, based on the incorrect application of Local law, but also international regulations in the field of sports, misunderstanding of the role of the ECA Panel and wrongly established facts.

41. It is true that the regulations of the HFM are applied, but the regulations can not be outside of the legal and constitutional order of Country Y. Especially they cannot be outside of the Law on Sports and the Local Labour Law.

42. According to the Claimant, the parties agreed that the ECA is the competent body to decide about the non-compliance with the Special Agreement and the non-payment of wages certainly falls within this scope. If the contracting parties would have wanted Arbitration provided by the HFM, this would have been clearly stated within the Special Agreement. If the Claimant would have sought settlement before domestic Arbitration or before domestic courts, the claim would have been dismissed because of the arbitration clause in the Special Agreement.

43. It is not necessary that the dispute between the Player and the Club is related to cross border facts because "cross-border matters" refers to disputes between National Federations and their clubs and the ECA is not limited to all the mentioned disputes.

44. Furthermore, it is not true that the HFM Rulebook foresees exclusivity regarding dispute resolution concerning Players and clubs. The HFM Rulebook primarily concerns the registration of Players and clubs and there is no article which

prohibits an agreement on the jurisdiction of a foreign arbitration court.

45. The wording "accordance with the law" in Article 59 of the Law on Sports means all law and not only the Law on Sports. When the Law on Sports refers to the provisions within the Law on Sports, the text uses the term "by this law", "of this law" and similar. Therefore, rights and obligations between Players and clubs can only be negotiated when the agreement is in accordance with other laws, such as the Labour Law and the Law on Obligations. Sports contracts and rules cannot derogate from the norms of other laws.

46. Moreover, the one-year period prescribed in Article 108 of the HFM Rulebook cannot suspend national regulations and agreements, the Federation's international regulations and general principles of law. According to Article 143 of the Labour Law, money claims from work are time barred within four years.

47. The graphical examination, which was carried out by Expert Y, was carried out without taking indisputable signatures from the Claimant and without any consultation with her. The examination was not carried out according to the rules of profession, because indisputable signatures were not taken by the Claimant, nor did the Claimant provide the expert with any official document such as an identity card or passport.

48. At the moment when the Respondent was supposed to pay wages to the Claimant, Article 27 of the Law on Sports, which was adopted on 2018, was in force. In accordance with this Article, the Respondent had to establish an employment relationship with the Claimant. Therefore, the Respondent's claim that the Basic and Special Agreements are not considered as employment contracts is absolutely not true because according to Article 27 of the Law on Sports, the Claimant had to be in a working relationship with the Respondent.



49. The compensation of a woman's earnings in case of temporary inability to work due to pregnancy is 100% of her earning during work, in accordance with the provisions of Article 40 of the Law on Mandatory Health Insurance. Article 4 of the Basic Agreement is contrary to labour law regulations. Therefore, this Article is null and void and the Respondent cannot refer to this provision even if the Claimant signed the Basic Agreement, which she did not. Two teammates of the Claimant received earning during pregnancy, even though they did not train and play.

50. The Claimant fully complied with her contractual obligations for at least three months (August 2020, April 2021 and May 2021). In the other months she came to training sessions, observed them, trained individually and acted as assistant coach. Her only absence was definitely from 15 March until 6 April 2021.

## **c. Claimant's answers to the questions of the ECA Panel (12 December 2023)**

51. Reference is made to previous submissions concerning the Claimant's activities (individual training, observing of training sessions, acting as assistant coach) between September 2020 and 15 March 2023. According to the Claimant, it was her obligation to fulfil the abovementioned activities and that this is considered as work engagement which had to be paid.

52. The Claimant outlined the applicability of Article 27 Law on Sports from the year 2018, as already emphasised in the correspondence dated 25 November 2023.

53. The Claimant explained the definition, treatment and rights of amateur athletes in accordance with Articles 21 and 26 of the Law on Sports.

54. It was clarified that the usual salary of a handball coach respectively a playing handball coach in Country Y is, depending on the quality of

the coach and his reputation, between EUR 10.000 or even EUR 15.000.

55. It was highlighted that the Claimant fully fulfilled her contractual obligation in August 2020, April 2021 and May 2021. In August an April the Claimant did not play matches, but in May she played in the finals of the Cup of Country Y.

56. The Claimant explained that she approached the Respondent during the 2020/2021 season several times regarding her salary. The Club informed the Player that she cannot be paid due to financial problems but asked for patience and promised that her wages would be paid as soon as the financial situation improved. During the 2021/2022 season she played for a Turkish club ("Club T") and again approached the Respondent several times regarding the payment of her wages. In the 2022/2023 seasons, she returned to the Respondent. However, the Club's management had changed and the new representatives argued that she has no right to be paid due to Article 4 in the Basic Agreement.

57. According to the Claimant, her high income resulted due to fact that she was the best and most important Player and that she dedicated her entire life and working life to the Club. Other Players in the previous period received even higher incomes. The standard salary for professional handball Players depends on the Player's availabilities but is between EUR 50.000 and EUR 200.000.

## **d. Claimant's replica to the Respondent's replica to the Claimant's statement on allegation from the Respondent (12 March 2024)**

58. At the beginning of the submission the Claimant highlighted that all allegations of the Respondent are unfounded, based on incorrect application of Local law, but also international regulations in the field of sports, misunderstanding of the role of the ECA Panel and wrongly established facts.

59. It was emphasised that the applicable law is the Local law, but that the mentioned regulations cannot be outside the legal and constitutional order of Country Y.

60. Regarding the jurisdiction of the ECA the Claimant argued that the Respondent surely knew the distinction between the IHF and EHF when the parties concluded the Special Agreement. According to the Claimant it is clear that the parties agreed on jurisdiction of the arbitration body operating within the EHF and by mistake the wording “arbitration commission” was used instead of “arbitration court”.

70. The Claimant was not able to use internal legal channels within the HFM because the parties concluded Article 8 of the Special Agreement. Furthermore, Article 11 of the Rules of Arbitration for Dispute Resolution within the HFM highlights that jurisdiction must be determined by an agreement. This agreement is not included in the Basic and Special Agreements.

71. The Claimant raised the question why the Respondent would agree to conclude a Special Agreement with the Claimant in which he would agree to EHF arbitration contrary to the rules of the HFM regulations. According to the Claimant the answer is clear; because the Respondent knew that Article 8 of the Special Agreement does not contradict HFM regulations.

72. Moreover, the Claimant highlighted that sports organisations cannot derogate the state’s constitutional laws with their internal acts because then sports organisations could adopt laws which are completely contrary to laws (like the Labour Law and Law on Sports, etc.) and legal principles.

73. The Claimant further evaluated the substance and the legal nature of the Contract on Mutual Rights and Obligations. Reference concerning this matter is made to the Claimant’s previous submissions.

74. Once again, it was highlighted that the Claimant fulfilled all her contractual obligations in August 2020, April 2021 and May 2021.

75. Regarding the Claimant’s Instagram posting on 21 April 2021, it was highlighted that the posting referred that the Claimant will leave the Respondent at the end of the season. The Claimant played in the final of the Cup of Federation Y in May 2021.

## **e. Witness statement Witness X (10 April 2024)**

76. On 10 April 2024, the Claimant provided the ECA Office with a witness statement from Witness X, the former conditional coach of the Respondent.

77. It was highlighted by Witness X that the Claimant had trained pursuant to her individual training programme in the period of August 2020, April 2021 (except 7 days absent due to surgical intervention) and the entire month of May 2021. Furthermore, she regularly came to training sessions, trained in gyms, individually on the field and observed training sessions. In the match on 29 January 2021, she replaced the former head coach.

## **f. The Claimant’s Replica (12 May 2024)**

78. On 12 May 2024, the Claimant provided the ECA Panel with a further replica concerning the Respondent’s provided WhatsApp correspondence, the provided expert report and the comment after the oral hearing.

79. It was highlighted that the forwarded text and audio WhatsApp message do not constitute evidence and that the only evidence could be the testimony of the witness Y.

80. The Report submitted by the Respondent was written by two lawyers who are not labour law and sports law experts. Their report cannot be accepted, because it is subjective and calculated to

help the Respondent. The only valid expert opinion is the opinion provided by Expert Z.

## **B. The Respondent's submissions**

81. On 2 November 2023, the Club submitted a memorandum in reply to the Player's statement of claim. The submission may be summarised as follows.

82. The Club first stated that the applicable law to the matter at hand are the regulations of the HFM as competent national federation under which the parties concluded the contract by means of which the parties undertook to be liable by and to act in accordance with its regulations.

83. In accordance with Article 12.1 of the ECA Procedural Rules, the Respondent raised the objection of lack of jurisdiction of the arbitral panel of the ECA to decide on the Statement of claim of the Claimant. The Respondent argued that the claim does not deal with the prevention of possible non-compliance with the Agreement of the Respondent (as mentioned in Article 8 of the Special Agreement) and therefore it does not fall within the scope of contracted competence of the "arbitration commission of the EHF". Furthermore, an "arbitration commission of the EHF" does not exist; legal bodies are the EHF Court of Handball and the EHF Court of Appeal. Cases decided by the EHF legal bodies can be finally referred to the ECA as appellate instance under the condition that all legal remedies available within the EHF have been exhausted. It was argued that the ECA is competent to settle disputes arising in handball (such as but not limited to, arising between the EHF and national Federations, national Federations among each other, Federations and their clubs as well as any disputes involving Players, Player's agents or clubs, when they are related to cross border facts or are emerging from the EHF competitions) and disputes arising in other sports areas. Reference was made to the ECA website which stated that *"All internal legal channels available within the relevant handball/sport*

*Federation must have been exhausted before requesting the resolution of a handball/sport related dispute to the European Handball Court of Arbitration."* It was argued that the Claimant addressed ECA as first instance dispute resolution body, that the dispute is not related to cross border facts and not emerging from EHF competitions and that the claim is therefore inadmissible on the ground of lack of jurisdiction based on ECA Regulations. Based on the EHF Statutes, the ECA is appellate instance against decisions of the EHF legal and administrative bodies meaning that it does not have jurisdiction to decide on the Claimant's claim.

84. Furthermore, it was argued that the regulations of the HFM foresee exclusively the internal dispute resolution system without the possibility to appeal before ECA or the CAS. The exclusive competence of the HFM bodies in case of disputes was indirectly contradicted in the Basic Agreement. The Basic Agreement is considered as meritorious for decision on the issue of the jurisdiction due to its authoritativeness reflected by its registration with the HFM; its mandatory provisions prescribed by law (Article 82 HFM Rulebook on registration); because it does not fall within the scope of the contracted competence of the 'arbitration commission of the EHF'; and the supremacy of the Basic Agreement in accordance with the legal principle *lex posterior derogat legi priori*. Furthermore, Article 8 of the Special Agreement is not allowed in accordance with Article 83 of the HFM Rulebook on registration and must therefore be deemed non-existent. Additionally, the Claimant failed to address the competent dispute resolution body – the HFM Arbitration – within the prescribed deadline of 90 days from the date when the dispute arose.

85. Based on the abovementioned considerations, the Respondent concluded that the claim falls outside of the ECA jurisdiction and therefore the ECA arbitral panel is requested to reject the Claimant's statement of claim.

86. Further to the aforementioned, the Respondent claimed that the claim is time barred. The Respondent referred to Article 108 (1) in connection with Article 105 (1) and Article 107 of the HFM Rulebook on registration. According to the Respondent, the statute of limitations for the Claimant's claim started to run at the latest on 11 June 2021 and by the time the Claimant submitted the statement of claim on 21 September 2023, the statute of limitations of one year starting from the maturity of the last unsettled claim had thus already elapsed. Additionally, the prescribed statute of limitations for lodging a claim before the HFM Arbitration is determined with a 90 day limitation and irrespective of whether the statute of one year or 90 days is applicable, the statement of claim shall be deemed as time barred.

87. It was highlighted that the HFM exercises legislative, executive and judicial authority over the sport of handball in Country Y and its internal affairs and that Article 59 (1) of the Law on Sports states *"The national sport federation shall be liable to pass sport rules in the sport for which it is responsible, in accordance with the law and international sport rules."* In this context the Respondent argued that the term 'the law' means the relevant law – the Law on Sports. The HFM Rulebook on registration must be qualified and interpreted as sport rules and the sports rules in the HFM Rulebook are mandatory and binding for sports organisations and athletes during conclusion and execution of contracts. Hence, the Claimant's argumentation that Articles 105 (1) and 108 of the HFM Rulebook *"prescribe only as one of the possibilities for the Player how to protect his rights, i.e. demand the fulfillment of the contractual obligation, but this does not mean ... the statute of limitations for the debt claim begins and that the Player can not demands fulfillment the contractual obligation from the club and on other way, before the domestic court, arbitration or European Handball Court as well as after the period of one year prescribed by Article 108 of the Rulebook"* is considered as wrong, misleading and illegal.

88. Furthermore, the Respondent explained the merits of the case as follows. Both the Basic and the Special Agreement were concluded when the Law on Sports and the HFM Rulebook on Registration were in force. According to Article 71 of the HFM Rulebook, the Claimant and the Respondent were obliged to conclude the (Basic) Contract on mutual rights and obligations. The content of basic contract on mutual rights and obligations is a template determined by the Steering Committee of the HFM. Basic Agreements, including the Article 4 emphasised by the Claimant, were concluded with other Players of the Club as well. Evidently, it is in line with basic agreements on mutual rights and obligations that the Respondent concluded before and after the agreement at hand. The Special Agreement was first concluded with the Claimant and has a character of business secret which was not disclosed to the HFM. The non-disclosure is undisputable, and the Claimant is well aware of it. The parties had to sign the Basic Agreement in order to successfully register the Claimant with the Respondent before the HFM, because the obligation to register the contract between the athlete and the sports organisation with the competent sport federation derives also from Article 20 of the Law on Sports and Article 71 of the HFM Rulebook on registration. The Respondent strongly disputed that the Claimant did not sign the Basic Agreement. In this context, the Respondent raised the question on what legal basis the Claimant was registered with the HFM and on what ground she played official matches for three seasons, when it was not based on the Basic Agreement.

89. Regarding the allegedly unauthentic signature and the submitted expertise of The graphological expert X, the Respondent highlighted the following. Forgery and falsification are serious accusations with potential criminal law repercussions and the HFM or EHF deciding bodies or the ECA arbitral panel are not competent to decide upon matters of criminal law. Further, expert graphologist Expert Y confirmed that the Claimant's signature on the

Basic Agreement is authentic as well as her signature of the document Entry of Contract. The Claimant as the party disputing the authenticity of the signature had not conducted all potential evidentiary activity that could have reasonably been performed to try to challenge her signature and authenticity of the Basic Agreement. The Claimant did not instruct a third independent expert to assess the authenticity of the signature in question. Therefore, the Claimant failed to meet her burden of proof regarding her allegations of falsified signature. Therefore, it must be established that Basic Agreement and Entry of the Contract were signed by the Claimant. Furthermore, Witness M and Witness L, who testified and were present when the Claimant signed the Basic Agreement, were provided as witnesses.

90. Regarding the nature and purpose of the Basic and Special Agreements, the Respondent highlighted that the Contract on Mutual Rights and Obligations (Basic and Special) is one of the three forms mentioned in Article 70 of the HFM Rulebook on registration. The club and Players may conclude employment contracts in accordance with the law, if they wish to do so; but an employment contract in accordance with labour law is only a possibility and not a mandatory requirement (mandatory contract) in handball. A contract on mutual rights and duties (Basic and Special) is not an employment contract but a special type of contract, i.e. a contract *sui generis* in handball within the scope of the HFM, in accordance with the law (Article 20 Law on Sports) and sports rules (general acts of the HFM).

91. The Respondent was obliged to insure the Claimant only against injury, professional injury, disease and death and to provide the Claimant with health protection and medical care and to bear all costs of treatment and rehabilitation that arose as a result of the performance of obligations from the Basic Agreement, except those that are covered by the mandatory health insurance that the Claimant had. The Claimant had a mandatory (compulsory)

health insurance and the Respondent was not responsible to provide the Claimant with a compulsory health insurance.

92. The obligation to provide the employee with the compulsory health insurance is inherent to the employer within the employment relationship in accordance with the Labour law. This was not applicable between the relationship between the Claimant and the Respondent as the Basic Agreement and the Special Agreement, taken individually or together, do not establish an employment relationship between the contractual parties. Therefore, the relevant engagement must be considered as work outside an employment relationship.

93. Additionally to the above-mentioned, the Respondent highlighted that the Claimant was on maternity leave even before 1 October 2023. On 3 September, the Club's head coach informed the Respondent about the pregnancy. The Claimant never informed the Respondent by any means of her pregnancy nor she provided the Respondent with any medical certificates attesting her temporary incapacity to fulfil the obligations (to play) and/or use of maternity leave.

94. The Claimant went on maternity leave before the start of the 2020/2021 season and by doing so the Claimant stopped to fulfil her contractual obligations towards the Respondent. The Claimant did not perform for the Respondent in matches in September 2020, as it can be seen in respective match reports. Therefore, the Claimant did not fulfil her obligations in September 2020 as she went on maternity leave.

95. Article 4 of the Basic Agreement does not limit her right to the pregnancy, but it regulates explicitly that the time the Player spends on maternity leave does not count in the duration of the agreement. Maternity leave of athletes can last for longer or shorter periods and Article 4 of the Basic Agreement regulates the suspension of the contract, i.e. the suspension of both parties'



contractual obligations in case of the Player's pregnancy.

96. The Claimant orally informed the Respondent that she is going to Club T in season 2021/22 after maternity leave. On 9 August 2021, Club T addressed the Respondent via the HFM with a request for issuance of a Clearing Letter due to the international transfer of the Player. The Respondent issued the Clearing Letter and approved her transfer and registration.

97. It was summarised that the Basic and Special Agreements were suspended during the Claimant's maternity leave in the 2020/2021 season and that there is no legal basis for the Respondent's responsibility to pay the compensation to the Claimant whilst being deprived of the Claimant's services.

98. The Claimant incorrectly stated that the Respondent paid her only EUR 3.000 during the 2020/2021 season. The Respondent contested such allegations and argued that EUR 5.000 was paid to the Claimant.

99. Finally, the Respondent respectfully asked the Panel to decide, to reject the Statement of Claim due to the lack of jurisdiction; Alternatively, to dismiss the Statement of Claim as inadmissible (time barred); In further alternative, to dismiss the Statement of Claim as ungrounded.

In any event, To order the Claimant The Player to bear all costs of the present procedure; To order the Claimant The Player to contribute to the legal fees and expenses of the Club in relation to the present procedure in the amount of EUR 5.000.

## **a. Respondent's answers to the questions of the ECA panel (12 January 2024)**

100. According to the Respondent, the contractual relationship between the parties was suspended during the 2020/2021 season due to the Claimant's inability to perform her contractual obligations as a result of her pregnancy.

101. The Claimant only informed the head coach about her pregnancy and inability to perform her contractual obligations. The head coach transmitted this information to the Respondent's management.

102. The Claimant was neither acting as a Player nor as a coach for the Respondent during the 2020/2021 season. A coach has to obtain a coaching licence to carry out coaching activities. The Claimant did not have such a license. She only performed the role of a team official on a voluntary basis but did not act as head coach or assistant coach.

103. The Respondent highlighted that it is not true that the Claimant fully complied with her contractual obligations in April and May 2021. It was emphasised that the Claimant had a medical surgery in mid-April 2021 and that preparation and rehabilitation for this kind of surgery takes weeks and that the patient must refrain from physical activities for at least one month. The Claimant did not take part in the training or in any match of the Respondent after childbirth. On 21 April 2021, the Claimant posted on her Instagram account that she will leave the Club. Therefore, the Claimant made a unilateral and premature termination of the contract with the Respondent in April 2021.

104. As in the previous submission dated 2 November 2023, the Respondent again outlined that an employment contract was only one of three alternative possibilities and that an employment contract was never concluded. Furthermore, the Basic and Special Agreements do not meet the *essentialia negotii* of an employment contract prescribed in Article 23 of the Labour Law.

105. The Respondent had no obligation to pay social insurance on the income of the Claimant based on the Basic and Special Agreements, whilst provision of social insurance to the employee by the employer is mandatory in employment contracts. The Claimant was never an employee of



the Respondent belonging to the group of insured persons in accordance with Articles 5 and 6 of the Law on compulsory health insurance.

106. According to the Respondent, the Special Agreement was signed prior to the Basic Agreement due to the Club's usual business practice. The Special Agreement was signed in advance to clarify the Player's most important concerns. The Basic Agreement was then signed at the beginning of the season when the Special Agreement enters into force.

107. Taking into consideration the Claimant's success in the past and that the Special Agreement was signed eight months before its entry date, the Claimant was at least in the same bargaining position if not the stronger party in the negotiations with the Respondent. Furthermore, she could have sought legal advice before the conclusion of the Agreements and/or read the applicable regulations. Moreover, an athlete is or should be familiar with provisions of the regulations of the federation concerned.

108. The Claimant never provided the Respondent with any medical certificate with respect to her pregnancy nor with any written correspondence with respect to her intention to use maternity leave. Moreover, legal provisions on maternity leave and parental leave refer only to employees.

109. The Claimant never addressed the Respondent with a request for payment of compensation for the 2020/2021 season before the Warning sent by the Claimant's legal counsel on 27 January 2023. When the Claimant returned to the Respondent in the 2022/2023 season, the Claimant would have raised any pending debt during the negotiations prior to signing a new contract with the Respondent.

110. The payment of EUR 5.000 has been made to the Claimant as voluntary financial aid during pregnancy. The Respondent was not obliged to pay the Claimant any amount for the 2020/2021

season but decided to help the Claimant for her longstanding membership in the Club.

111. The Respondent was obliged to provide the Claimant with insurance against injuries and occupational diseases, as well as to bear all the costs of treatment and rehabilitation due to injuries. The Respondent paid for several surgeries and medical interventions between 2009 and 2019.

112. EUR 150.000 per season does not have the character of a salary in accordance with the Labour Law. It is regarded as monetary compensation for services provided, payable by the Club to the Player based on the Basic and Special Agreements. The amount was negotiated based on the Claimant's qualifications and prior successes in the past. EUR 150.000 is not a standard monetary compensation for a female handball Player in Country Y.

## **b. Respondent's Replica the Claimant's Submissions of 25 November 2023 (12 January 2024)**

113. The Respondent objected to the delivery of an email only to the Club, but not to the legal representatives of the Respondent.

114. It was highlighted that the regulations of the HFM are the applicable law. The question whether these regulations comply with national laws and/or the Constitution of Country Y is not for the sports dispute resolution bodies to decide, but any non-compliance has to be challenged and established before the Constitutional Court of Country Y.

115. As in the Respondent's Memorandum dated 2 November 2023, an objection concerning a lack of jurisdiction was raised. The arguments shall be summarised briefly in the following.

116. Article 8 of the Special Agreement is not clear. The parties had in mind and opted for the "IHF Arbitration commission" instead of the "arbitration commission of the EHF".

117. The party autonomy to contract ECA as first instance body was excluded by IHF (Article 3.3 of the IHF Legal Provisions), EHF (Article 13 EHF Statutes, edition 18 November 2016), ECA Statutes (Article 1, edition 2016 and edition 2022) and HFM regulations (Article 105 et seq., HFM Rulebook edition 2012 and 2015). Furthermore, the competence of ECA was emphasised in the book *European Sports Law and Policy Bulletin: International and Comparative Sports Justice* and on the ECA Website. The Respondent's conclusion was that, according to several sources, in cases of national disputes internal legal channels available within the relevant handball federation must have been exhausted before addressing to the ECA.

118. Article 8 of the Special Agreement contradicts Article 83 of the HFM rulebook on registration and is in collision with provisions of the Basic Agreement. Such flaws and contradictions are to be resolved in favour of competent dispute resolution body established by general acts of the HFM. The supremacy of the HFM general acts over parties' freedom of contract derives from the pyramidal structure of sport and mandatory application of the sports rules of sports governing bodies which are entitled to regulate and coordinate relations within their jurisdiction. Article 8 of the Special Agreement, whether the parties had in mind the IHF arbitration commission or the ECA, cannot trump mandatory rules of the HFM.

119. Moreover, the Respondent further emphasised the statute of limitations to lodge a claim. Reference regarding this matter is also made to the Respondent's previous Memorandum dated 2 November 2023. According to the Respondent, Sports rules prescribed by general acts of the HFM are mandatory and binding for clubs and Players in Country Y. Therefore, the claim was time barred. The statute of limitation of one year for the Player's claim against the club which started to run from the maturity of the last unsettled claim in accordance with Art.105 and

Art.108 of the HFM Rulebook on registration has elapsed.

120. Finally, the Respondent further analysed the legal characterisation of the Contract on Mutual Rights and Obligations. In this context, reference to the Respondent's previous arguments raised in the Memorandum dated 2 November 2023 and to the Answers to the Substantial questions of the ECA arbitral panel dated 12 January 2024 is made.

121. The HFM Rulebook must be understood as sports rules which are independent. The Claimant accepted to be bound by and to abide by the HFM Regulations.

122. The Claimant signed an identical Basic Agreement containing Article 4 already in the year 2015.

123. The parties never concluded an employment contract and therefore the Labour Law cannot apply. The Claimant's position about her employee status is incorrect and ungrounded.

124. The Law on Sports edition 2018 does not apply to the established contractual relationship between the parties. There is not any imperative legal norm in the Law on Sports (edition 2018) stipulating that a sports organisation must conclude an employment contract with an athlete.

125. The Respondent drew the conclusions that (i) the ECA does not have jurisdiction to decide on the Claimant's claim; (ii) the Claimant's claim is inadmissible due to the statute of limitations to lodge a claim, in other words, the Claimant's claim is time barred; and (iii) the Claimant's claim is to be dismissed as it is factually and legally ungrounded.

## **c. Respondent's Request for clarification 24 January 2024**

126. The Respondent objected to and/or challenged several alleged violations of the

principle of due process in the arbitration procedure.

127. According to the Respondent, the parties were treated unequally because correspondence was sent directly to the Respondent and not to the legal representative.

128. The Respondent highlighted that the ECA arbitral panel failed to render an award within three months and requested email correspondence (in EML file format) with reasoned and timely request for extension of time limit to render arbitral award of the chairman and the decision of the President of the ECA Council granting relevant extension.

#### **d. Petition for Challenge to the appointment of Arbitrator X (24 January 2024)**

129. In an additional letter the Respondent challenged the appointment of Arbitrator X as co-arbitrator. According to the Respondent, Arbitrator X pursues a sport political function within the IHF.

130. Arbitrator X is the Chairman of the IHF Arbitration Commission, and the Respondent considers this function as of sports political nature.

131. The ECA Council verified Arbitrator X's compliance with the criteria in the ECA Statutes. Therefore, the Respondent did not have a cogent reason to further check Arbitrator X's compliance with the requirements. The Respondent became aware of Arbitrator X's function on 12 January 2024 during the research for the previous submission.

#### **e. Challenge on grounds of illegality of the arbitration proceedings and call for intervention 7 March 2024**

132. The Respondent directed an intervention-request to the ECA Panel, the ECA Council, the EHF leadership and the IHF leadership.

133. Reference was made to the correspondence dated 16 February 2024 concerning the deadline for rendering the award. It was argued that the ECA Office's reasoning and argumentation regarding the Christmas period is illegal, wrong and arbitrary and that conditions for an extension were not met.

134. The Respondent noted that information on the ECA Website regarding the initiation of proceedings was deleted and requested an investigation as to who ordered this deletion and why it was deleted.

135. Reference was made to the Challenge of Arbitrator X as co-arbitrator dated 24 January 2024. It was argued that the challenge should have been forwarded and decided upon by the ECA Council according to Article 4.4 of the ECA Procedural Rules. Arbitrator X's alleged high sport-political function was emphasised.

136. The challenge was considered as lawful because the ECA Council had to verify the arbitrator's compliance with the ECA arbitrator criteria. The Respondent therefore did not have to additionally check Arbitrator X's compliance with the ECA arbitrator requirements. The Respondent became aware of his function within the IHF Arbitration Commission on 12 January 2024 and the time limit of two weeks is to be counted as of this date.

137. Furthermore, the Respondent pointed out that employees of the EHF's legal department are working on behalf of the ECA Office. It was argued that therefore the principle of ECA's independence and impartiality of its members was breached. According to the Respondent, the ECA Council via its ECA Office failed to safeguard the independence of the ECA.

138. Finally, the Respondent highlighted regarding the clarification of the Respondent's former President's signature, that the ECA Panel and not the ECA Office should have interrogated the former President.

139. Regarding the content of the clarification the Respondent stated that the document provided is not credible. Furthermore, it was highlighted that the Respondent signed documents only with knowledge and consent of the former President. Moreover, the Respondent questioned the former President's knowledge about the Claimant's signature expertise and the informal communication between the former President and the ECA Office.

140. Finally, the Respondent requested: The arbitration proceedings ECA no.20808 to be held orally via hearing i.e. an oral hearing to be held; To give additional comments and evidence on Witness B statement via email of 08 February 2024 at the oral hearing as well as to interrogate Witness B as proposed witness in its written submissions, Hearing of Ms Y, director of the Club, as witness at oral hearing; Possibility to give comment on the Claimant's Answers to the ECA panel substantial questions of 06 November 2023 (which were provided to the Club on 16 February 2024 via link to the case file on EHF cloud) at the oral hearing or alternatively, via additional written submission which deadline for submission shall be determined.

#### **f. Challenge of Expert Z's appointment as an expert (4 April 2024)**

141. On 4 April 2024, the Respondent challenged the appointment of Expert Z. It was highlighted that the appearance of Expert Z as an expert is not further substantiated by the ECA Office, i.e. ECA Panel nor with his terms of reference neither with his area of expertise.

142. The Respondent requested information about what specific issues the expert will report. According to the Respondent the Parties have to be aware of the specific matter to be dealt with by the expert in order to frame adequate response and prepare questions.

143. It was underlined that the appointed expert does not possess legal education nor qualifications which make him competent to report on legal issues of Local law.

#### **g. Witness statement Witness Y (11 April 2024)**

144. On 11 April 2024, the Respondent directly sent a witness statement from witness Y, director of the Respondent, to the ECA Office.

145. It was highlighted that Witness Y managed the work of the professional service and the organisation of the work process in the Club. Furthermore, she took care of the legal use of the property and recourses that the Club disposes, within the limits set by the Club's Statute as well as the decisions of the Club's management board, between 2006 and 2018.

146. She was authorised to use the facsimile of the former President only with his consent when his personal presence was not possible.

147. Witness Y disputed that she misused the facsimile.

#### **h. Partial Replica to the Claimant's submission (16 April 2024)**

148. On 16 April 2024, the Respondent sent a further letter addressed to chapters II and III of the Claimant's submission of 13 March 2024.

149. The Respondent submitted an objection of lack of jurisdiction of the ECA. It was claimed that the Claimant's allegations on page 5, page 6, page 7, page 8, page 9 and page 10 are wrong and unlawful.

150. The conclusion was that the ECA Panel must establish its lack of jurisdiction to decide the present matter. The Special Agreement and its Article 8 are considered as null and void on the grounds of the Law on Sports, HFM regulations, IHF regulations and EHF regulations. Reference can be

made to the previous submissions of the Respondent.

151. Furthermore, the Respondent highlighted the statute of limitations to lodge a claim and submitted a plea of inadmissibility.

152. It was argued that time limits related to dispute resolution system through arbitration in sport stipulated in general acts of the sports organisations, concretely the HFM, are in full compliance with the law and that therefore the Claimant's claim is inadmissible as it is time-barred.

#### **g. Submission during oral hearing (17 April 2024)**

153. During the hearing on 17 April 2024, the Respondent provided the Panel and the Claimant with new documents concerning the Local Labour Law, Witness P, Witness X and chat protocols between the Respondent's former President and Witness Y.

154. Furthermore, the Respondent challenged the appointment of Expert Z as an expert and provided the ECA arbitral Panel with an expert report of two Local Lawyers concerning the legal nature of the Basic and Special Agreements. The Respondent highlighted that the Parties were never provided with Expert Z's scope of reference nor with his report before the hearing. The Respondent concluded that the Parties were therefore restricted in their right to defence.

#### **h. Comment after the oral hearing (22 April 2024)**

155. On 22 April 2024, the Respondent directed a letter to the ECA Panel. It was highlighted that the case file of the present arbitration proceeding is extensive as numerous letters were submitted by the parties.

156. It was highlighted that the Respondent wanted and intended to answer to the latest submissions by the Claimant.

157. The Respondent stated that it was not afforded full opportunity to present the case at the oral hearing. The Club was also not given full opportunity to hear and examine the Claimant, the witnesses and the expert.

158. The Respondent concluded that its right to equal treatment, its right to be heard and the principle of due process were grossly and severely violated, both prior to and during the oral hearing.

#### **i. Request (5 June 2024)**

159. On 5 June 2024, the Respondent requested the audio and video recording of the entire oral hearing which took place on 17 April 2024. The Respondent stated that the Minutes do not reflect genuine wording and/or spirit of the statements/questions made by the legal counsels.

#### **j. Replica (5 June 2024)**

160. On 5 June 2024, the Respondent submitted a further Replica. Reference was made to the WhatsApp correspondence between Witness B and Witness Y, which was provided in the context of the hearing. Furthermore, reference was made to the experts which were invited by the Respondent. The Respondent argued that both experts possess more knowledge than Expert Z who was appointed by the ECA Panel. Furthermore, the legal nature of the Claimant's contract was emphasised. Reference is made to the Respondent's previous submissions.

161. Concerning the Claimant's Replica on Club's comment after the oral hearing, the Respondent highlighted and underlined its previous arguments and reasoning. With regard to the final remarks and the conclusions of the Respondent, reference is made to the previous submissions and the minutes of the oral hearing, as all arguments were already discussed comprehensively.



## IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

### A. Admissibility

162. The statement of claim filed by the Player meets the requirements set-forth in Article 5 of the Procedural Rules. It follows that the claim is formally admissible.

### B. Jurisdiction of the European Handball Court of Arbitration

163. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

*“The European Handball Court of Arbitration shall have competence [...] in disputes between and among Players, Player’s agents, the EHF, the National Federations, and clubs.”*

164. Article 8 of the Special Agreement recognises the competence of the European Handball Court of Arbitration as follows:

*“In the event of a dispute, for the prevention of possible non-compliance with the Agreement, both parties acknowledge the jurisdiction of the arbitration commission of the EHF.”*

165. The highlighted provision refers to the “arbitration commission of the EHF”. First of all, it has to be highlighted that no legal body named “arbitration commission of the EHF” exists. Until 2021 the European Handball Court of Arbitration (ECA) was called EHF Court of Arbitration (ECA). The Panel hereby recalls the principle *falsa demonstratio non nocet* concerning the wrong wording “arbitration commission of the EHF” as it is clear that the parties referred in the Special Agreement from the year 2016 to the, at this time so called, EHF Court of Arbitration, i.e. ECA.

166. The proceedings are carried out on the basis of the ECA Statutes and ECA Procedural Rules. Publications, private statements or social media

posts cannot be used as a basis for proceedings in front of ECA respectively as a legal reference regarding the procedural conduct.

167. In this connection the Respondent referred to information which did not reflect the current content of the ECA Procedural Rules. Any kind of opinion or articles published do not create any formally binding effect, may be outdated or reflect the opinion of the author. Such information must not be used in a legal proceeding. The Panel fully subordinates its considerations to the applicable Arbitral Rules, which create the basis for the proceedings at hand and which are published on the ECA website accordingly.

168. Pleas against the jurisdiction of the European Handball Court of Arbitration shall be raised not later than the first pleading in the matter. The ruling on such question can be made together with the arbitral award or separate. Both options were chosen by the arbitral panel in the case at hand.

169. In view of the foregoing, the European Handball Court of Arbitration has jurisdiction to hear and decide on this dispute. All elements defined in article one ‘Scope’ are entirely fulfilled.

### C. Applicable Law

#### a. On the procedure

170. Article 11 of the Procedural Rules provides as follows:

*“The arbitral panel shall pass its decisions in accordance with the Federation’s international and national regulations and agreements, provided these do not violate general principles of law.”*

#### b. On the merits

171. It is undisputed that the contractual relationship between the Parties is governed by the applicable regulations of the HFM as well as the Local law.



172. The Panel finds that, in the event of any rules contradicting general principles of law, general legal principles and internationally established jurisdiction, by States or international courts, should apply.

173. The panel reserves the right, for reasons of equity, to disregard the rule of law, and in particular the rule of law of a State which is not a matter of public policy, in order to rule *ex aequo et bono*.

## **D. Review of the parties' submissions**

### **a. Main issues**

174. In light of the foregoing, the Panel will address the following issues:

- a) What is the nature of the Special Agreement on Mutual Rights and Obligations?
- b) Was the Respondent obliged to pay the Claimant's salary during her pregnancy and all related periods (maternity leave, etc.)?
- c) If such obligation was not fulfilled, what consequences should arise therefrom?

#### **a) What is the nature of the Special Agreement on Mutual Rights and Obligations?**

175. It is a core legal principle that contracts are evaluated based on the content of the contract not on the title. Characteristics of a labour contract are the obligation to work personally, the right of the employer to give instructions, integration into the organisation and economic reliance including similar aspects characterising the dependency of the employee. All aspects mentioned are typical in the relation between a Player and a club. A club is defining the specifications when and where the work (playing and training) has to be done.

176. The freedom to choose the type of contract is framed by the Law on Sports.

177. The Law on Sports recognises both professional and amateur athletes concerning the nature of the engagement.

178. Article 21 of the Law on Sports (edition 2013) states:

*"An amateur athlete is a person who does not engage in sports as a primary activity and for profit. An amateur athlete may receive from a sports organization monetary compensation for covering the expenses of procurement and use of sports equipment, training, their stay during preparations and at competitions.*

*An amateur athlete may conclude with the sports organization a contract on receiving a sports grant or a contract on performing sports without entering an employment relationship."*

179. Article 22 of the Law on Sports (edition 2013) states:

*"A professional athlete is a person engaging in sports as a primary activity and who is paid, based on a contract concluded with a sports organization. A sports organization shall pay social insurance contributions for the athlete referred to in paragraph 1 of this Article, in accordance with special regulations.*

*A professional athlete engaging in sports independently shall register as an entrepreneur, in accordance with the law."*

180. Article 26 of the Law on Sports (edition 2018) states:

*"An amateur athlete is a person whose primary occupation is not sports and primary goal of sports involvement is not profit. Amateur athlete may be entitled to monetary reimbursement in a sports organization."*

181. Article 27 of the Law on Sports (edition 2018) states:

*“A professional athlete is a person whose primary occupation is sports and who has established a working relationship with a sports organization in line with employment regulations.”*

183. Article 143 of the Law on Sports (edition 2018) states:

*“Sport clubs, sports societies and sports recreation societies who on the day this Law comes into force performs sports affairs are obliged to harmonize work, organization and general decisions with provisions of this Law, within four months since this Law comes into force.”*

184. According to Article 143 of the Law on Sports (edition 2018), the Respondent had the obligation to harmonise its work, organisation and general acts within four months after the Law on Sports entered into force.

185. The Special Agreement was concluded in the year 2016. The proceedings at hand concern the period between August 2020 and May 2021. The Law on Sports (edition 2018) came into force on 14 July 2018 and therefore the Law on Sports edition 2018 is the applicable law. As highlighted above, the Respondent had to harmonise its work, organisation and general decisions with provisions of the Law on Sports (edition 2018).

186. It is undisputed that the Claimant's engagement in sport is her primary activity and that she got paid for her engagement based on a contract between the Parties. Therefore, the Claimant is considered as professional athlete and the Respondent had to act in accordance with Article 27 of the Law on Sports (edition 2018). Furthermore, the Claimant had the obligation to fulfill her work, i.e. training, playing etc., personally, the Respondent could give her instructions, she had to integrate herself into the Club and of course she was economically dependent on the Respondent as it was the payments of the Respondent were her income source.

187. The Panel concludes that article 27 of the Law on Sports (edition 2018) obliged the Respondent to conclude an employment agreement with the Claimant.

188. Article 30 of the Labour Law states:

*“(1) Labor contract shall be concluded prior to commencement of work, in written form.*

*1. If an employer fails to conclude a labour contract with an employee in accordance with Paragraph 1 of this Article, it shall be considered that the employee has entered into employment relationship for an indefinite time period, as of the day of commencement of work.*

*2. In the case referred to in Para. 2 of this Article, the employer is obliged to conclude an open-end labour contract within five days from the date of commencement of work.*

*3. In case that the employee referred to in Para. 2 of this Article does not meet the requirements for work in the specific job, stipulated in the act on internal organization and systematization of posts, the employer is obliged to provide him with one of the rights referred to in Article 167, Para. 2, Item 6, and Article 169 of this Law.*

*4. In case of obstacles for establishment of a labour relationship referred to in Article 21 of this Law, the employer is not obliged to pay the severance pay referred to in Article of this Law.”*

189. It is clear that the Respondent was obliged to establish an employment relationship in accordance with the provisions of the Labour Law with the Claimant. In case of absence of this kind of relationship, the employee must not be treated differently to a regular employee. Therefore, if the employer does not conclude an employment contract with the employee, it will be considered that both parties have established an employment relationship.

190. The Panel concludes that the Special Agreement is evaluated based on the content and it is therefore considered as employment contract.

The Parties had therefore to fulfil their obligations in accordance with the Labour Law.

**b) Was the Respondent obliged to pay the Claimant's salary during her pregnancy?**

191. The Panel concluded that the Special Agreement need to be treated as an employment contract.

192. Article 126 of the Labour Law provides:

*"Maternity leave*

*(1) An employed woman shall use mandatory maternity leave of 98 days, out of which 28 days prior to the expected delivery date, and 70 days upon childbirth.*

*(2) The expected delivery dates is determined by the competent specialized doctor.*

*(3) Exceptionally from Paragraph 1 of this Article, the maternal leave of 70 days from the date of delivery, may be used by both parents simultaneously if two or more children were born.*

*(4) Exceptionally from Paragraph 1 of this Article, the father of the child shall be entitled to a leave from the date of childbirth, if the mother died during child delivery, she is seriously ill, she abandoned the child, if her parental rights are terminated or she is serving a prison sentence.*

*(5) If the child is born prior to the expected delivery date, mandatory maternity leave referred to in Paragraph 1 of this Article shall be extended for the number of days between the actual and the expected delivery date.*

*(6) The term child born earlier in the sense of Paragraph 5 of this Article involves a child born prior to completing 37 weeks of pregnancy, according to the findings of the competent specialized doctor."*

193. Article 130 of the Labour Law states:

*"(1) During the leave referred to in Articles 126, 127, 135 and 136 of this Law the employee shall be entitled to all the rights acquired from employment as before the beginning of use of the absence referred to in Articles 126, 127, 135 and 136 of this Law, as well as all benefits from any improvement in working conditions to which he/she would have been entitled during his/her leave.*

*(2) During the leave referred to in Articles 126, 127, 135 and 136 of this Law, the employee shall have a right to earnings reimbursement in the amount which cannot be smaller than earnings reimbursement given in case of temporary inability to work due to pregnancy maintenance, in line with the law.*

*(3) The employer shall allow the employee referred to in Articles 126, 127, 135 and 136 of this Law to return to the same job or to an equivalent job with at least the same wage upon expiry of the leave.*

*(4) At the request of the employee, the employer may, taking into account the needs of the employee that he/she stated in his/her written request, at the expiration of his/her absence referred to in Articles 126, 127, 135 and 136 of this law, allow the change of working hours and/or patterns of work of such employee, where the work process of the employer allows for such a change."*

194. Article 130 in connection with Article 126 of the Labour Law clearly states a woman in an employment relationship shall be entitled to all the rights acquired from employment, during the use of maternity leave. It is further highlighted that a pregnant woman has a right to earnings reimbursement in an amount not smaller than earnings reimbursement given in case of temporary inability to work due to pregnancy maintenance.

195. Article 40 of the Law on Mandatory Health Insurance states:

*“[...] Wage compensation during temporary inability to work due to occupational disease and injury at work, except for the consequences that occurred as a result of occupational disease and injury at work, maintenance of pregnancy (treatment of threatened abortion), as well as voluntary donation of blood, tissues and organs, is provided in the amount of 100% of the basis for compensation. [...]”*

196. It follows therefrom that the Respondent had the obligation to pay the Claimant the full salary during the maternity leave period (September 2020 until March 2021). Taking into account the fact that the Claimant also fulfilled her contractual obligations in September 2020, April 2021 and May 2021, it can be concluded that the Respondent was obliged to pay the Claimant 100% of the compensation for the season 2020/2021, i.e. EUR 150.000, in accordance with the Special Agreement.

197. Concerning Article 4 of the Basic Agreement it needs to be highlighted that provisions denying and undermine fundamental maternity protection rights cannot be applicable as they are *contra bonos mores*. Therefore, the question concerning the Claimant's signature is irrelevant.

## **c) If such obligation was not fulfilled, what consequences should arise therefrom?**

198. Having found the violation of the Special Agreement by the Respondent, the question is what consequences should arise therefrom.

199. The Panel hereby recalls the legal principle *pacta sunt servanda* and comes to the conclusion that the Respondent had to pay the Claimant a compensation in the amount of EUR 150.000 for the season 2020/2021.

200. It is undisputed that the Respondent paid the Claimant EUR 5.000 for the season 2020/2021.

201. Taking into account the previously paid EUR 5.000, the Panel concludes that the Respondent has to pay EUR 145.000 for the season 2020/2021, with statutory default interest in the amount of 2% as of 1 August 2021. With a calculated payment date of 15 June 2024, the total interest is amounting to EUR 8.334,52. Any further delay needs to be calculated accordingly.

202. Concerning the default interest rate the Panel wishes to highlight the following. The default interest rate in Country Y is presumed to be 8%. However, it is a fact that interest should not be a punishment. Moreover, arbitration shall not be an opportunity to enrich itself. Taking into consideration the worldwide interest situation during the period concerned and the fact that a debt should not be used as an extraordinary income source, the Panel in this regard decides *ex aequo et bono* and defines the default interest rate with 2%, which is high in comparison to the average interest rate on the market. For further significant delays in payment the full interest rate is due and shall be paid by the defendant.

## **E. Costs**

203. Article 21 of the Procedural Rules provides the following:

*“21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.*

*21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear each own costs or apportion the costs between the parties. [...]*

*21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award.”*

204. Article 22.3 of the Procedural Rules specifies:

*“The costs of the parties shall not be refunded.”*

205. The arbitration proceedings costs amount to € 8.044 (€1.500 registration fee/€800 arbitrators’ fees/€3.744 administrative fees/€2.000 expert fee). Taking into consideration the outcome of the proceedings, the Panel finds that the Respondent has to bear the total amount of the costs associated with the proceedings at hand.

206. The Respondent has to compensate the Claimant’s advance payment, i.e. €5,000 - five thousand Euro.

207. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

## V. Award

1. On these grounds, the European Handball Court of Arbitration rules in a unanimous decision that:

2. The claim of the Player is upheld.

3. The Respondent shall pay all upstanding amounts due contractually by virtue of the Special Agreement entered by the Parties on 2 December 2016.

4. The costs of these ECA proceedings amounting to €8.044 (eight thousand and forty-four Euro) shall be borne by the Respondent.

5. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.