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SPORTS ARBITRATION AND EFFECTIVE JUDICIAL PROTECTION UNDER EU LAW: THE *RFC SERAING* CASE

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ABSTRACT: The Grand Chamber judgment of 1 August 2025 in the Royal Football Club Seraing SA v FIFA, UEFA, URBSFA case constitutes a further step in the Court of Justice's case-law on the relationship between international sports arbitration – particularly before the Court of Arbitration for Sport – and the system of judicial protection mandated by EU law. Building on the International Skating Union v Commission case, the Court of Justice reaffirmed that arbitral awards applying EU law must remain subject to review by a court entitled to make a preliminary reference under Article 267 TFEU and competent to verify compliance with EU public policy. This commentary situates Seraing within the existing doctrinal framework, compares it to previous case-law, and evaluates the potential impact on sports arbitration.

La sentenza della Grande Sezione del 1° agosto 2025 nella causa Royal Football Club Seraing SA c. FIFA, UEFA, URBSFA segna un ulteriore sviluppo nella giurisprudenza della Corte di Giustizia in tema di rapporti tra arbitrato sportivo internazionale – in particolare dinanzi al Tribunale Arbitrale dello Sport – e sistema di tutela giurisdizionale sancito dal diritto dell'Unione. Proseguendo il solco tracciato nella causa International Skating Union c. Commissione, la Corte ha riaffermato che i lodi arbitrali che applicano norme dell'Unione devono poter essere sottoposti al controllo di un organo giurisdizionale abilitato a proporre un rinvio pregiudiziale ai sensi dell'art. 267 TFUE e competente a verificare la conformità all'ordine pubblico dell'Unione. Il presente contributo colloca la sentenza Seraing nel quadro dottrinale e giurisprudenziale esistente, ne analizza i profili di continuità e di novità rispetto ai precedenti e valuta le possibili implicazioni sull'assetto dell'arbitrato sportivo internazionale.

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Arbitrato sportivo – Controllo giurisdizionale – Ordine pubblico dell'Unione europea.

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Introduction

The dispute between RFC Seraing, a Belgian professional football club, and the *Fédération Internationale de Football Association (*FIFA) engages fundamental issues situated at the confluence between international sports arbitration, the enforcement of arbitral awards within the European Union (EU) legal order, and the principle of effective judicial protection enshrined in Article 19, paragraph 1, of the Treaty of the European Union (TEU) and Article 47 of the Charter of Fundamental Rights of the European Union (Charter).

At its heart lies the compatibility with EU law of the blanket ban on third-party ownership (TPO) and third-party influence (TPI) of footballers' economic rights, provided for by Articles 18*bis* and 18*ter* of the FIFA Regulations on the Status and Transfer of Players (RSTP),[1] and the procedural question of whether an arbitral award rendered outside the European Union, and reviewed solely by a non-Member State court, can acquire *res judicata* or probative effect within the EU.

The case's procedural trajectory – spanning FIFA disciplinary bodies, the Court of Arbitration for Sport (CAS), the Swiss Federal Tribunal (SFT), and the Belgian judiciary – unfolded over the course of a decade, culminated in a preliminary reference to the Court of Justice of the European Union (CJEU) and,

[1] FIFA Regulations on the Status and Transfers of Players,2025 edition, available at *https://digitalhub.fifa.com/m/696d877ea35ca761/original/Regulations-on-the-Status-and-Transfer-of-Players-January-2025-edition.pdf* (accessed on 16 August 2025).

on 1 August 2025, a landmark judgment possibly reshaping the interface between sports arbitration and EU Member States judicial review.[2]

1. Factual and Procedural Background

In 2015, RFC Seraing signed two agreements with Doyen Sports Investment Ltd, granting the Maltese investor company a share in the economic rights of some players and contractual influence over their future transfers. These arrangements amounted to prohibited third-party ownership and influence under Articles 18*bis* and 18*ter* RSTP, rules designed by FIFA to protect the integrity, independence, and autonomy of clubs in transfer dealings.[3]

On 4 September 2015, FIFA's Disciplinary Committee imposed a four-window transfer ban and a fine on RFC Seraing, a decision confirmed by the FIFA Appeal Committee five months later. The club then brought the case before CAS, arguing that the bans on TPO and TPI breached EU free movement provisions (Articles 45, 56 and 63 TFEU) and competition rules (Articles 101 and 102 TFEU).[4]

In its award of 9 March 2017, CAS applied the FIFA RSTP and Swiss law, while also treating relevant EU provisions as mandatory rules under Article 19 of the Swiss Private International Law Act (PILA). The panel engaged with these norms in a structured way, applying the Court of Justice's full proportionality test to assess FIFA's objectives, consider possible less restrictive measures, and scrutinize the legitimacy of the TPO ban.[5]

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[2] ECJ, judgement of 1 August 2025, *Royal Football Club Seraing SA v. Fédération Internationale de Football Association (FIFA), Union des Associations Européennes de Football (UEFA), Union Royale Belge des Sociétés de FootballAassociation ASBL (URBSFA*), case C-600/23, ECLI:EU:C:2025:617. S. Bastianon, *From Lausanne to Luxembourg: the CJEU's Seraing Judgment and the Boundaries of Sports Arbitration Under EU Law*, Football Legal, 5 August 2025, available at *https://www.football-legal.com/content/from-lausanne-to-luxembourg-the-cjeus-seraing-judgment-and-the-boundaries-of-sports-arbitration-under-eu-law*; D. Mavromati, *The Seraing v. FIFA Judgment of the CJEU: Essential Takeaways*, available at *https://www.sportlegis.com/2025/08/12/the-seraing-v-fifa-judgment-of-the-cjeu-essential-takeaways/*.

[3] See *FIFA Manual TPI and TPO in Football Agreements*, General Considerations and Background Information, 9. Available at *https://digitalhub.fifa.com/m/6413cca6d9bc5032/original/MANUAL-ON-TPI-AND-TPO-IN-FOOTBALL-AGREEMENTS-Dec-2021-Update.pdf*. For a critical overview of the FIFA' ban on TPO, please see J. Lindholm, *Can I please have a slice of Ronaldo? The legality of FIFA's ban on third-party ownership under European union law*. Int Sports Law J 15, 137–148 (2016).

[4] Award available in French at *https://jurisprudence.tas-cas.org/shared%20documents/4490.pdf* (last accessed on 10 August 2025).

[5] See A. Duval, *RFC Seraing at the Court of Arbitration for Sport: How FIFA's TPO ban Survived (Again) EU Law Scrutiny*, *Asser International Sports Law Blog*, 26 April 2017. From the same Author, CAS 2016/A/4490, *RFC Seraing v. Fédération Internationale de Football Association (FIFA)*, Award of 9 March 2017, A. Duval, A. Rigozzi, (eds) *Yearbook of International Sports Arbitration 2017*. T.M.C. Asser Press, The Hague. According to Duval, such application of EU free movement and competition principles represented a qualitative step – although not decisive –

They held that on one hand, although the bans on TPO and TPI restricted the free movement of capital, they were justified to protect competition integrity, prevent conflicts of interest, avert market manipulation, and preserve club independence and were thus considered appropriate, necessary, and proportionate.

On the other hand, alleged restrictions on the freedoms to provide services and movement of workers were found unproven or negligible, no breach of EU or Swiss competition law was found. Finally, while the fine on RFC Seraing was upheld, the transfer was reduced from four to three registration periods for reasons of proportionality and because the agreements predated the ban's full application.[6]

On 20 February 2018, the SFT rejected RFC Seraing's annulment application,[7] holding that neither Swiss nor EU competition law forms part of the substantive public policy standard applicable under Swiss arbitration law. Therefore, the CAS award became final under Swiss law. In Belgium, the Court od Appeal, relying on Articles 24,[8] 28[9] and 1713, paragraph 9[10] of the Belgian Judicial Code – recognized that the award had *res judicata* effect between the parties, and probative value *vis-à-vis* third parties.[11]

In a separate procedural track, in April 2015, prior to FIFA's disciplinary action, RFC Seraing and Doyen challenged the FIFA's TPO/TPI ban and the arbitration clause in favour of CAS before the Brussels Commercial Tribunal in the context of an application for compensation. The latter declined jurisdiction but on appeal, the Brussels Court of Appeal held that the arbitration clause was overly broad and invalid under Belgian law, confirming that it retained jurisdiction on the application for compensation filed by Seraing and Doyen.[12]

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forward in aligning CAS awards with the analytical standards expected of courts and tribunals operating within the EU legal order.

[6] See P. Moyersen, *FIFA's TPO ban: an in-depth analysis of the CAS award of 9 March 2017 (CAS 2016/A/4490 ASBL Royal Football Club Seraing v. FIFA)*, Football Legal, 2016, issue 7.

[7] SFT Judgment 4A_260/2017 of 20 February 2018 (motion to set aside the CAS Award TAS 2016/A/4490).

[8] "*Every final decision shall, from the time of its delivery, have the authority of res judicata*".

[9] "*Every decision shall acquire the force of res judicata as soon as it is no longer open to objection or appeal, save as otherwise provided by law and without prejudice to the effects of extraordinary appeals*".

[10] *The award shall have the same effect in the relations between the paries as a decision of a court*".

[11] Swiss Federal Supreme Court, Decision 4A_116/2016, 13 December 2016, recital 4.1: "*Competition law provisions are generally excluded from the narrow notion of substantive public policy for purposes of Art. 190(2)(e) PILA*".

For a detailed analysis of the nature of the CAS awards see M.Coccia, 'Court of Arbitration for Sport", *International Sports Justice*, M. Coccia and M. Colucci eds., SLPC, 2024.

[12] D. Mavromati, *SFT Judgment 4A_260/2017 in the TPO case between FC Seraing v. FIFA & the Brussels Court of Appeal Decision: A parallel Universe*?, available at *https://www.sportlegis.com/2018/09/10/the-swiss-federal-judgment-in-the-third-party-ownership-case-fc-seraing-v-fifa-and-the-decision-of-the-brussels-court-of-appeal-a-parallel-universe/?* The Author observed that Scholars noted that these concurrent proceedings created a "parallel universe," as FIFA's TPO ban was immune from further review in Switzerland but remained challengeable in Belgium due to differing approaches to arbitration clauses. This contrast underscores the territorial limits of Swiss judicial authority and the risk of divergent national practices within the EU undermining uniform application of sports arbitration agreements.

On 12 December 2019, the Brussels Court of Appeal dismissed RFC Seraing's claims, holding that the CAS award – confirmed by the SFT – had *res judicata* effect against FIFA and probative value against URBSFA (*Union Royale Belge des Sociétés de Football Association*), creating a presumption of EU law compliance and barring any re-litigation.[13]

RFC Seraing lodged an appeal on a point of law to the Belgian Supreme Court (*Cour de Cassation*), contending that EU law prohibits granting such effects to an award reviewed solely by a non-EU court lacking the power to make a preliminary reference under Article 267 TFEU.

Seized of the matter, that court decided to stay the proceedings and to refer two preliminary questions to the Court of Justice. In essence, it asked whether Article 19 TEU, read in conjunction with Article 267 TFEU and Article 47 of the Charter, prevents national law from applying to a CAS arbitral award and upheld by the SFT in two respects: a) by treating the award as having authority of *res judicata* in the relations between the parties to the dispute, and b) by giving the award, as a result of that effect, probative value *vis-à-vis* third parties.

2. The Relevant Court of Justice's Case-Law on Arbitration and EU law

The present reference is not the first occasion on which the Court of Justice has been called upon to clarify the conditions under which an arbitral mechanism may be regarded as compatible with the requirements of EU law.

Already in 1982, in the *Nordsee* case,[14] the Court highlighted that the uniform application of EU law across the Member States constitutes a fundamental principle which cannot be contractually derogated from. While arbitral tribunals, as such, lack the competence to make preliminary references to the CJEU, national courts remain responsible for ensuring compliance with EU law in matters arising from arbitration. This responsibility may be exercised in various procedural contexts, including the provision of judicial assistance to arbitration, the interpretation of substantive rules applicable to the dispute, and the review of arbitral awards – the scope and intensity of which are determined by the applicable national procedural framework.[15]

In the subsequent *Eco Swiss* case,[16] the EU judges acknowledged that the effectiveness of arbitration is served by limiting the scope of judicial review, such that annulment or refusal to recognize an award should be permissible only in

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[13] As reported in, ECJ, judgement of 1 August 2025, *Royal Football Club Seraing SA*, paragraphs 48–50.

[14] Court of Justice, judgement of 23 March 1982, *Nordsee Deutsche Hochseefischerei GmbH v Reederei Mond Hochseefischerei Nordstern AG & Co. KG and Reederei Friedrich Busse Hochseefischerei Nordstern AG & Co. KG*., Case 102/81, ECLI:EU:C:1982:107.

[15] Ibid., paragraph 14.

[16] Court of Justice, 1 June 1999, *Eco Swiss China Time Ltd v Benetton International NV*, Case 126/97, ECLI:EU:C:1999:269.

exceptional circumstances.[17] Nevertheless, the Court stressed that even a restricted review must, in all cases, ensure that the parties have access to a court or tribunal, capable of assessing whether the award complies with the principles and provisions of EU public policy relevant to the dispute.[18]

In the *ISU* case,[19] the Court of Justice addressed the question of international sports arbitration in explicit terms. Reiterating its previous case law, the Court confirmed that an individual may, by clear and precise contractual stipulation, validly agree to submit all or part of any disputes arising from that agreement to an arbitral body in lieu of the national courts that would otherwise have jurisdiction under the applicable domestic law.[20]

It further acknowledged that considerations of procedural efficiency and the finality of arbitral proceedings may justify limitations on the scope of judicial review.

Nevertheless, the Court held that, in all circumstances, such review must (a) encompass an assessment of whether the award complies with the fundamental provisions forming part of EU public policy, in particular Articles 101 and 102 TFEU; and (b) be conducted by a court capable of making a reference under Article 267 TFEU. This safeguard assumes particular importance where the arbitration mechanism is effectively imposed by a private-law entity – such as an international sports federation – upon another contracting party, notably an athlete.

The reference in *RFC Seraing* must be read against this jurisprudential background. As in *Nordsee*, it raises the question of how EU law oversight can be ensured when disputes are resolved through arbitration – here, by the CAS in Lausanne. In such cases, awards are subject only to review by the Swiss Federal Supreme Court, which lacks the power to make a preliminary reference under Article 267 TFEU.

Consistent with the principles articulated in *Eco Swiss* and reaffirmed in *ISU*, the proceedings before the Belgian Supreme Court confront the tension between, on the one hand, the efficiency and finality of the arbitral process and, on the other, the need for effective judicial scrutiny to verify compliance with EU public policy.

The preliminary questions submitted to the Court of Justice thus invite clarification as to whether national rules granting *res judicata* and probative effect to such awards are compatible with the EU's system of judicial protection, particularly where the arbitral mechanism operates within the framework of a private regulatory regime such as that of FIFA.

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[17] Ibid., paragraph 35.

[18] Ibid., paragraph 40.

[19] Court of Justice, 21 December 2023, *International Skating Union v Commission*, Case C-124/21 P, ECLI:EU:C:2023:1012.

[20] Ibid., paragraph 193.

3. The Advocate General Ćapeta's Opinion

This jurisprudential context framed the opinion delivered by Advocate General Ćapeta,[21] who drew a sharp, and in her view, decisive distinction between commercial arbitration, exemplified by *Eco Swiss* as voluntarily accepted by both parties, and sports arbitration under the FIFA – CAS system, imposed as a mandatory condition: players and clubs have no genuine choice but to accept CAS jurisdiction if they wish to participate in competitions organized under FIFA's authority, and refusal would effectively bar them from playing or competing.[22]

She also noted the self-enforcing nature of CAS arbitration: FIFA can implement CAS awards directly, without recourse to national courts. The *Seraing* case, in which FIFA sanctions were imposed and upheld without the need for domestic judicial intervention, was a salient example of this institutional autonomy.[23]

On this basis, the Advocate General questioned whether the narrow judicial review traditionally applied to commercial arbitral awards – confined to public policy considerations – was suitable in the context of sports arbitration.

In her assessment, the structural asymmetries, regulatory compulsion, and direct enforcement powers inherent in the FIFA–CAS system demand a broader standard of review. National courts, she argued, must be able to examine CAS awards for compliance with the full range of applicable EU law provisions, and not merely for compatibility with public policy, so as to guarantee effective judicial protection as required by the Treaties.[24]

Finally, the Advocate General casted doubt on the applicability of the 1958 New York Convention to forms of mandatory sports arbitration, such as the FIFA–CAS system at stake.

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[21] Opinion of the Advocate General Ćapeta,16 January 2025, *Royal Football Club Seraing v FIFA et a*., Case C-600/23, ECLI:EU:C:2025:24. S. BASTIANON, *Sports arbitration and EU law: what is at stake? Summary in the wake of the Opinion of the Advocate General Ćapeta in the Seraing case*, in *rivista.eurojus.it*, Fasc. 1, 2025; P. LANDOLT, *The Advocate General Opinion in Seraing vs FIFA: A Cautionary Tale*, *https://legalblogs.wolterskluwer.com/arbitration-blog/the-advocate-general-opinion-in-seraing-vs-fifa-a-cautionary-tale/*; D. MAVROMATI, *Opinion of the Advocate General Ćapeta in Case C-600/23 Royal FC Seraing v. FIFA et al.*, *https://www.sportlegis.com/2025/01/27/opinion-of-the-advocate-general-capeta-in-case-c-600-23-royal-fc-seraing-v-fifa-et-al/.*

[22] For a critical analysis of the AG's Opinion, see U. HAAS, H. KAHLERT, A. RIGOZZI, *Sports Arbitration Under Threat*, *https://www.jusletter.ch.*

[23] Ibid., paragraphs 76-80.

[24] Ibid., paragraph 125.For the Advocate General, "[d]*irect access to challenge FIFA's rules, despite a CAS award confirming their validity, should be available to subjects who claim that their rights guaranteed by EU law have been infringed. The scope of review should not be limited to public policy but should include all relevant EU law provisions. It should be possible to exercise such review in all judicial proceedings, be they initiated as a direct challenge to FIFA's rules, in enforcement proceedings of a CAS arbitral award, or incidentally in a different type of procedure, such as the one initiated by an action for damages*".

In her view, Article II (1) of the Convention presupposes an arbitration agreement freely and consensually concluded between the parties – an element arguably absent where submission to CAS jurisdiction constitutes a *de facto* precondition for participation in professional football.[25]

Thus, CAS awards of this mandatory nature would fall outside the protective framework of the Convention, releasing national courts from its limits on review. Conversely, if the Convention were held applicable, the Advocate General proposed a re-interpretation of Article V(2)(b)'s public policy exception to encompass the EU's fundamental principle of effective judicial protection.

Such an approach would entail a reconceptualization of the notion of public policy for the purposes of the Convention, permitting comprehensive judicial scrutiny of CAS awards in cases of mandatory arbitration, ensuring their conformity with the full range of EU legal norms rather than with public policy in its narrow sense.[26]

4. The Judgment of the Court of Justice

4.1 Effective Judicial Protection and the Review of Sports Arbitration Awards

The first part of the ruling focuses on the importance of an effective judicial protection within the EU legal order, which serves as a safeguard to ensure that all rights conferred on individuals by EU law can be effectively enforced.[27]

This guarantee rests on two complementary provisions. On one side, Article 47 of the Charter recognises a subjective right of individuals to have access to an effective remedy before an independent and impartial tribunal.[28]

On the other side, Article 19, paragraph 1, TFEU frames it as an objective obligation imposed on Member States to establish a system of legal remedies and procedures capable of ensuring judicial protection in the fields covered by EU law.[29]

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[25] Ibid., paragraphs 116-122.

[26] For a critical reading of the AG Opinion, See P. Landolt, *The Advocate General Opinion in Seraing vs FIFA: A Cautionary Tale*, available at *https://legalblogs.wolterskluwer.com/arbitration-blog/the-advocate-general-opinion-in-seraing-vs-fifa-a-cautionary-tale/*. The Author states that "*[r]equiring setting aside review of foreign arbitration awards is contrary to the duty under Art. II(1) of the NY Convention to recognise arbitration agreements. It would be to drive a cart and horses through such recognition to limit it to first instance jurisdiction but then permit review especially one which may be tantamount to an appeal. Taking jurisdiction to invalidate a NY Convention award offends moreover against the obligation in Art. III of the NY Convention to recognise arbitration awards. Recognition denotes not just a legal proceeding. It is a more generalised treatment of the finality of NY Convention awards. The NY Convention in that Article goes out of its way to stipulate that such awards are "binding".*

[27] Court of Justice, 1 August 2025, *Royal football Club Seraing*, paragraph 69.

[28] Ibid., paragraph 70.

[29] Ibid., paragraph 74.

Thus, while the Charter provision operates at the level of individual entitlements, allowing persons to invoke it directly before a court, the Treaty imposes a structural obligation on Member States to organise their judicial systems as to secure such protection in practice. Together, these provisions form a dual guarantee, combining the individual's enforceable right with the State's institutional responsibility.

Despite the "cardinal importance"[30] of the effective judicial protection, the Court of Justice clarified that neither Article 19, paragraph 1, TFEU nor Article 47 of the Charter requires the existence of a direct legal remedy whose primary purpose is to challenge a specific measure.

It is sufficient that the national legal system provides one or more remedies which, taken together, enable individuals to obtain effective judicial review indirectly, thereby safeguarding the rights and freedoms conferred by EU law.[31]

Crucially, such remedies must permit the competent national court or tribunal to refer questions to the Court of Justice under Article 267 TFEU. The preliminary reference mechanism – described by the Court as the "keystone" of the judicial system established by the Treaties – serves to maintain a dialogue between the Court of Justice and national courts, thereby ensuring the uniform interpretation, full effect, and autonomy of EU law. In this way, Article 267 TFEU forms an essential element of the EU judicial architecture, enabling national courts to guarantee the effective judicial protection of rights derived from EU law.[32]

Notwithstanding the foregoing, the EU judges have reiterated their position already expressed in *ISU*, that parties may, by means of contractual terms that are unambiguous and precise, agree to confer jurisdiction over all or part of any disputes arising from their contractual relationship upon an arbitral body, thereby displacing the jurisdiction of the court or tribunal which would otherwise be competent under the applicable procedural regime.

They have, however, emphasized that when an arbitration mechanism operates within all or part of the territory of the European Union, in relation to an economic activity, it must be both designed and applied in a manner consistent with the constitutional principles underpinning the Union's judicial architecture. Moreover, it must secure the effective observance of EU public policy.[33]

The EU judges then set out the requirements for judicial review of awards rendered under the CAS–FIFA mandatory arbitration, so that competent national courts can guarantee effective judicial protection under Article 47 of the Charter and fulfil Member States's duty under Article 19, paragraph, TEU.

First, the Court held that Article 19, paragraph 1, TEU does not require sports arbitration awards to be subject to a *direct* legal remedy within the European Union – such as an action for annulment, an objection, or an appeal – allowing individuals to challenge the award before a court within the EU legal order with

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[30] Ibid., paragraph 69.
[31] Ibid., paragraph 76.
[32] Ibid., paragraph 77.
[33] Ibid., paragraphs 81 and 82.

full judicial review. This reading reflects the institutional reality of the FIFA as well as other international sports associations and CAS seated in Lausanne, and subject only to review by the Swiss Federal Supreme Court, which lies outside the Article 267 TFEU preliminary reference mechanism.[34]

Second, where no direct EU remedy exists, Article 19, paragraph 1, TFEU still requires the possibility of *indirect* judicial review before a court or tribunal of a Member State whenever it is asked to examine the award.[35] In that regard the Court stressed that "*In the absence of such an indirect review or if that review is not effective, there would be no legal remedy making it possible to ensure effective judicial protection for the individuals concerned, with the result that the Member State concerned is required to put in place such a remedy*".[36]

Then, the Court clarified the substantive and procedural standards that indirect judicial review must meet to comply with the guarantees of Article 47 of the Charter.

This constitutes the truly innovative contribution of the *Seraing* judgment. For the first time, the Court of Justice spelled out a set of concrete requirements designed to ensure that judicial review of arbitral awards is not merely formal, but genuinely effective in safeguarding EU public policy – most notably the competition rules and the fundamental freedoms. In particular, national courts must be able to:
(i) scrutinise the award's interpretation and application of those principles to the facts;
(ii) adopt all measures necessary to give full effect to their judgment, including damages and injunctions, and termination of the infringing act, measure, or conduct – going beyond mere declarations of incompatibility,
(iii) grant interim measures to preserve the effectiveness of the final decision, even where a preliminary reference is pending;[37] and
(iv) disapply any national provisions or internal rules of sports associations that would hinder individuals from seeking, or courts from granting, such interim relief.[38]

In light of the above, the Court of Justice concluded that national laws giving res *judicata* effect to a CAS awards whose compliance with EU public policy has not been assessed by a court of a Member State, must be disapplied so as to guarantee individuals effective judicial protection under Article 47 of the Charter and Article 19 TFEU.[39]

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[34] The Court of Justice nonetheless observed that a sports association may voluntarily structure its dispute-resolution system so that awards are amenable to direct EU-based review (e.g., by situating the arbitral seat in a Member State or creating an EU appellate instance), thereby placing awards under the direct supervisory jurisdiction of the EU judiciary, Ibid., paragraph 99.
[35] For example, in the context of an application for a delaration of invalidity, for the adoption of an injunction and for compensation or in the context of any other national judicial proceedings. Ibid., paragraph 106.
[36] Ibid., paragraph 100.
[37] Ibid., paragraphs 101-105.
[38] Ibid., paragraphs 107.
[39] Ibid., paragraph 108.

Similarly, when national law gives a CAS award probative value against third parties, that value linked to the award's *res judicata* effect, cannot stand without Member State court review of the award's compliance with EU public policy, as this would undermine the right to an effective remedy.

Therefore, to protect the rights guaranteed by Article 47 of the Charter and Article 19, paragraph 1 TEU, national courts must ensure that individuals can challenge the award's compatibility with EU public policy, even if the award is being relied on by a third party.[40]

4.2 Anchoring the New York Convention in EU Public Policy Review

Lastly, echoing a principle already expressed in 1999 in its *Eco Swiss* jurisprudence,[41] the Court of Justice anchored its conclusion in the framework of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("Convention").

The Court recalled that although the Convention obliges contracting States to recognise and enforce foreign arbitral awards rendered pursuant to valid arbitration agreements, this obligation is not absolute. It is intrinsically conditioned by the correlative duty to ensure that the parties concerned can obtain, either on their own initiative or *ex officio*, a review of such awards for consistency with the enforcing State's public policy.

For EU Member States this obligation entails an additional and inescapable dimension: the review must also encompass compliance with EU public policy. This includes the Union's fundamental freedoms and competition rules, which form part of its constitutional framework and are non-derogable through private agreements to arbitrate.

This reasoning integrates the safeguards of the New York Convention into the EU's constitutional order, ensuring that the recognition and enforcement of foreign-seated arbitral awards – such as those rendered by the CAS in Lausanne – are thus subject to the scrutiny required under Articles 19, paragraph 1, TEU and 47 of the Charter. This ensures that the institutional autonomy of arbitral bodies cannot be used as a shield against the Union's guarantees of effective judicial protection.

In doing so, the Court of Justice addresses again a potential structural gap: without such coupling of obligations, parties could strategically resort to arbitral *fora* located outside the Union's judicial system in order to insulate awards from public policy review and from the preliminary reference mechanisms under Article 267 TFEU. The Court's approach thus reaffirms that arbitral autonomy, while recognized and protected under international law, cannot override the Union's fundamental legal principles and the uniform application of EU law.[42]

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[40] Ibid., paragraph 109.

[41] See, Court of Justice, *Eco Swiss*, paragraph 37.

[42] Ibid., paragraph 117.

5. *The* Seraing *Case: FIFA's Reliance on* Res Judicata *as an Incidental Request for Award Recognition*

The Court's clarifications in *Seraing* must be read in light of the procedural context of the Belgian proceedings that generated the reference.

The case originated from the lawsuit brought by Doyen and Seraing before the Brussels Commercial Court against FIFA, UEFA, and URBSFA. They sought a declaration that FIFA's rules prohibiting TPO was incompatible with EU competition law and freedom of movement, together with compensation for the alleged damages suffered.

This action preceded FIFA's disciplinary proceedings and the subsequent CAS arbitration. However, during the proceedings before the Belgian court, both the CAS award and the SFT judgement were delivered. On that basis, FIFA invoked the *res judicata* effect of the CAS award in order to preclude the national court's ruling on the compatibility of the FIFA TPO rules with EU law.

FIFA's reliance on the arbitral award amounted to an incidental request for recognition under Belgian law. By recalling the position expressed by the Belgian government at the hearing,[43] the Court of Justice underlined that Belgian law allows national courts to refuse recognition of an arbitral award that conflicts with public policy, whether recognition is sought directly, or incidentally.

In the *Seraing* case, the CAS award was clearly relied on incidentally in proceedings before a national court, so its recognition still required compliance with the Belgian Judicial Code, and confirmation that it was not contrary to public policy, as expressly required by the New York Convention and Belgian law.

In this respect, the EU Court's ruling did not establish a novel principle but – as outlined in the previous paragraphs – rather confirmed what had already been articulated in *Eco Swiss* and *ISU*, namely the primacy of EU public policy concept, including rules on competition and free movement, in the recognition of arbitral awards.

This continuity paved the way for the Court broader reasoning in *Seraing*. The EU judges once again confirmed that *(i)* individuals may submit disputes to arbitration in place of national courts (*Eco Swiss*),[44] *(ii)* judicial review of arbitral

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[43] Ibid., paragraph 63. "*[t]here are, in that context, three ways in which an arbitral award may be challenged before the Belgian courts. First of all, where a party submits to the first-instance court having jurisdiction, on the basis of Articles 1720 and 1721 of the Judicial Code, an application seeking the recognition of an arbitral award in Belgium, that court may, on an application by the other party or of its own motion, refuse to grant the former application where that award is contrary to public policy. Next, a party wishing to hinder the recognition of an arbitral award could, on the basis of those provisions, apply to that court for non-recognition of that award. Lastly, although that is not expressly provided for in Article 1721 of the Judicial Code, the non-recognition of an arbitral award may be applied for, or decided by the court of its own motion, as an incidental matter, whenever such an award is relied on in proceedings before a national court, as provided for in Article 22 of the Law setting out the Code of Private International Law in respect of foreign judicial decisions*".

[44] See Court of Justice, *Eco Swiss*, paragraph 35.

awards must safeguard compliance with EU public policy (*Eco Swiss*; *Seraing*),[45] and *(iii)* such review must be effective, i.e. carried out by a court capable of making a reference under Article 267 TFEU (*ISU*).[46]

6. From ISU *to* Seraing*: Evolution and Refinement of EU Judicial Control over Sports Arbitration*

6.1 Continuity and Divergence

Situated within the trajectory from *Eco Swiss* to *ISU*, the *Seraing* judgment is best interpreted as a consolidation and incremental development of the Court's case law. It reflects continuity coupled with the introduction of targeted innovations such as the explicit recognition of the free movement principle as part of EU public policy and the application of interim measures.

Significantly, the Court stressed that national courts, in cases of antitrust violations, must be able not only to "*order damages for the harm caused, but also to bring to an end the conduct amounting to that infringement*".[47] This reasoning is reinforced in *ISU* where the Court held that damages cannot compensate for the absence of a remedy enabling individuals to obtain the termination of anticompetitive conduct and, where that conduct constitutes a measure, the review and annulment of that measure.[48] When examined together a coherent development emerges: national courts must have the authority, where necessary, to annul decisions of sports governing bodies that amount to anticompetitive measures. In practical terms, "*bringing an infringement to an end*"[49] may thus equate, in the sporting context, to annulling or disapplying the contested disciplinary decision and/or regulatory provision.

The combined import of these judgements is that national courts are not confined to passive recognition of arbitral decisions but may be called upon to review – and, if necessary, disapply – the underlying measure of a sports governing body, even if it has been confirmed by CAS, in order to give full effect to EU competition law and fundamental freedoms.

Seraing and *ISU* thus highlight the evolving balance between arbitral autonomy in sport and the primacy of EU law with the fundamental right to effective judicial protection, as enshrined in Article 19, paragraph, TEU and Article 47 of the Charter.

While CAS awards may enjoy finality and *res judicata* effects under Belgian law, the Court of Justice makes clear that such finality cannot shield anticompetitive measures from effective judicial review.

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[45] Court of Justice, *ECO Swiss* , paragraphs 35 and 37, *Seraing* paragraph 87.
[46] Court of Justice, *ISU*, paragraph 198.
[47] Court of Justice, Seraing, paragraph 104.
[48] Court of Justice, *ISU,* paragraph 201.
[49] Courd of Justice, Seraing, pararagraph 104.

This doctrinal trajectory reaffirms the structural role of national courts as the ultimate guarantors of EU public policy in sport, ensuring that the autonomy of sports arbitration remains bounded by the imperatives of the internal market and the fundamental rights of athletes and other stakeholders.

Yet, despite their common normative thread, the two judgments unfolded against markedly different factual and regulatory backdrops.

ISU concerned eligibility rules imposed by the International Skating Union on athletes, challenged in the context of EU competition law proceedings. By contrast, in *Seraing*, the dispute stemmed from disciplinary sanctions imposed by FIFA for breaches of its prohibitions on third-party ownership of players' economic rights, with the CAS award upholding those sanctions subsequently confirmed by the SFT and later invoked before the Belgian courts.

This divergence in factual matrices also explains the different legal lenses mobilised by the Court. Whereas *ISU* centred exclusively on the application of Articles 101 and 102 TFEU, *Seraing* required engagement with a broader range of Treaty provisions – including the free movement of workers, services and capital (Articles 45, 56, and 63 TFEU) – in addition to the competition rules. Moreover, in *Seraing* the questions referred by the Belgian Supreme Court concerned the interpretation of Articles 19 TEU and 47 of the Charter, which enshrine the right to effective judicial protection.

Seen in this light, *ISU* and *Seraing* do not merely settle isolated disputes in sports arbitration, but rather signal a broader trajectory in the Court's jurisprudence. Future disputes at the intersection of EU law and sports arbitration are going to be assessed not only through the lens of competition law but against the full spectrum of fundamental freedoms, with the Court of Justice ready to intervene whenever private regulatory regimes risk undermining the EU public policy.

6.2 The Scope of Judicial Review and EU Public Policy

Crucially, a common principle underpinned both *ISU* and *Seraing* judgments**:** the binding character of CAS awards is permissible only insofar as such awards remain subject to the scrutiny of a court or tribunal of an EU Member State vested with jurisdiction under Article 267 TFEU and empowered to verify their compliance with EU public policy. This requirement applies irrespective of whether the award is invoked directly, in the context of recognition or enforcement proceedings, or indirectly, by way of defence in proceedings initiated for other purposes (such as an action for damages).

In *Seraing*, the Court refined this principle by holding that national procedural rules conferring *res judicata* or probative effect on such awards may be void and powerless where this form of review is absent or ineffective.

In the same vein, then, the Court of Justice explicitly acknowledged the importance of sports arbitration as a dispute-resolution mechanism within the governance of international sport, acknowledging its role in ensuring the uniform

application of sporting rules and in maintaining the autonomy of sports associations like FIFA.

The limits of review were drawn consistently across the two judgments. Both confined the permissible scope of review to EU public policy norms, rejecting a generalized re-examination of all EU law issues. In *Seraing*, the Court did not follow the Advocate General's opinion suggesting a broader review for the national judges covering the entirety of EU law, even in cases of mandatory arbitration like the FIFA–CAS system. While this minimum standard is narrow, it ensures a baseline level of EU judicial oversight without unduly undermining the finality of arbitration. The Court of Justice thereby stops short of adopting the Advocate General's call for full review in respect of all EU law provisions, reflecting a cautious, incremental approach that preserves the balance between effective judicial protection and the stability of the sports arbitration system.

Nonetheless, *Seraing* marked a further step forward. The Court extended the scope of EU public policy to expressly include not only competition rules but also the internal market freedoms, such as the free movement of workers and services, confirming that these freedoms are fundamental EU law norms whose protection forms part of the Union's public policy.[50]

Another point of distinction between the two judgements concerns the role of third-State courts in the system of review. In *ISU*, the Court merely implied that judicial scrutiny carried out by a court outside the Union could not qualify as "effective" [51] for the purposes of Article 47 of the Charter.

By contrast, in *Seraing,* the Court addressed the matter directly, holding that review by a non-EU court which lacks jurisdiction under Article 267 TFEU – such as the SFT – cannot discharge the review obligation incumbent on Member States to guarantee effective judicial protection within the Union's legal order.

Building on this clarification, the Court of Justice reaffirmed that the New York Convention applies to CAS awards, even in the context of mandatory arbitration, rejecting the contention that the absence of free consent automatically excludes such awards from its scope. At the same time, the Courts emphasized

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[50] It is worthy to note that the Court had previously acknowledged in *Mostaza Claro* that certain consumer protection provisions could also qualify as part of EU public policy: "*The importance of consumer protection has in particular led the Community legislature to lay down, in Article 6(1) of the Directive 93/13, that unfair terms used in a contract concluded with a consumer by a seller or supplier 'shall ... not be binding on the consumer'. This is a mandatory provision which, taking into account the weaker position of one of the parties to the contract, aims to replace the formal balance which the latter establishes between the rights and obligations of the parties with an effective balance which re-establishes equality between them.. Moreover, as the aim of the Directive is to strengthen consumer protection, it constitutes, according to Article 3(1)(t) EC, a measure which is essential to the accomplishment of the tasks entrusted to the Community and, in particular, to raising the standard of living and the quality of life in its territory* (see, by analogy, concerning Article 81 EC, *Eco Swiss*, paragraph 36)". (Judgment of the Court of 26 October 2006, case C168/05, paragraph 36 and 37, ECLI:EU:C:2006:675, as recalled in paragraphs 84-86 of the *Seraing* judgement)

[51] Court of Justice, *ISU*, paragraphs 223-225.

that the Convention's public policy exception must be construed broadly enough to safeguard EU public policy.

This interpretation ensures that the recognition and enforcement of arbitral awards within the Union remain conditional on their compatibility not only with the competition law but also the fundamental freedoms of the internal market.

6.3 Overall Significance

These findings show that the *Seraing* ruling strengthens up the EU judicial control over sports arbitration when fundamental EU norms are at stake but it does so in a restrained manner, issuing a cautionary signal while at the same time preserving both the autonomy of international sports governance and the integrity of the EU legal order. In other words, arbitration in sport is legitimate only as long as it does not conflict with fundamental EU rules.

By reaffirming the principles set out in *ISU* and extending them to a broader substantive field, the Court of Justice has entrenched constitutional safeguards ensuring that arbitral awards in the sports sector cannot bypass the EU judicial review when EU law is at stake.

The ruling is perhaps more accurately carachterised as a clarification rather than a departure from the Court's existing case law on the limits of national procedural autonomy and the the duty of domestic courts to ensure the effectiveness of EU law. More specifically, it delineates with greater precision the material scope of their control (competition rules and freedom of movement) and reaffirms the range of actions and remedies available to them when faced with acts, behaviours, or measures that may conflict with EU public policy.

7. The Degree of Judicial Review Under Article 47 of the Charter

In paragraph 76 of the judgement, the Court of Justice recalled that "[t]*he right to an effective remedy guaranteed by Article 47 of the Charter requires, in particular, that those courts or tribunals be able to carry out an effective judicial review of the acts, measures or behaviour alleged, in the context of a given dispute, to have infringed the rights or freedoms which EU law confers on individuals. That requirement means, in principle, that those courts or tribunals must have the power to consider all the issues of fact and of law that are relevant for resolving that case*".

This passage clearly suggests that national courts must be allowed to carry out an in-depth review of the arbitral award against EU public policy and "*to consider all the issues of fact and of law that are relevant for resolving that case*".[52] In this regard, it is worthy to note that in the context of competition law, the Court has clarified that, although national courts may not adopt decisions that conflict with those of the Commission, the principle of effective judicial

[52] Court of Justice, 1 August 2025, *Royal football Club Seraing*, paragraph 75.

protection enshrined in Article 47 of the Charter is nevertheless ensured by the possibility of bringing an action for annulment before the Court of Justice under Article 263 TFEU. Such an action allows for a full review both in fact and in law, including the verification of the evidence, the assessment of the coherence and completeness of the evidentiary framework, and, where appropriate, the modification of the penalties imposed.

By analogy, it may be inferred that, *a fortiori*, judicial review exercised by national courts, when carried out pursuant to Article 47 of the Charter, should have an equally broad scope, ensuring that courts are not confined to a purely formal or external control, but are able to conduct a meaningful assessment of both the factual and legal dimensions of the case.

Lastly, the interpretation proposed in this text seems also confirmed by the Court of Justice's consistent holding that Article 47 of the Charter secures, within the EU legal order, the same protection as Article 6, paragraph 1, ECHR.[53] Accordingly, one could argue that if the scope of Article 47 of the Charter mirrors that of Article 6, paragraph 1 ECHR, then the intensity of judicial scrutiny must also be equivalent. That said, in *Semenya v. Switzerland*, the ECtHR made clear that limited review by the SFT over a CAS award did not satisfy Article 6, paragraph 1 ECHR standards in a case involving fundamental rights. It follows that, where fundamental EU rights are at stake, Article 47 requires a review that is not merely formal or external but sufficiently thorough to address both factual and legal aspects, ensuring a genuine remedy.[54]

Admittedly, some authors, probably relying on paragraph 86 and its reference to "*the legal classification (...) of the facts as established and assessed by the arbitration body*," have argued for a narrower reading that would limit judicial review to the legal consequences drawn from facts already determined by the arbitrators.[55]

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[53] Court of Justice, 8 December 2011. *Chalkor AE Epexergasias Metallon v European Commission*, case C-386/10 P, ECLI:EU:C:2011:815, paragraph 51.

[54] For a first commentary on the ruling see S. Bastianon, M. Colucci, *The Semenya v. Switzerland Ecthr Grand Chamber Judgement: Jurisdiction, Procedural Rights, and Sports Arbitration*, *RDES*, Vol. XXI, 2025; D. Mavromati, *The Semenya Judgment of the European Court of Human Rights: Essential Takeaways*, available at *https://www.sportlegis.com/2025/08/09/the-semenya-judgment-of-the-european-court-of-human-rights-essential-takeaways/*. More generally, see also A. Duval, *The Finish Line of Caster Semenya's Judicial Marathon: A Wake-up Call for the Swiss Federal Supreme Court and the Court of Arbitration for Sport*, VerfBlog, 11 July 2025, *https://verfassungsblog.de/caster-semenya-ecthr/*; A. Duval, *Righting the Lex Sportiva: The Semenya v Switzerland Case and the Human Rights Accountability of Transnational Private Governance*, The European Convention Human Rights Law Review, Brill, 25 April 2025; A. Rigozzi, *Challenging Awards of the Court of Arbitration for Sport, Journal of International Dispute Settlement*, Volume 1, Issue 1, February 2010, 217–265, *https://doi.org/10.1093/jnlids/idp010*.

[55] On this point see D. Manovrati, *The Seraing v. FIFA Judgment of the CJEU: Essential Takeaways*. The Author notes that "*[n]otwithstanding the enlarged review mentioned above, national courts will still be bound by the factual findings established by the arbitral tribunal and the national court will not proceed to a de novo review: This means that, in the case at hand, the Belgian court will have to determine the validity of the TPO rules based on the factual findings as they were established in the CAS Award*".

8. The Relevance of the Arbitration Exception

Another aspect sidelined by the Court of Justice is the relevance of an arbitration clause in light of Article 47 of the Charter. In this respect, it is worth noting that the Seraing dispute could be examined by the Belgian courts because FIFA's objection to their jurisdiction – based on the arbitration clause contained in FIFA's Statutes – was rejected.

The Belgian courts held the clause invalid under domestic procedural law, since it was drafted in excessively broad terms (covering all possible legal disputes) and was not tied to any specific legal relationship, such as a contract or a defined obligation between the parties.

It is therefore worth considering the counterfactual scenario in which the Brussels Court of Appeal had upheld FIFA's objection and excluded the jurisdiction of the Belgian courts. In such a case, the latter would have been unable to hear Seraing's claims or to assess the compatibility of FIFA's prohibition on TPO rules with European public policy.[56] The effect of the FIFA arbitration clause would thus have been to "*limit the possibility for individuals to rely on the rights and freedoms conferred on them by Union law and forming part of the Union's public policy*". This, however, is precisely the outcome that *Seraing* holds to be inadmissible: arbitration cannot operate in a way that shuts off all access to a court for the enforcement of neglected EU rights.

Therefore, it could be argued that, irrespective of its wording, an arbitration clause – even if carefully drafted and legally establishing the jurisdiction of an arbitration mechanism – can never operate so as to deprive the courts of a Member State of the power to assess whether the rules adopted by sports federations comply with European public policy.

Consequently, although the very purpose of an arbitration clause – whether in the commercial or sporting context – is to confer jurisdiction on arbitrators to the exclusion of State courts, the *Seraing* judgment must be interpreted as rejecting any arrangement that would entirely remove the possibility of even incidental judicial scrutiny by a national court.

As a result, the principle affirmed by the Court of Justice that '*the legal order established by the Treaties does not, in principle, preclude individuals who fall within that legal order, for the exercise of an economic activity in the territory of the Union, from submitting disputes that may arise in the course of such activity to an arbitration mechanism*',[57] could risk being attenuated or rendered less effective.

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[56] U. Haas, H. Kahlert, A. Rigozzi, *Sports Arbitration Under Threat*, Jusletter 19 May 2025, 12. The Authors observe that "in Germany, for example, the losing party in CAS proceedings can seek a declaration of (non-)enforceability of the arbitral award by a state court. Ultimately, this is a type of negative declaratory action to which the losing party in the foreign arbitration proceedings is entitled, irrespective of whether the foreign arbitration award has an enforceable content or not".

[57] Court of Justice, *Seraing,* paragraph 78.

In other words, arbitration is accepted within the EU legal order, but only so long as it does not eliminate the possibility for courts of the Member States to ensure compliance with Union public policy.

Conclusions

The *Seraing* judgment represents both continuity and innovation in the Court of Justice's approach to the relationship between arbitration and effective judicial protection under EU law. By reaffirming the principle first articulated in *Eco Swiss* and refined in *ISU* in a sports context, the Court once again underscored that arbitral autonomy – while respected as a legitimate means of dispute resolution among individuals – cannot override the Union's constitutional framework.

Two main findings emerge. First, arbitral awards applying EU law – whether delivered inside or outside the Union – must remain subject to review by a court of a Member State.

It is irrelevant, in this respect, that the CAS is seated in Switzerland: what matters is not the geographical location of the arbitral tribunal but the fact that EU law is being applied. The requirement of review by a Member State court follows directly from the principle of effective judicial protection, which demands comprehensive judicial control to safeguard the effectiveness of EU rights. Review by non-EU courts, such as the Swiss Federal Tribunal, cannot substitute this safeguard. Thus, if in *ISU* the Court of Justice held that judicial review of CAS awards by the SFT could not qualify as effective under EU law, in *Seraing* it made clear that whenever an award is subject only to the scrutiny of a non-Member State court, the courts of the Union are by law entitled to review its compatibility with EU competition rules and fundamental freedoms.

Second, the scope of EU public policy has been broadened: beyond competition law, it now explicitly encompasses the free movement provisions, thus extending the range of rules that national courts must be able to enforce against arbitral awards. At the same time, the Court refrained from embracing Advocate General Ćapeta's more ambitious proposal to subject arbitral awards to a review of compliance with all provisions of EU law. Instead, it opted for a more cautious, incremental approach that preserves arbitration's finality while ensuring a minimum but essential layer of judicial scrutiny. Such a balance has significant implications. For sports arbitration, the Court has entrenched the principle that the recognition and enforcement of foreign arbitral awards within the EU remain conditional on their consistency with EU public policy.

This stand is particularly noteworthy when compared with the European Court of Human Rights' *Semenya* judgment, which underscored that effective review of arbitral awards must be substantive and particularly accurate thorough when fundamental rights under the Convention are at stake.[58.]

[58] European Court of Human Rights, *Semenya v. Switzerland* [GC], 10 July 2025, *https://hudoc.echr.coe.int/fre?i=002-14495*.

The coexistence of these approaches by the two Courts creates an opportunity for constructive judicial dialogue, which may progressively contribute to refining the level of protection within the European legal space – all the more so considering that, in the *Real Madrid*/*Société Éditrice du Monde* case,[59] the Court of Justice ruled that the enforcement of a judgment under Regulation 44/2001[60] must be refused where it would give rise to a manifest breach of the freedom of the press, as enshrined in Article 11 of the Charter, and thus amount to an infringement of the relevant national public policy.

Looking ahead, *Seraing* may prove to be more than a sports arbitration case. By leaving open the role of fundamental rights within EU public policy, the judgment creates space for a future interaction with the European Court of Human Rights, whose decision in *Semenya* requires an in-depth review of arbitral awards where rights under Article 6 ECHR are at stake.[61] This convergence between Luxembourg and Strasbourg could reshape the contours of arbitral review in Europe. Moreover, the reasoning of *Seraing* is not confined to the sports sector: it may equally affect mandatory arbitration clauses in employment, consumer, or platform economy contracts, where access to justice concerns are acute.

In this broader perspective, EU public policy emerges as a constitutional safeguard of last resort, confirming that arbitral autonomy within the Union is legitimate only insofar as it remains compatible with the fundamental guarantee of effective judicial protection.

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[59] Court of Justice, 4 October 2024, *Real Madrid Club de Fútbol, AE v EE, Société Éditrice du Monde SA*, case C- 633/22, ECLI:EU:C:2024:843.

[60] Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, OJ L 12, 16.1.2001, 1–23.

[61] S. Bastianon, M. Colucci, *The Semenya v. Switzerland ECtHR Grand Chamber Judgement: Jurisdiction, Procedural Rights, and Sports Arbitration*, Rivista di Diritto ed Economia dello Sport, 2025.

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