



Tribunal Arbitral du Sport
Court of Arbitration for Sport
Tribunal Arbitral del Deporte

URGENT

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Lausanne, 17 January 2022/AQ/lm

Re: CAS 2022/A/8604 Pape Alassane Gueye v. Watford Association Football Club Limited & FIFA

Dear Madam, dear Sirs,

Please find enclosed the Order on Stay issued today by the Deputy President of the CAS Appeals Arbitration Division.

Yours faithfully,



Antonio DE QUESADA
Head of Arbitration

Enc.



Tribunal Arbitral du Sport
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CAS 2022/A/8604 Pape Alassane Gueye v. Watford Association Football Club Limited & FIFA

ORDER

on Request for Provisional Measures

issued by the

Deputy President of the Appeals Arbitration Division of the

Court of Arbitration for Sport

in the arbitration between

Mr Pape Alassane Gueye, Senegal

-Applicant-

and

1/ Watford Association Football Club Limited, United Kingdom

2/ FIFA, Switzerland

-Respondents-

I. THE PARTIES

1. Mr Pape Alassane Gueye (the “Applicant” or the “Player”) is a professional football player of Senegalese nationality. He is currently playing for Olympique de Marseille (“OM”).
2. Watford Association Football Club Limited (“Watford”) is a football club with its registered office in London, United Kingdom, currently participating in the English Premier League.
3. Fédération Internationale de Football Association (“FIFA”) is an association incorporated under Swiss law with its registered office in Zurich, Switzerland. FIFA is the governing body of international football. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.

The Player, Watford and FIFA are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. The Player and the French club Le Havre had an employment relationship valid until 30 June 2020
5. On 15 January 2020, the Player and Watford entered into an employment contract valid from 1 July 2020 until 30 June 2025.
6. On 25 April 2020, the Player’s new agent informed Watford about the Player’s intention to renegotiate or terminate the employment contract. The new agent appeared to contest the way in which the negotiations were carried out.
7. On 28 April 2020, Watford informed the Player’s agent that the employment contract was legally binding, as it was signed by the Player following substantive negotiations.
8. On 18 May 2020, the Player terminated the employment contract with Watford.
9. On 20 May 2020, Watford contested the Player’s termination of the employment contract and urged the latter to fulfil his contractual obligations.
10. On 30 June 2020, the Player and OM signed an employment contract valid from 1 July 2020 until 30 June 2024.

11. On 7 January 2021, Watford lodged the claim before FIFA against the Player and OM for compensation alleging unilateral and premature termination of the employment contract without just cause by the Player and inducement of said termination by OM.
12. The Player and OM objected to the claim filed by Watford.
13. On 25 November 2021, the Dispute Resolution Chamber of FIFA rendered a decision (the “Decision”), which operative part reads, *inter alia*, as follows:

1. The claim of the Claimant, Watford FC, is admissible.

2. The claim of the Claimant is partially accepted.

3. The Respondent 1, Pape Alassane Gueye, has to pay to the Claimant, within 30 days as from the date of notification of this decision compensation for breach of contract without just cause in the amount of GBP 2,307,875 plus 5% interest p.a. as from 7 January 2021 until the date of effective payment.

4. The Respondent 2, Club Olympique de Marseille, is jointly and severally liable for the payment of the aforementioned compensation.

5. Any further claims of the Claimant are rejected.

[...]

9. A restriction of four months on his eligibility to play in official matches is imposed on the Respondent 1, Pape Alassane Gueye. This sanction applies with immediate effect as of the date of notification of the present decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs.

10. The Respondent 2, Club Olympique de Marseille, shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

III. PROCEEDINGS BEFORE CAS

14. On 14 January 2022, the Player filed with the Court of Arbitration for Sport (the “CAS”) an urgent application (complemented on 15 January 2022) for the stay of the execution of the disciplinary sanction imposed on the Player as per the Decision, in accordance with Article R37 of the Code of Sports-related Arbitration (the “Code”).

15. On 14 January 2022, the CAS Court invited Watford and FIFA to submit their position on the Player's application for a stay.
16. On 17 January 2022, Watford and FIFA informed that they did not object the stay of the execution of the disciplinary sanction imposed on the Player.

IV. CAS JURISDICTION

26. In accordance with Article 186 of the Swiss Private International Law Act ("PILA"), the CAS has power to decide upon its own jurisdiction.
27. The extent of the jurisdictional analysis at this point is to assess whether, on a *prima facie* basis, CAS can be satisfied that it has jurisdiction to hear the application. The final decision on jurisdiction will be made by the Panel in its final award.

28. Article R47 of the CAS Code provides as follows:

"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body."

29. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an application for a stay, the statutes or regulations of the sports-related body from whose decision the appeal is being made must expressly recognise the CAS as an arbitral body of appeal.

30. Article 58 of the FIFA Statutes provides as follows:

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

31. Watford and FIFA have not disputed the jurisdiction of CAS.
32. Therefore, the Deputy President of the CAS Appeals Arbitration Division (the "Deputy President") is satisfied that, *prima facie*, CAS has jurisdiction to decide on the present dispute, without any prejudice to any final decision in that regard by the Panel once appointed.

V. DECISION

33. Pursuant to Article R37 of the Code, the Deputy President is competent to consider the request for provisional measures if the Panel is not yet constituted.

34. The Deputy President notes that Watford and FIFA do not object to the stay of the 4-month suspension on the Player's eligibility to play in official matches imposed by the Decision.
35. Therefore, the 4-month suspension on the Player's eligibility to play in official matches imposed by the Decision is stayed.

VII. COSTS

36. According to standard CAS practice, the cost of this part of the proceedings will be settled in the final award or in any other final disposition of this arbitration.

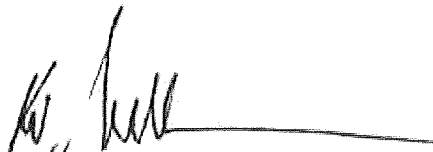
ON THESE GROUNDS

The Deputy President of the CAS Appeals Arbitration Division, *ruling in camera*, pronounces that:

1. The application for a stay filed by Mr Pape Alassane Gueye on 14 January 2022 in the matter *CAS 2022/A/8604 Pape Alassane Gueye v. Watford Association Football Club Limited & FIFA* is granted.
2. The suspension of 4 months on Mr Pape Alassane Gueye's eligibility to play in official matches imposed by FIFA is stayed.
3. The costs deriving from the present Order will be determined in the final award or in any other final disposition of this arbitration.

Lausanne, 17 January 2022

COURT OF ARBITRATION FOR SPORT



Dr Elisabeth Steiner

Deputy President of the CAS Appeals Arbitration Division