СЪД НА ЕВРОПЕЙСКИЯ СЪЮЗ
TRIBUNAL DE JUSTICIA DE LA UNIÓN EUROPEA
SOUDNÍ DVŮR EVROPSKÉ UNIE
DEN EUROPÆISKE UNIONS DOMSTOL
GERICHTSHOF DER EUROPÄISCHEN UNION
EUROOPA LIIDU KOHUS
ΔΙΚΑΣΤΗΡΙΟ ΤΗΣ ΕΥΡΩΠΑΪΚΗΣ ΕΝΩΣΗΣ
COURT OF JUSTICE OF THE EUROPEAN UNION
COUR DE JUSTICE DE L'UNION EUROPÉENNE
CÚIRT BHREITHIÚNAIS AN AONTAIS EORPAIGH
SUD EUROPSKE UNIJE
CORTE DI GIUSTIZIA DELL'UNIONE EUROPEA

EIROPAS SAVIENĪBAS TIESA
EUROPOS SĄJUNGOS TEISINGUMO TEISMAS
AZ EURÓPAI UNIÓ BÍRÓSÁGA
IL-QORTI TAL-ĠUSTIZZJA TAL-UNJONI EWROPEA
HOF VAN JUSTITIE VAN DE EUROPESE UNIE
TRYBUNAŁ SPRAWIEDLIWOŚCI UNII EUROPEJSKIEJ
TRIBUNAL DE JUSTIÇA DA UNIÃO EUROPEIA
CURTEA DE JUSTIȚIE A UNIUNII EUROPENE
SÚDNY DVOR EURÓPSKEJ ÚNIE
SODIŠČE EVROPSKE UNIJE
EUROOPAN UNIONIN TUOMIOISTUIN
EUROPEISKA UNIONENS DOMSTOL

CVRIA
LUXEMBOURG

JUDGMENT OF THE COURT (Grand Chamber)

1 August 2025 *

(Reference for a preliminary ruling – Article 19(1) TEU – Obligation of Member States to provide remedies sufficient to ensure effective legal protection in the fields covered by Union law – Article 47 of the Charter of Fundamental Rights of the European Union – Right to an effective remedy – Possibility of recourse to arbitration – Arbitration between individuals – Imposed arbitration – Decision of a body of an international sports federation imposing a sanction – Award by the Court of Arbitration for Sport (CAS) upheld by a decision of a court of a third State – Legal remedy against the arbitral award – National legislation conferring on that arbitral award the authority of *res judicata* between the parties and probative value vis-à-vis third parties – Powers and obligations of the national courts before which that arbitral award is relied on – Effective review of the consistency of such an arbitral award with the principles and provisions falling under EU public policy)

In Case C-600/23,

REQUEST for a preliminary ruling under Article 267 TFEU from the Cour de cassation (Belgium), made by decision of 8 September 2023, received at the Court on 2 October 2023, in the proceedings

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 football association ASBL (URBSFA),

interested party:

* Language of the case: French.

Doyen Sports Investment Ltd,

THE COURT (Grand Chamber),

composed of K. Lenaerts, President, K. Jürimäe, C. Lycourgos, I. Jarukaitis, M.L. Arastey Sahún, S. Rodin, A. Kumin, N. Jääskinen and D. Gratsias, Presidents of Chambers, E. Regan, I. Ziemele, J. Passer (Rapporteur) and Z. Csehi, Judges,

Advocate General: T. Ćapeta,

Registrar: C. Di Bella, Administrator,

having regard to the written procedure and further to the hearing on 1 October 2024,

after considering the observations submitted on behalf of:

– Royal Football Club Seraing SA, by J.-L. Dupont, M. Hissel and F. Stockart, avocats, F. Irurzun, abogado, and M. Orth, Rechtsanwalt,

– the Fédération internationale de football association (FIFA), by A. Laes, avocat, and D. Van Liedekerke, advocaat,

– the Union des associations européennes de football (UEFA), by P. González-Espejo García, abogado, and B. Keane, D. Slater and D. Waelbroeck, avocats,

– the Union royale belge des sociétés de football association ASBL (URBSFA), by N. Cariat and A. Stévenart, avocats, and E. Matthys, advocaat,

– Doyen Sports Investment Ltd, by M. Hissel, avocat,

– the Belgian Government, by M. Jacobs, L. Jans, C. Pochet and M. Van Regemorter, acting as Agents, and by Y. Herinckx, avocat,

– the German Government, by J. Möller and A. Hoesch, acting as Agents,

– the Greek Government, by K. Boskovits, acting as Agent,

– the French Government, by B. Fodda, J.-B. Merlin, M. Raux and B. Travard, acting as Agents,

– the Lithuanian Government, by S. Grigonis and V. Kazlauskaitė-Švenčionienė, acting as Agents,

– the Netherlands Government, by M.H.S. Gijzen, acting as Agent,

– the European Commission, by F. Erlbacher, T. Maxian Rusche, S. Noë and F. Ronkes Agerbeek, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 16 January 2025,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 19(1) TEU, read in conjunction with Article 267 TEU and Article 47 of the Charter of Fundamental Rights of the European Union ('the Charter').

2 The request has been made in proceedings between, on the one hand, Royal Football Club Seraing SA ('RFC Seraing'), and, on the other, the Fédération internationale de football association (FIFA), the Union des associations européennes de football (UEFA) and the Union royale belge des sociétés de football association ASBL (URBSFA), concerning an application for a declaration of invalidity, for the adoption of injunctions and for compensation for the damage which RFC Seraing claims to have suffered as a result of the implementation, by those three associations, of rules which, according to that club, should be regarded as invalid on the ground that they infringe EU law.

Legal context

European Union law

3 The second subparagraph of Article 19(1) TEU provides:

'Member States shall provide remedies sufficient to ensure effective legal protection in the fields covered by Union law.'

4 Article 267 TFEU provides:

'The Court of Justice of the European Union shall have jurisdiction to give preliminary rulings concerning:

(a) the interpretation of the Treaties;

(b) the validity and interpretation of acts of the institutions, bodies, offices or agencies of the [European] Union;

Where such a question is raised before any court or tribunal of a Member State, that court or tribunal may, if it considers that a decision on the question is necessary to enable it to give judgment, request the Court to give a ruling thereon.

…'

5 Article 47 of the Charter, entitled ‘Right to an effective remedy and to a fair trial’, reads as follows:

‘Everyone whose rights and freedoms guaranteed by the law of the Union are violated has the right to an effective remedy before a tribunal in compliance with the conditions laid down in this Article.

Everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal previously established by law. Everyone shall have the possibility of being advised, defended and represented.

…’

Belgian law

The Judicial Code

6 The code judiciaire (Judicial Code), as amended by the loi portant dispositions diverses en matière de justice (Law on various provisions relating to justice) of 21 December 2018 (*Moniteur belge* of 31 December 2018, p. 106560) (‘the Judicial Code’), includes a first part, entitled ‘General principles’. Chapter III, which is contained in that first part and is entitled ‘Judgments’, includes Article 19 of that code, paragraph 1 of which provides:

‘A judgment shall be final in so far as it exhausts the jurisdiction of the court on an issue that is in dispute, save for any remedies provided for by law.’

7 Chapter IV of that first part is entitled ‘*Res judicata*’. Chapter IV comprises Articles 23 to 28 of that code, which provide as follows:

‘[Article] 23.

The authority of *res judicata* shall apply only in respect of the subject matter of the decision. The subject matter of the action must be the same; the application must be based on the same cause of action, irrespective of the legal basis relied on; the application must be between the same parties, and be brought by them and against them in the same capacity. Nevertheless, the authority of *res judicata* does not extend to an application that is based on the same cause of action but that could not have been examined by the court in the light of the legal basis on which that application relies.

[Article] 24.

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

[Article] 25.

The authority of *res judicata* precludes the application from being repeated.

[Article] 26.

The authority of *res judicata* persists until such time as the decision is overturned.

[Article] 27.

An objection relying on *res judicata* may in any event be raised before the court adjudicating on the substance of the case.

It may not be raised by the court of its own motion.

[Article] 28.

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.'

8 The Judicial Code contains also a sixth part, entitled 'Arbitration'. Chapter VI of that sixth part, entitled 'Arbitral award and termination of proceedings', contains Article 1713 of that code, which includes, inter alia, the following provisions:

'(1) The arbitral tribunal gives a final decision or renders interlocutory decisions by way of one or several awards.

…

(9) The award shall have the same effect in the relations between the parties as a decision of a court.'

9 Chapter VIII of that sixth part, entitled 'Recognition and enforcement of arbitral awards', contains, in particular, Articles 1719 to 1721 of the Judicial Code, which read as follows:

'[Article] 1719.

(1) The arbitral award made in Belgium or abroad may be enforced only after the enforcement formula has been apposed to it, in full or in part, by the court of first instance in accordance with the procedure set out in Article 1720.

(2) The enforcement formula may be apposed to the award by the court of first instance only if the award may no longer be challenged before the arbitrators or if the arbitrators have declared it to be provisionally enforceable notwithstanding an appeal.

[Article] 1720.

(1) The court of first instance shall have jurisdiction to examine an application relating to the recognition and enforcement of an arbitral award made in Belgium or abroad.

…

(2) Where the award has been made abroad, the court with territorial jurisdiction shall be the court of first instance of the seat of the Court of Appeal in whose judicial area the person against whom enforcement is sought has his or her domicile or, in the absence of domicile, habitual residence, or, as the case may be, has its registered office, or, in the absence thereof, establishment or branch. …

…

(5) The award may be recognised or declared enforceable only if it is not inconsistent with the conditions laid down in Article 1721.

[Article] 1721.

(1) The court of first instance may refuse to recognise or declare enforceable an arbitral award, irrespective of the country in which it was made, only in the following circumstances:

…

(b) if the court of first instance finds that:

…

(ii) the recognition or enforcement of the arbitral award would be contrary to public policy.

…’

The Law setting out the Code of Private International Law

10 Article 22 of the loi portant le Code de droit international privé (Law setting out the Code of Private International Law) of 16 July 2004 (*Moniteur belge* of 27 July 2004, p. 57344), which is entitled ‘Recognition and declaration of enforceability in respect of foreign judicial decisions’, provides:

‘(1) A foreign judicial decision that is enforceable in the State in which it was delivered shall be declared enforceable in Belgium, in full or in part, in accordance with the procedure set out in Article 23.

A foreign judicial decision shall be recognised in Belgium, in full or in part, without recourse to the procedure set out in Article 23 being necessary.

If the outcome of the proceedings in a Belgian court depends on the determination of an incidental question of recognition, that court shall have jurisdiction over that question.

The decision may be recognised or declared enforceable only if it is not inconsistent with the conditions laid down in Article 25.

2. Any person having an interest therein … may apply, in accordance with the procedure referred to in Article 23, for a finding that the decision must, or may not, be recognised or declared enforceable, in full or in part.

3. For the purposes of this Law, the following shall apply:

1° the term judicial decision means any decision made by an authority exercising judicial powers;

2° recognition establishes as having legal force what has been decided abroad.'

The rules issued by FIFA

The FIFA Statutes

11 FIFA is a private-law association having its headquarters in Zurich (Switzerland).

12 According to Article 2 of the FIFA Statutes, in their May 2024 edition – which corresponds, in essence, and subject to renumbering, to the previous annual editions of those statutes – the objectives of that association are, inter alia, 'to draw up regulations and provisions governing the game of football and related matters and to ensure their enforcement', and 'to control every type of association football by taking appropriate steps to prevent infringements of [the statutes], regulations or decisions of FIFA or of the [laws of the game]' globally.

13 In accordance with Articles 11 and 14 of those statutes, any 'association which is responsible for organising and supervising football' in a given country may become a member of FIFA provided, in particular, that it first undertakes to comply, inter alia, with FIFA's statutes, regulations, directives, and with the decisions of FIFA's bodies. As a member of FIFA, such an association is, pursuant to Articles 14 and 15 of those statutes, under the obligation, inter alia, to cause its own members to comply with FIFA's statutes, regulations and directives, and with the decisions of FIFA's bodies, and to ensure that they are observed by all stakeholders in football, in particular the leagues and clubs subordinate to that association, in accordance with Article 20 of those statutes, as well as by the players. Furthermore, such an association must submit to the jurisdiction of the Court of Arbitration for Sport ('the CAS') and to its decisions, and lay down, in its own statutes, provisions to the effect that all those stakeholders must also explicitly recognise that court and those decisions. In practice, more than 200 national football associations are currently members of FIFA. Among them is the

URBSFA, which is headquartered in Belgium and the purpose of which is the organisation and promotion of football in that Member State.

14 Article 44 of the FIFA Statutes, entitled ‘Judicial bodies’, provides, in paragraph 1 thereof:

‘The judicial bodies of FIFA are:

(a) the Disciplinary Committee;

…

(c) the Appeal Committee.’

15 Article 47 of those statutes, entitled ‘Appeal Committee’, states:

‘1. The function of the Appeal Committee shall be governed by the FIFA Disciplinary Code and the FIFA Code of Ethics.

2. The Appeal Committee is responsible for hearing appeals against decisions from the Disciplinary Committee that are not declared final by these Statutes or the relevant FIFA regulations.

3. Decisions pronounced by the Appeal Committee shall be irrevocable and binding on all the parties concerned. This provision is subject to appeals lodged with [the] CAS.’

16 Section IX of those statutes, entitled ‘Arbitration’, contains the following articles:

‘[Article] 49. Court of Arbitration for Sport ([the] CAS)

1. FIFA recognises the independent [CAS] with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.

2. The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. [The] CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.

…

[Article] 50. Jurisdiction of [the] CAS

1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with [the] CAS …

…

4. The appeal shall not have a suspensive effect. The appropriate FIFA body or, alternatively, [the] CAS may order the appeal to have a suspensive effect.

…

[Article] 51. Obligations relating to dispute resolution

1. The confederations, member associations and leagues shall agree to recognise [the] CAS as an independent judicial authority and to ensure that their members, affiliated players and officials comply with the decisions passed by [the] CAS. …

2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.

3. The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the association or confederation or to [the] CAS.

The associations shall also ensure that this stipulation is implemented in the association, if necessary by imposing a binding obligation on its members. The associations shall impose sanctions on any party that fails to respect this obligation and ensure that any appeal against such sanctions shall likewise be strictly submitted to arbitration, and not to ordinary courts of law.'

The Regulations on the Status and Transfer of Players

17 On 22 March 2014, FIFA adopted regulations entitled 'Regulations on the Status and Transfer of Players', which entered into force on 1 August 2014. Those regulations repeal and replace earlier regulations with the same title, which had been promulgated on 5 July 2001.

18 Article 1 of those regulations, entitled 'Scope', states, in paragraph 1 thereof:

'These regulations lay down global and binding rules concerning the status of players, their eligibility to participate in organised football, and their transfer between clubs belonging to different associations.'

19 Those regulations were amended in December 2014 ('the RSTP'). The provisions resulting from that amendment include, inter alia, Article 18bis of the RSTP, entitled 'Third-party influence on clubs', which provides:

‘1. No club shall enter into a contract which enables the counter club/counter clubs and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

2. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.’

20 Those provisions include also Article 18ter of the RSTP, entitled ‘Third-party ownership of players’ economic rights’, which is worded as follows:

‘1. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

2. The interdiction as per paragraph 1 comes into force on 1 May 2015.

3. Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.

4. The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

5. By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within [the transfer matching system (TMS)]. All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.

6. The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.’

Facts in the main proceedings and the questions referred for a preliminary ruling

The background to the dispute in the main proceedings

The contracts concluded between RFC Seraing and Doyen

21 RFC Seraing is a football club, set up in the form of a public limited company, which is established in Belgium and is affiliated to the URBSFA.

22 On 30 January 2015, RFC Seraing concluded an initial contract with Doyen Sports Investment Ltd ('Doyen'), a company that is established in Malta and has as its main economic activity the provision of financial assistance to football clubs in Europe. The purpose of that initial contract was to provide a framework for the future conclusion of financing agreements in respect of players and, furthermore, to transfer to Doyen a part of RFC Seraing's 'economic rights' over three specific players. Those economic rights are intended to reflect the financial value of players. They are linked to the 'federative rights' that a club acquires by signing on a given player, such as the right to register that player or the right to field him or her. Exercising those rights enables the club holding them to receive the sums due, for example, when that player is loaned out or transferred, when his or her image rights are exploited or transferred, or when there has been a breach of his or her contract.

23 Under that initial contract, the term of which was set at 1 July 2018, Doyen became the owner of 30% of the economic rights held by RFC Seraing over the three players concerned and, in return, paid that club the sum of EUR 300 000. For its part, RFC Seraing agreed to a prohibition on the transfer, 'independently and autonomously', of the remaining share of its economic rights over those players to any third party.

24 On 7 July 2015, RFC Seraing and Doyen concluded a second contract (together with the first contract, 'the contracts at issue in the main proceedings'). That contract provided for the transfer to Doyen of 25% of RFC Seraing's economic rights over a fourth player, in return for Doyen paying the sum of EUR 50 000.

Disciplinary and arbitration proceedings conducted in Switzerland

25 On 2 July 2015, following an investigation, FIFA, acting with the assistance of the URBSFA, initiated disciplinary proceedings against RFC Seraing concerning a possible infringement of Articles 18bis and 18ter of the RSTP due to the fact that RFC Seraing had entered into the contracts at issue in the main proceedings.

26 On 4 September 2015, the FIFA Disciplinary Committee adopted a decision ('the decision of the FIFA Disciplinary Committee'), in which, first of all, it found that RFC Seraing had infringed Articles 18bis and 18ter of the RSTP by entering into the contracts at issue in the main proceedings. Furthermore, that committee prohibited that club from registering players for four consecutive registration periods, whether at national or international level. Lastly, it imposed on RFC Seraing a fine of 150 000 Swiss francs (approximately EUR 138 000 based on the exchange rate applicable at the time), payable within 30 days of notification of its decision.

27 On 30 November 2015, RFC Seraing brought an appeal against that decision before the FIFA Appeal Committee. On 3 December 2015, that club further requested that that appeal committee, in view of the lack of suspensory effect of

that appeal, suspend the enforcement of that decision. On 4 December 2015, the chairperson of that committee granted that request.

28 On 7 January 2016, the FIFA Appeal Committee dismissed the appeal brought by RFC Seraing against the decision of the FIFA Disciplinary Committee ('the decision of the FIFA Appeal Committee').

29 On 9 March 2016, RFC Seraing lodged an appeal with the CAS seeking the annulment of the decision of the FIFA Appeal Committee. On 17 March 2016, that club further requested that the CAS, in view of the lack of suspensory effect of that appeal, confer on it such a suspensory effect, pursuant to Article 50 of the FIFA Statutes. On 12 April 2016, that body granted that request.

30 In that appeal, RFC Seraing claimed, in essence, in particular, that the decision of the FIFA Appeal Committee and the disciplinary sanctions imposed on it by that decision are unlawful on the ground that the provisions on which that decision is based are themselves unlawful. In that regard, that club maintained, inter alia, that Articles 18bis and 18ter of the RSTP, inasmuch as they lay down a total prohibition on the practices known as 'third-party influence' and 'third-party ownership', attended by disciplinary sanctions, infringe EU law and, more specifically, the freedom of movement for workers, the freedom to provide services and the free movement of capital, guaranteed by Articles 45, 56 and 63 TFEU, respectively, as well as the competition rules laid down in Articles 101 and 102 TFEU. RFC Seraing also alleged infringement of the Swiss competition rules.

31 On 9 March 2017, the CAS made an arbitral award ('the CAS award'), in which it found, in particular, as regards, in the first place, the law applicable to the dispute, that it consisted of the FIFA regulations, Swiss law and EU law. As regards EU law, that body found, first of all, that the cumulative conditions requiring it to take account in its examination of the freedoms of movement and the competition rules, as 'mandatory provisions of a law other than [Swiss law]', within the meaning of Swiss law, were satisfied. The CAS stated that the provisions laying down those freedoms and rules are regarded by the Court of Justice as forming part of EU public policy. Next, that body stated that there is a close link between the subject matter of the dispute and those provisions, taking into account, first, the obvious impact of the RSTP within the European Union and, more specifically, on the activity of football clubs established in the Member States, and, second, the impact of the decision of the FIFA Appeal Committee on the possibility for RFC Seraing to participate in club football competitions organised in the European Union. Lastly, the CAS stated that the Swiss legal order shares the interests and values protected by those provisions.

32 As regards, in the second place, the substance of the dispute, the CAS found, in particular, that RFC Seraing had not demonstrated that Articles 18bis and 18ter of the RSTP infringe the Swiss competition rules. That body also rejected the assertion that EU law and, more specifically, Articles 45, 56, 63, 101 and 102 TFEU, had been infringed.

33 As regards, first, the freedoms of movement, the CAS found, in essence, at the outset, that Articles 18bis and 18ter of the RSTP restricted the free movement of capital. Next, that body found that the alleged negative impact of those articles on the freedom of movement for workers and the freedom to provide services was, by contrast, insufficiently substantiated, and was, in any event, limited. Lastly, that body observed that, whatever the freedom under consideration, the existence of those articles was, in any event, warranted by the pursuit of legitimate objectives in the general interest that relate to sporting matters, linked to preserving the integrity of competitions in particular, and that the examination of their content showed not only that they were appropriate for achieving those objectives, but also that they did not go beyond what was necessary and proportionate to that end.

34 As regards, second, the EU competition rules, the CAS found that Articles 18bis and 18ter of the RSTP had as their purpose not the restriction of competition, but the pursuit of the legitimate objectives in the general interest that relate to sporting matters referred to in the preceding paragraph. Furthermore, the CAS found that RFC Seraing had not demonstrated that those articles had the actual or potential effect of restricting competition.

35 In the third place, the CAS upheld the fine imposed on RFC Seraing and the prohibition on that club from registering players, while reducing the duration of that prohibition to three consecutive registration periods.

36 In the fourth and last place, the CAS decided that, in view of the suspension measures successively adopted by the FIFA Appeal Committee and by the CAS itself, those disciplinary sanctions were to be applicable as from the notification of its award to RFC Seraing; the fine had, consequently, to be paid within 30 days of that notification, and the prohibition on registering players had, for its part, to cover the registration periods during the summer of 2017, winter of 2017/2018 and summer of 2018.

37 On 15 May 2017, RFC Seraing brought an action before the Tribunal fédéral (Federal Supreme Court, Switzerland) against the CAS award. In addition, it requested that court to grant that action suspensory effect.

38 By order of 7 August 2017, the President of the Tribunal fédéral (Federal Supreme Court) refused that request for suspensory effect.

39 In support of its action, RFC Seraing relied, in particular, on a plea in law alleging that the CAS award was inconsistent with ‘substantive public policy’ within the meaning of Swiss law. In that regard, that club again asserted, in particular, that that award infringed the freedom of movement for workers, the freedom to provide services and the free movement of capital, guaranteed by Articles 45, 56 and 63 TFEU, respectively, the competition rules laid down in Articles 101 and 102 TFEU, and the Swiss competition rules.

40 In their respective pleadings or observations, FIFA and the CAS contended that RFC Seraing’s action should be dismissed.

41 By judgment of 20 February 2018, the Tribunal fédéral (Federal Supreme Court) dismissed that action. As regards RFC Seraing's plea in law alleging that the CAS award was inconsistent with substantive public policy and, more specifically, with the competition rules and the freedoms of movement, the Tribunal fédéral (Federal Supreme Court), in the first place, recalled its settled case-law in that regard. It follows from that case-law that, first, an arbitral award may be considered to be inconsistent with substantive public policy only if it disregards, by its outcome and not merely by its grounds, the essential and widely recognised values which, according to the views prevailing in Switzerland, should underpin any legal order. Second, such disregard presupposes that that award is in breach of fundamental principles of substantive law to such a degree that it is in longer consistent with the governing legal order and the system of values. Third, competition rules are not part of substantive public policy.

42 In the second place, the Tribunal fédéral (Federal Supreme Court) added, in essence, that, in any event, the plea in law alleging that the CAS award is inconsistent with substantive public policy had to be rejected as inadmissible in the case at hand, inasmuch as it pertained to EU law and the Swiss competition rules, on the ground that it failed to comply with the requirement to state reasons applicable to actions brought against arbitral awards.

The judicial proceedings conducted in Belgium

43 On 3 April 2015, that is to say, before FIFA brought the disciplinary proceedings, Doyen and the non-profit association established under Belgian law, RFC sérésien, which runs RFC Seraing, brought proceedings against FIFA, UEFA and the URBSFA before the tribunal de commerce francophone de Bruxelles (Brussels Commercial Court (French-speaking), Belgium).

44 On 8 July 2015, that is to say, after those disciplinary proceedings were brought but before the decision of the FIFA Disciplinary Committee was adopted, RFC Seraing intervened voluntarily in the proceedings, requesting that court to find that the total prohibition on the practices of third-party influence and third-party ownership laid down in Articles 18bis and 18ter of the RSTP was incompatible with EU law, and more specifically with Articles 45, 56, 63, 101 and 102 TFEU. In addition, that club requested that court to declare invalid any provision laying down such a total prohibition, to issue a number of injunctions against FIFA, UEFA and the URBSFA, and to award it the provisional sum of EUR 500 000 by way of compensation for the various losses that it claimed to have suffered as a result of the application of Articles 18bis and 18ter of the RSTP.

45 On 17 November 2016, the tribunal de commerce francophone de Bruxelles (Brussels Commercial Court (French-speaking)) delivered a judgment in which it found, in particular, that it had no jurisdiction to examine the various requests made by RFC Seraing.

46 On 19 December 2016, that is to say, after the decision of the FIFA Disciplinary Committee and that of the FIFA Appeal Committee were adopted but before the CAS award was made, RFC Seraing brought an appeal against that judgment before the cour d'appel de Bruxelles (Court of Appeal, Brussels, Belgium).

47 In the context of that appeal, RFC Seraing submitted in particular that it had suffered various types of losses due to misconduct on the part of FIFA, together with the URBSFA, consisting, in essence, as regards those associations, in applying Articles 18bis and 18ter of the RSTP vis-à-vis the club, first by bringing disciplinary proceedings, then by claiming that it had infringed the prohibitions laid down by those articles, and lastly by imposing disciplinary sanctions on it. According to RFC Seraing, those disciplinary proceedings, those findings of infringement and those disciplinary sanctions are vitiated by the fact that Articles 18bis and 18ter of the RSTP, on which they are based, themselves infringe EU law, in particular Articles 45, 56, 63, 101 and 102 TFEU.

48 On 12 December 2019, that is to say, after the CAS award was made and the judgment of the Tribunal fédéral (Federal Supreme Court) referred to in paragraph 41 above was delivered, the cour d'appel de Bruxelles (Court of Appeal, Brussels) gave a judgment ('the judgment of the Court of Appeal, Brussels') in which it dismissed all of the claims made by RFC Seraing.

49 In that judgment, the cour d'appel de Bruxelles (Court of Appeal, Brussels) held, in particular, in the first place, that RFC Seraing's grounds of appeal alleging that Articles 18bis and 18ter of the RSTP infringe EU law had already been raised by that club before the CAS, in the context of the dispute between the club and FIFA, and had been rejected in the CAS award. According to the cour d'appel de Bruxelles (Court of Appeal, Brussels), the CAS award must be regarded, in the light of Articles 24 and 28 and Article 1713(9) of the Judicial Code, as having the same effects as a decision of a court in the relations between the parties, as having, accordingly, the authority of *res judicata* as from the day it was made, and as having the force of *res judicata* as from the date on which the Tribunal fédéral (Federal Supreme Court) dismissed the action brought against that award. The cour d'appel de Bruxelles (Court of Appeal, Brussels) therefore found that the grounds of appeal in question were inadmissible in so far as they were directed against FIFA.

50 In the second place, the cour d'appel de Bruxelles (Court of Appeal, Brussels) observed, in essence, that, from the time a judicial decision or an arbitral award acquires the authority of *res judicata* in the relations between the parties to the dispute, it must consequently be regarded as having, vis-à-vis third parties to that dispute, against whom it may be relied on, the probative value which attaches to such an authority. In the present case, according to that court, the CAS award therefore has probative value vis-à-vis the URBSFA, which was not a party to the dispute between RFC Seraing and FIFA before the CAS. In the light of that probative value, it was for RFC Seraing, in so far as that club alleged misconduct also on the part of the URBSFA, to rebut the presumption, based on the CAS

award, that Articles 18bis and 18ter of the RSTP are compatible with EU law. That club failed to comply with that obligation. The cour d'appel de Bruxelles (Court of Appeal, Brussels) consequently rejected the grounds of appeal referred to in the preceding paragraph as unfounded in so far as they were directed against the URBSFA.

The dispute in the main proceedings and the questions referred for a preliminary ruling

51 RFC Seraing brought an appeal on a point of law before the Cour de cassation (Court of Cassation, Belgium) – the referring court – against the judgment of the Court of Appeal, Brussels.

52 In the order for reference, the Cour de cassation (Court of Cassation) states that the grounds of appeal submitted to it by RFC Seraing raise two questions of interpretation of EU law that it considers necessary to refer to the Court of Justice.

53 In the first place, RFC Seraing asserts, by its first ground of appeal in the appeal on a point of law, that the cour d'appel de Bruxelles (Court of Appeal, Brussels) infringed, in particular, the second subparagraph of Article 19(1) TEU, Article 267 TFEU and Article 47 of the Charter by rejecting as inadmissible that club's grounds of appeal in so far as they were directed against FIFA. According to RFC Seraing, that court erred in holding that the CAS award had to be recognised as having the authority of *res judicata* vis-à-vis FIFA, inasmuch as it was found in that award that Articles 18bis and 18ter of the RSTP were compatible with EU law.

54 In that regard, according to RFC Seraing, it does follow from the case-law arising from the judgments of 23 March 1982, *Nordsee* (102/81, EU:C:1982:107), and of 6 March 2018, *Achmea* (C-284/16, EU:C:2018:158), that, if individuals have the possibility of concluding an agreement submitting disputes that may arise between them to an arbitration body, that must not undermine full compliance with EU law as well as the consistent interpretation and effective application thereof in the European Union. Furthermore, it follows from that that such a requirement itself means that the national courts or tribunals with jurisdiction may rule on questions of EU law in dispute, making a reference for a preliminary ruling to the Court of Justice if needed, in order to ensure effective judicial protection for individuals.

55 Moreover, according to RFC Seraing, it is clear, in essence, from the judgment of 7 April 2022, *Avio Lucos* (C-116/20, EU:C:2022:273), that, even though EU law does not require the national courts or tribunals having jurisdiction to disapply in all circumstances rules of domestic law conferring the authority of *res judicata* on a decision of a judicial nature, where to do so would make it possible to remedy a situation which is incompatible with EU law, such rules must nevertheless satisfy, in any event, the requirements of equivalence and effectiveness.

56 However, according to RFC Seraing, that established case-law does not make it possible to answer the question, raised in the present case, whether it is consistent with the second subparagraph of Article 19(1) TEU to recognise the authority of *res judicata*, between the parties to a dispute pending before a court or tribunal of a Member State, of an arbitral award which could not, prior to such recognition, be reviewed by a court or tribunal authorised to make a reference to the Court of Justice under Article 267 TFEU, even though that arbitral award adjudicates on questions relating to EU law.

57 In the second place, RFC Seraing submits, by its third ground of appeal in the appeal on a point of law, that the cour d'appel de Bruxelles (Court of Appeal, Brussels) infringed, in particular, the second subparagraph of Article 19(1) TEU, Article 267 TFEU and Article 47 of the Charter by rejecting as unfounded its grounds of appeal in so far as they were directed against the URBSFA. According to RFC Seraing, that court erred in holding that the CAS award had to be regarded as having the probative value that attaches to the authority of *res judicata* vis-à-vis the URBSFA, inasmuch as it was found in that award that Articles 18bis and 18ter of the RSTP were compatible with EU law.

58 In that regard, after noting that the claim that the second subparagraph of Article 19(1) TEU was infringed amounts to a plea involving a matter of public policy which is capable in itself of leading to the judgment of the Court of Appeal, Brussels, being set aside, the Cour de cassation (Court of Cassation) observes that the examination of that plea involves ruling on the question whether it is consistent with that provision to grant probative value, vis-à-vis third parties to a dispute pending before a court or tribunal of a Member State, to an arbitral award which could not first be reviewed for compliance with EU law by a court or tribunal authorised to make a reference to the Court of Justice under Article 267 TFEU, even though that arbitral award adjudicates on questions relating to EU law.

59 In those circumstances, the Cour de cassation (Court of Cassation) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'(1) Does Article 19(1) [TEU], read in conjunction with Article 267 [TFEU] and Article 47 of [the Charter], preclude the application of provisions of national law such as Article 24 and Article 171[3](9) of the [Judicial Code], laying down the principle of *res judicata*, to an arbitral award the conformity of which with EU law has been reviewed by a court of a State that is not a Member State of the European Union, which is not permitted to refer a question to the Court of Justice of the European Union for a preliminary ruling?

(2) Does Article 19(1) [TEU], read in conjunction with Article 267 [TFEU] and Article 47 of [the Charter], preclude the application of a rule of national law according probative value vis-à-vis third parties, subject to evidence to the

contrary which it is for them to adduce, to an arbitral award the conformity of which with EU law has been reviewed by a court of a State that is not a Member State of the European Union, which is not permitted to refer a question to the Court of Justice of the European Union for a preliminary ruling?'

Consideration of the questions referred

Preliminary considerations

60 As is apparent from the wording of the questions referred and their underlying reasoning, the referring court asks the Court of Justice about the interpretation of Article 19 TEU, read in conjunction with Article 267 TFEU and Article 47 of the Charter, in order to be able to give a ruling as to whether those provisions preclude the application, to an arbitral award made by the CAS and upheld by the Tribunal fédéral (Federal Supreme Court), first, of national provisions which confer on final arbitral awards the authority of *res judicata* in the relations between the parties to the dispute and, second, of a national rule which grants such awards, as a consequence of that authority, probative value vis-à-vis third parties.

61 Some of the participants in the proceedings, however, ask the Court of Justice, in essence, also to take into account, in its examination, provisions or rules of national law other than those specifically set out by the referring court in its questions.

62 In particular, the Belgian Government has stated, in its written observations, that, even though Article 1713(9) of the Judicial Code provides that an arbitral award has, between the parties, the same effects as a judicial decision, including the authority of *res judicata* referred to in Article 24 of that code, that arbitral award should still be integrated into the Belgian legal order, in accordance with Articles 1720 and 1721 of that code, which lay down the procedure relating to the recognition and enforcement of arbitral awards in Belgium.

63 At the hearing, the Belgian Government stated that there 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.

64 Like the Belgian Government, FIFA and, in essence, UEFA, ask the Court to take account of the national provisions relating to the procedure for the recognition and enforcement of foreign arbitral awards in Belgium.

65 For their part, the European Commission and the German Government are uncertain, in essence, as to whether the order for reference provides a complete picture of the national provisions liable to apply in the present case, while stating that the Court of Justice is in principle bound by the interpretation of national law adopted by the referring court in its request for a preliminary ruling.

66 In that regard, it is settled case-law that, in proceedings under Article 267 TFEU, which are based on a clear separation of functions between the national courts and the Court of Justice, the national court alone has jurisdiction, inter alia, to interpret and apply national law (judgments of 4 June 2013, *ZZ*, C-300/11, EU:C:2013:363, paragraph 36, and of 24 July 2023, *Lin*, C-107/23 PPU, EU:C:2023:606, paragraph 76). For its part, the Court of Justice must rule on the interpretation or validity of the provisions of EU law in respect of which its opinion is sought, taking into account the factual and legislative context of the questions submitted to it, as described by the referring court (see, to that effect, judgments of 18 December 2007, *Laval un Partneri*, C-341/05, EU:C:2007:809, paragraph 47, and of 24 February 2022, *Namur-Est Environnement*, C-463/20, EU:C:2022:121, paragraph 40).

67 Consequently, it is for the referring court alone to determine the national provisions applicable to the dispute in the main proceedings and to take them into account in so far as it considers it necessary to do so.

68 By its questions, which it is appropriate to examine together, the referring court asks, in essence, whether the second subparagraph of Article 19(1) TEU, read in conjunction with Article 267 TFEU and Article 47 of the Charter, must be interpreted as precluding, first, the authority of *res judicata* from being conferred within the territory of a Member State on a CAS award, in the relations between the parties to the dispute in the context of which that award was made, where the conformity of that award with EU law has not first been reviewed by a national court or tribunal that is authorised to make a reference to the Court of Justice for a preliminary ruling, and second, probative value from being conferred, as a consequence of that authority of *res judicata*, on such an award within the territory of that Member State, in the relations between the parties to that dispute and third parties.

Effective judicial protection for individuals within the European Union, including in the event of recourse to arbitration

69 The European Union is a union based on the rule of law, in which the right to effective judicial protection is of cardinal importance, as a guarantee that all the rights which individuals derive from EU law will be protected (see, to that effect, judgments of 24 June 2019, *Commission* v *Poland (Independence of the Supreme Court)*, C-619/18, EU:C:2019:531, paragraph 58, and of 20 April 2021, *Repubblika*, C-896/19, EU:C:2021:311, paragraph 51).

70 That is why that right, which stems from the constitutional traditions common to the Member States, is also guaranteed to individuals, at EU level, under the conditions laid down in the second subparagraph of Article 19(1) TEU and Article 47 of the Charter; Article 47 of the Charter must be duly taken into consideration for the purpose of interpreting the second subparagraph of Article 19(1) TEU (see, to that effect, judgments of 18 July 2013, *Commission and Others* v *Kadi*, C-584/10 P, C-593/10 P and C-595/10 P, EU:C:2013:518, paragraph 66; of 27 February 2018, *Associação Sindical dos Juízes Portugueses*, C-64/16, EU:C:2018:117, paragraph 35; and of 2 March 2021, *A.B. and Others (Appointment of judges to the Supreme Court – Actions)*, C-824/18, EU:C:2021:153, paragraph 143).

71 Recognition of the right to an effective remedy enshrined in Article 47 of the Charter, in a given case, presupposes that the person invoking that right is relying on rights or freedoms guaranteed by EU law (judgments of 22 February 2022, *RS (Effect of the decisions of a constitutional court)*, C-430/21, EU:C:2022:99, paragraph 34, and of 29 July 2024, *protectus*, C-185/23, EU:C:2024:657, paragraph 71). That is the case in the dispute in the main proceedings, since, as the referring court points out, RFC Seraing is relying on rights and freedoms which it derives from Articles 45, 56, 63, 101 and 102 TFEU.

72 That right to an effective remedy enshrined in Article 47 of the Charter corresponds to the obligation imposed on the Member States, in the second subparagraph of Article 19(1) TEU, to provide remedies sufficient to ensure effective legal protection in the fields covered by EU law (judgments of 6 October 2020, *État luxembourgeois (Right to bring an action against a request for information in tax matters)*, C-245/19 and C-246/19, EU:C:2020:795, paragraph 47, and of 1 August 2022, *Staatssecretaris van Justitie en Veiligheid (Refusal to take charge of an Egyptian unaccompanied minor)*, C-19/21, EU:C:2022:605, paragraph 36).

73 Where Article 47 of the Charter helps to ensure respect for the right to effective judicial protection of any individual relying, in a given case, on a right or freedom which he or she derives from EU law, the second subparagraph of Article 19(1) TEU seeks to ensure that the system of legal remedies established by each Member State guarantees effective judicial protection in the fields covered by EU

law (judgment of 20 April 2021, *Repubblika*, C-896/19, EU:C:2021:311, paragraph 52).

74 As regards, first, the obligation laid down in the second subparagraph of Article 19(1) TEU, it means that all bodies within the judicial system of the Member States which may be called upon, as 'courts or tribunals', within the meaning of EU law, to interpret or apply that law must meet the requirements essential to effective judicial protection (see, to that effect, judgments of 27 February 2018, *Associação Sindical dos Juízes Portugueses*, C-64/16, EU:C:2018:117, paragraph 40, and of 22 February 2022, *RS (Effect of the decisions of a constitutional court)*, C-430/21, EU:C:2022:99, paragraph 40).

75 As regards, second, the right to an effective remedy guaranteed by Article 47 of the Charter, it 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 (judgment of 6 October 2020, *État luxembourgeois (Right to bring an action against a request for information in tax matters)*, C-245/19 and C-246/19, EU:C:2020:795, paragraph 66 and the case-law cited).

76 However, neither of those two provisions implies that individuals must have a direct legal remedy the primary object of which is to call into question a given measure, provided that one or more legal remedies also exist, in the national judicial system concerned, enabling those individuals to obtain, indirectly, effective judicial review of that measure, thereby ensuring respect for the rights and freedoms guaranteed to those individuals by EU law (see, to that effect, judgments of 13 March 2007, *Unibet*, C-432/05, EU:C:2007:163, paragraphs 47 and 49; of 6 October 2020, *État luxembourgeois (Right to bring an action against a request for information in tax matters)*, C-245/19 and C-246/19, EU:C:2020:795, paragraph 79; and of 8 April 2025, *EPPO (Judicial review of procedural acts)*, C-292/23, EU:C:2025:255, paragraph 79).

77 Furthermore, the remedies available in the national judicial system concerned must enable the competent national court or tribunal to request the Court of Justice to give a preliminary ruling on any question concerning the interpretation of EU law or the validity of an act of EU law, under the conditions laid down in Article 267 TFEU. In that regard, it must be stated that the preliminary ruling procedure provided for in Article 267 TFEU, which is the keystone of the judicial system established by the Treaties, sets up a dialogue between one court and another, specifically between the Court of Justice and the courts of the Member States, having the object of securing uniform interpretation of EU law, thereby serving to ensure its consistency, its full effect and its autonomy as well as, ultimately, the particular nature of the law established by the Treaties (Opinion 2/13 (*Accession of the European Union to the ECHR*) of 18 December 2014, EU:C:2014:2454, paragraph 176; and judgments of 6 March 2018, *Achmea*,

C-284/16, EU:C:2018:158, paragraph 37; and of 22 February 2022, *RS (Effect of the decisions of a constitutional court)*, C-430/21, EU:C:2022:99, paragraph 73). On that basis, that preliminary ruling procedure constitutes an essential component of the system established by the Treaties in order to enable national courts or tribunals to ensure effective judicial protection of the rights which individuals derive from EU law (see, to that effect, judgment of 23 November 2021, *IS (Illegality of the order for reference)*, C-564/19, EU:C:2021:949, paragraph 76).

78 That said, the legal order established by the Treaties does not preclude, in principle, individuals who are subject to that legal order by virtue of pursuing an economic activity, within the territory of the European Union, from submitting disputes that may arise between them in the context of that pursuit to an arbitration mechanism.

79 On the contrary, unlike the conclusion, first, of agreements between Member States which establish mandatory arbitration mechanisms removing from the jurisdiction of their courts or tribunals disputes that may concern the interpretation or application of EU law and, second, of ad hoc arbitration agreements making it possible to continue arbitration proceedings brought on the basis of such agreements, which is strictly prohibited (see, to that effect, judgments of 6 March 2018, *Achmea*, C-284/16, EU:C:2018:158, paragraphs 54 and 55; of 2 September 2021, *Republic of Moldova*, C-741/19, EU:C:2021:655, paragraph 59, and of 26 October 2021, *PL Holdings*, C-109/20, EU:C:2021:875, paragraphs 44 and 45), recourse to arbitration by individuals is in principle possible.

80 In that regard, as is clear from the case-law of the European Court of Human Rights which relates to Article 6(1) of the Convention for the Protection of Human Rights and Fundamental Freedoms, signed in Rome on 4 November 1950, in the light of which Article 47 of the Charter should be interpreted (judgment of 19 December 2019, *Deutsche Umwelthilfe*, C-752/18, EU:C:2019:1114, paragraph 37), a distinction must be drawn between compulsory arbitration and voluntary arbitration. As regards voluntary arbitration, the European Court of Human Rights has held that parties to a contract are free voluntarily to waive certain rights secured by that convention, including the right to take to the national courts certain disagreements that may arise in the performance of that contract, provided that such a waiver is established in a free, lawful and unequivocal manner (ECtHR, 2 October 2018, *Mutu and Pechstein v. Switzerland*, CE:ECHR:2018:1002JUD004057510, § 96).

81 Similarly, the Court of Justice has observed that individuals may conclude an agreement that subjects, in clear and precise terms, all or part of any disputes relating to that agreement to an arbitration body in place of the court or tribunal that would have had jurisdiction to rule on those disputes under the provisions applicable in the absence of such an agreement (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraph 193).

82 However, once the arbitration mechanism established or designated by such an agreement is to be implemented in all or part of the territory of the European Union, in the context of disputes relating to the pursuit of an economic activity in that territory, that mechanism must be designed and implemented in such a way as to ensure, first, its compatibility with the principles underlying the judicial architecture of the European Union and, second, effective compliance with EU public policy (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 188 and 189).

83 To that end, it is important to point out that, irrespective of the rules which may apply to the arbitration body having jurisdiction under such an arbitration mechanism, the awards made by that body must be amenable to judicial review such as to guarantee the effective judicial protection to which the individuals concerned are entitled, pursuant to Article 47 of the Charter, and which the Member States are required to ensure in the fields covered by EU law, in accordance with the second subparagraph of Article 19(1) TEU.

84 That requirement does not mean that there must necessarily exist, in the European Union, one or more courts or tribunals with the power to consider all questions of fact and of law that are relevant for resolving the cases in which those awards were made, as should be the case where there is no recourse to arbitration, in accordance with the case-law cited in paragraph 75 above. In the light of the possibility for individuals to have recourse to arbitration, under the conditions set out in paragraph 82 above, and in the light of the requirements relating to the effectiveness of the arbitration proceedings, the judicial review of those awards may legitimately be limited in nature (see, to that effect, judgments of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraph 35; of 26 October 2006, *Mostaza Claro*, C-168/05, EU:C:2006:675, paragraph 34; and of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraph 193).

85 Nevertheless, it must, in any event, remain possible for the individuals concerned by such awards to obtain a review, by a court or tribunal meeting all the requirements arising from Article 267 TFEU, as to whether such awards are consistent with the principles and provisions which form part of EU public policy and which are relevant to the dispute concerned (see, to that effect, judgments of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraph 37, and of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraph 193).

86 In order to be effective, that review must be such as to ensure observance of those principles and provisions, which means that it must relate to the interpretation of those principles and provisions, the legal consequences to be attached to them as regards their application in a given case and, where appropriate, the legal classification, in the light of those principles and provisions, of the facts as established and assessed by the arbitration body.

87 It cannot be accepted that, by having recourse to arbitration, individuals may discard the principles and provisions of primary or secondary EU law which are essential to the legal order established by the Treaties or are of fundamental importance for the accomplishment of the tasks entrusted to the European Union (see, to that effect, judgments of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraph 36, and of 26 October 2006, *Mostaza Claro*, C-168/05, EU:C:2006:675, paragraph 37). On the contrary, observance of those principles and provisions, which form part of EU public policy, is binding on individuals provided that the respective conditions governing their application are satisfied in a given case. To that extent, consistency with that public policy constitutes an essential complement to the structured network of principles, rules and mutually interdependent legal relations binding the European Union and the Member States and binding the Member States to each other (see, in that regard, judgment of 6 March 2018, *Achmea*, C-284/16, EU:C:2018:158, paragraph 33 and the case-law cited).

88 As follows from the case-law of the Court, the principles and provisions which form part of EU public policy include, inter alia, Articles 101 and 102 TFEU, which have direct effect and create rights for individuals that national courts or tribunals must protect (see, to that effect, judgments of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraphs 36 to 39, and of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 192 and 193).

89 The freedom of movement for workers, the freedom to provide services and the free movement of capital guaranteed by Articles 45, 56 and 63 TFEU, respectively, also form part of EU public policy. Those three articles, which are the only ones at issue in the main proceedings, also have direct effect (see, as regards Article 45 TFEU, judgment of 21 December 2023, *Royal Antwerp Football Club*, C-680/21, EU:C:2023:1010, paragraph 136 and the case-law cited, and, as regards Article 63 TFEU, judgment of 10 March 2022, *Grossmania*, C-177/20, EU:C:2022:175, paragraph 44 and the case-law cited). They form part of the foundations of the internal market comprising an area without internal frontiers referred to in Article 26 TFEU.

Judicial review of awards made by the CAS in the context of disputes relating to the pursuit of a sport as an economic activity within the territory of the European Union

90 As is clear from the case-law of the Court, the arbitration mechanisms to which international sports associations such as FIFA subject the settlement of disputes which may arise between, on the one hand, themselves or their member national associations, and, on the other, individuals subject to their respective jurisdiction, be they undertakings or athletes, are characterised, owing to the statutes and prerogatives of those sports associations, by a number of factors specific to them.

91 For that reason, the Court has stated that, where those disputes relate to the pursuit of a sport as an economic activity within the territory of the European Union, the possibility for the individuals concerned to obtain effective judicial review as to whether the awards made in those disputes are consistent with the principles and provisions which form part of EU public policy is particularly important (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 193 and 195).

92 In the light of the statutes and prerogatives of sports associations such as FIFA, recourse to such arbitration mechanisms must be regarded as being unilaterally imposed by such associations on those individuals (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 193, 195 and 225; ECtHR, 2 October 2018, *Mutu and Pechstein v. Switzerland*, CE:ECHR:2018:1002JUD004057510, §§ 109 to 115). Even though, from a formal point of view, the application of a mechanism of that kind to an individual may require the conclusion of an agreement with that individual, the conclusion of that agreement and the insertion in it of a clause providing for recourse to arbitration are, in reality, imposed beforehand by rules that are adopted by the association concerned and are applicable to its members and to persons affiliated to those members, or to other categories of persons.

93 That mandatory nature of arbitration mechanisms of that type is closely linked to the fact that they are intended to apply to disputes between, on the one hand, a sports association with *sui generis* and particularly extensive regulatory and oversight powers as well as the power to impose sanctions, and, on the other hand, a general and indeterminate group of legal or natural persons who are subject to the exercise of those powers in the pursuit of their professional activity, as the Advocate General observed, in essence, in points 74 and 75 of her Opinion.

94 It is true that that imposed recourse to arbitration may be warranted in principle, in the light of the legal autonomy enjoyed by international sports associations and having regard to their responsibilities (see, in that regard, judgment of 21 December 2023, *European Superleague Company*, C-333/21, EU:C:2023:1011, paragraphs 75 and 142 and the case-law cited), by the pursuit of legitimate objectives such as ensuring the uniform handling of disputes relating to the sporting discipline that is within the purview of their jurisdiction or enabling the consistent interpretation and application of the rules applicable to that discipline.

95 Nevertheless, the Court has recalled, on numerous occasions, that that legal autonomy cannot justify the exercise of the powers held by such associations having the effect of limiting the possibility for individuals to rely on the rights and freedoms conferred on them by EU law which form part of EU public policy (see, to that effect, judgments of 21 December 2023, *European Superleague Company*, C-333/21, EU:C:2023:1011, paragraph 75, and of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraph 196 and the case-law cited). That requirement itself implies that respect

for those rights and freedoms may be subject to effective judicial review, a fortiori where recourse to arbitration is imposed on the individuals concerned (see, by analogy, judgments of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraphs 36 to 39, and of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 192 and 193).

96 In the present case, the CAS award was made pursuant to an arbitration mechanism that must be regarded as being, in practice, unilaterally imposed on the individuals concerned, as is apparent from the information provided by the referring court and from the documents before the Court of Justice.

97 In accordance with Article 47(3) and Article 50(1) of the FIFA Statutes, any appeal against a decision passed by the FIFA Appeal Committee and, more broadly, against a decision taken at last instance by FIFA and its bodies must be lodged with the CAS. Under Article 50(4) of those statutes, that appeal does not have a suspensive effect, even though it may be given such an effect by the CAS. Next, in accordance with Articles 11, 14, 15 and 51 of those statutes, the national football associations that are members of FIFA must, first, submit to the jurisdiction and decisions of the CAS and, second, cause their own members or affiliates, such as leagues, clubs and players, to submit, as the case may be, to that jurisdiction and to those decisions or to the jurisdiction and the decisions of arbitration bodies established at national level. Lastly, in accordance with Article 51 of those statutes, any appeal or application for provisional measures before an ordinary court is prohibited unless specifically provided for in the FIFA regulations. Subject to that caveat, the jurisdiction of the CAS and of the arbitration bodies established at national level is thus not only general and mandatory but also exclusive for all of the categories of persons referred to in those provisions.

98 Therefore, it is necessary to clarify the requirements which judicial review of awards made pursuant to such a mechanism must meet, in order to enable the national courts or tribunals having jurisdiction to guarantee individuals the effective judicial protection to which those individuals are entitled, under Article 47 of the Charter, and which the Member States are required to ensure in the fields covered by EU law, in accordance with the second subparagraph of Article 19(1) TEU.

99 In the first place, as was noted in paragraph 76 above, the second subparagraph of Article 19(1) TEU does not necessarily imply that there must be a direct legal remedy within the territory of the European Union, such as an action for annulment, an objection or an appeal, the object of which is to enable the individuals concerned to challenge such awards, and, in so doing, to obtain from the court or tribunal having jurisdiction effective judicial review of those awards. It is, however, possible for the sports association concerned to put in place an arbitration mechanism that is subject, in view of that association’s headquarters, to such a direct legal remedy within the European Union.

100 By contrast, whenever an award has been made in the context of a dispute relating to the pursuit of a sport as an economic activity within the territory of the European Union and no provision has been made for a direct legal remedy against that award before a court or tribunal of a Member State, a possibility must exist, as was recalled in paragraph 76 above, for the individuals concerned to obtain indirectly, at their request or of the court's or tribunal's own motion, from any court or tribunal of a Member State that is liable to examine such an award in any manner whatsoever, effective judicial review as to whether that award is consistent with the principles and provisions which form part of EU public policy, as is clear from paragraphs 85 and 95 above. In the absence of such an indirect review or if that review is not effective, in the light of the factors set out in paragraphs 92 and 93 above, 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.

101 In the second place, the courts or tribunals of the Member States that are called upon to carry out such a review must, where such an award involves, as in the present case, an interpretation or application of the principles or provisions which form part of EU public policy and which confer rights or freedoms on individuals, be able to review the interpretation of those principles or provisions, the legal consequences attached to that interpretation as regards their application to the case at hand, and the legal classification which was given, in the light of that interpretation, to the facts as established and assessed by the arbitration body, as is clear from paragraphs 86 and 95 above.

102 In the third place, those courts or tribunals cannot confine themselves to finding, as the case may be, that such an award is inconsistent, in full or in part, with the principles or provisions which form part of EU public policy.

103 On the contrary, those courts or tribunals must also be able to draw, within the framework of their respective powers and in accordance with the applicable national provisions, all the appropriate legal conclusions where such an inconsistency is found to exist. Failing that, the judicial review carried out would not be effective, inasmuch as it could allow that inconsistency to persist.

104 In particular, where an infringement of the competition rules is at issue, the individuals concerned must be able to request those courts or tribunals not only to find that that infringement exists and to order damages for the harm caused to them, but also to bring to an end the conduct amounting to that infringement (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraphs 200 and 201). The same applies to the freedoms of movement, since sports associations are required to respect those freedoms when they issue or apply rules which have a direct impact on them (see, to that effect, judgment of 21 December 2023, *European Superleague Company*, C-333/21, EU:C:2023:1011, paragraphs 85 and 86 and the case-law cited).

105 In the fourth and last place, it follows from the settled case-law of the Court of Justice that any national court or tribunal before which a dispute governed by EU law has been brought must have the power to grant interim measures which ensure the full effectiveness of the judgment to be given on the substance of the case, including where that court or tribunal makes a request for a preliminary ruling to the Court of Justice and stays the proceedings pending the reply of the Court of Justice. Furthermore, such a court or tribunal must disapply the rules of national law which preclude that power (see, to that effect, judgment of 19 June 1990, *Factortame and Others*, C-213/89, EU:C:1990:257, paragraphs 21 to 23; order of the President of the Court of 25 February 2021, *Sea Watch*, C-14/21 and C-15/21, EU:C:2021:149, paragraph 32).

106 It follows, first, that the individuals concerned must have the possibility of applying to any national court or tribunal properly seised of the question whether an arbitral award is consistent with the principles and provisions which form part of EU public policy for interim relief pending the decision on the substance of the case (see, to that effect, judgment of 21 December 2023, *International Skating Union* v *Commission*, C-124/21 P, EU:C:2023:1012, paragraph 201). More generally, it must be possible for such interim relief to be sought from any national court or tribunal with jurisdiction to rule, in the context of an application for a declaration of invalidity, for the adoption of an injunction and for compensation, such as the application which gave rise to the dispute in the main proceedings, or in the context of any other national judicial proceedings, on the question whether an act, measure or behaviour of an international or national sports association, or of an arbitration body whose jurisdiction is, in practice, unilaterally imposed on individuals by such an association, is consistent with those principles and provisions, without it being necessary to wait until a decision on the substance of the case is given on that question. In the absence of such a possibility, it would not be possible to ensure the full effectiveness of such a decision.

107 Second, any national court or tribunal with jurisdiction to rule on such a question must disapply any rule of a Member State or, a fortiori, of a sports association, that prohibits the individuals concerned from requesting that court or tribunal to grant such interim relief or that otherwise precludes it from granting them such relief.

108 In the present case, it is apparent from the order for reference that the CAS award relates to a dispute concerning disciplinary sanctions imposed by FIFA under contracts concluded between a football club established in Belgium and an undertaking established in Malta, whose economic activity consists in providing financial assistance to football clubs in Europe. That award was made pursuant to an arbitration mechanism established by the rules issued by FIFA, which provide that such an award may be the subject of an action for annulment before a court of a third State. Therefore, in the case of that award, the individuals concerned must have the possibility, in the absence of a direct legal remedy before a court or tribunal of a Member State, of obtaining, indirectly, from any court or tribunal of

a Member State liable to examine such an award, assisted if necessary by the Court of Justice on the basis of Article 267 TFEU, effective review as to whether that award is consistent with the principles and provisions which form part of EU public policy.

109 Furthermore, as is apparent from the statements in the order for reference, the national provisions and rules which are the subject of the referring court's questions confer on final arbitral awards, in general and vague terms, the authority of *res judicata* in the relations between the parties and probative value vis-à-vis third parties, throughout the territory of the Member State concerned. They were, as such, applied to the CAS award in the judgment which is the subject of the appeal on a point of law pending before the referring court.

110 Thus, first, that application has the effect of conferring the authority of *res judicata* on that arbitral award, in the relations between the parties to the dispute in which that arbitral award was made.

111 That application deprives the party against whom the arbitral award at issue is subsequently relied on by the other party, in a dispute brought before a court or tribunal of the Member State concerned, of the possibility of obtaining from that court or tribunal, at that first party's request or of the court's or tribunal's own motion, effective review as to whether that arbitral award is consistent with the principles and provisions which form part of EU public policy.

112 Second, that application has the effect of granting probative value to such an arbitral award in the relations between the parties to the dispute in which that arbitral award was made and third parties to that dispute.

113 It is true, as noted both by the referring court in the order for reference and by the Advocate General in point 134 of her Opinion, that probative value amounts to a presumption which may be rebutted by the party against whom the arbitral award at issue is subsequently relied on by a third party to that dispute, in a dispute brought before a court or tribunal of the Member State concerned.

114 However, that order for reference also shows that the grant of such probative value to the arbitral award at issue is one of the consequences which national law attaches to the authority of *res judicata*, with the aim of rendering that arbitral award such as to be relied on against third parties. That probative value is therefore conferred on that arbitral award, in the same way as the authority of *res judicata* of which it is the corollary and to which it is directly and intrinsically linked, in the absence of any review, by a court or tribunal of a Member State, as to whether that award is consistent with EU public policy.

115 The requirement to review consistency with EU public policy applies in order to enable the individuals concerned to exercise their right to an effective remedy and to enjoy the effective judicial protection that must be ensured to them, where appropriate of the court's or tribunal's own motion, in accordance with Article 47 of the Charter and the second subparagraph of Article 19(1) TEU, irrespective of

the person seeking to rely, against such an individual, on an arbitral award such as that at issue in the main proceedings.

116 Moreover, it must be noted that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, signed in New York on 10 June 1958 (*United Nations Treaty Series*, Vol. 330, p. 3), which is not binding on the European Union, but to which all the Member States and, moreover, the Swiss Confederation are parties, also provides for judicial review of arbitral awards as regards consistency with public policy.

117 As noted, in essence, by the Belgian, French, Lithuanian and Netherlands Governments and by the Commission, it follows from that convention that, although any State party to it must recognise the existence and the authority of foreign arbitral awards made pursuant to an agreement under which natural or legal persons have undertaken to submit to arbitration all or part of any disputes which may arise between them concerning a particular legal relationship, that obligation goes hand in hand with the obligation, for such a State, to ensure that the persons concerned have the possibility of obtaining from the national court or tribunal having jurisdiction, either at those persons' request or of the court's or tribunal's own motion, a review of those awards for consistency with that State's public policy. As regards the Member States, the latter obligation itself goes hand in hand with the obligation to ensure that those persons have the possibility of obtaining a review of those awards for consistency with EU public policy (see, to that effect, judgment of 1 June 1999, *Eco Swiss*, C-126/97, EU:C:1999:269, paragraph 37).

118 Lastly, it must be borne in mind that, according to settled case-law, Article 47 of the Charter is sufficient in itself and does not need to be made more specific by provisions of EU or national law in order to confer on individuals a right which they may rely on as such (judgments of 17 April 2018, *Egenberger*, C-414/16, EU:C:2018:257, paragraph 78; of 29 July 2019, *Torubarov*, C-556/17, EU:C:2019:626, paragraph 56; and of 28 January 2025, *ASG 2*, C-253/23, EU:C:2025:40, paragraph 89).

119 It follows also from the Court's settled case-law that, since the second subparagraph of Article 19(1) TEU, first, is worded in clear and precise terms, and second, is not subject to any conditions, it has direct effect (judgments of 18 May 2021, *Asociaţia 'Forumul Judecătorilor din România' and Others*, C-83/19, C-127/19, C-195/19, C-291/19, C-355/19 and C-397/19, EU:C:2021:393, paragraph 250; of 22 February 2022, *RS (Effect of the decisions of a constitutional court)*, C-430/21, EU:C:2022:99, paragraph 58; and of 6 March 2025, *D.K. (Withdrawal of cases from a judge)*, C-647/21 and C-648/21, EU:C:2025:143, paragraph 90).

120 Consequently, where the national provisions applicable to a given dispute may hinder the full effectiveness of the second subparagraph of Article 19(1) TEU, the national court or tribunal having jurisdiction must, if it is unable to interpret those

national provisions in conformity with EU law, disapply them of its own motion. The power to do everything necessary, when applying EU law, to disregard a national provision or practice which might prevent directly effective EU rules from having full force and effect is an integral part of the role of a court of the European Union which falls to the national court responsible for applying, within its jurisdiction, those EU rules (see, to that effect, judgment of 22 February 2022, *RS (Effect of the decisions of a constitutional court)*, C-430/21, EU:C:2022:99, paragraphs 59 and 62 and the case-law cited).

121 That obligation therefore applies, in particular, where the applicable national provisions prevent the national court or tribunal having jurisdiction from carrying out, indirectly, an effective review as to whether an arbitral award made by the CAS, in the context of a dispute relating to the pursuit of a sport as an economic activity within the territory of the European Union, is consistent with the principles and provisions which form part of EU public policy.

122 Therefore, that obligation applies, in particular, where there are national provisions and rules conferring on such an arbitral award, first, the authority of *res judicata* in the relations between the parties, and second, probative value in the relations between the parties and third parties, without that arbitral award having first been subject to a review enabling a court or tribunal of the Member State concerned effectively to ascertain whether it is consistent with the principles and provisions which form part of EU public policy. It is important to point out, in that regard, that it is the very conferral of such an authority and, consequently, such a value on that arbitral award that, in such a context, is in breach of the requirement of effective judicial protection referred to in the second subparagraph of Article 19(1) TEU and in Article 47 of the Charter.

123 Such a situation differs fundamentally from that referred to in the case-law of the Court cited in paragraph 55 above, in which the conferral of the authority of *res judicata* on a judicial decision or on an arbitral award in respect of which effective judicial review was possible, in accordance with those provisions, is called into question on the ground that it precludes a finding to the effect that there is an infringement of another provision or of another principle of EU law as well as an imposition of a sanction in that regard, and thus disregards a limit imposed by the principle of effectiveness of EU law on the authority of *res judicata* as an expression of the principle of procedural autonomy of the Member States.

124 In the present case, it follows that the national provisions and rules set out in the referring court's questions should be disapplied, unless those provisions and rules, taken where appropriate in conjunction with other provisions of national law, can be interpreted as not applying to arbitral awards such as that at issue in the main proceedings, which it is for the referring court alone to determine.

125 In the light of all the foregoing considerations, the answer to the questions referred is that the second subparagraph of Article 19(1) TEU, read in conjunction with

Article 267 TFEU and Article 47 of the Charter, must be interpreted as precluding:

– the authority of *res judicata* from being conferred within the territory of a Member State on an award made by the CAS, in the relations between the parties to the dispute in the context of which that award was made, where that dispute is linked to the pursuit of a sport as an economic activity within the territory of the European Union and the consistency of that award with the principles and provisions of EU law which form part of EU public policy has not first been subject to effective review by a court or tribunal of that Member State that is authorised to make a reference to the Court of Justice for a preliminary ruling;

– probative value from being conferred, as a consequence of that authority of *res judicata*, on such an award within the territory of that Member State, in the relations between the parties to that dispute and third parties.

Costs

126 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Grand Chamber) hereby rules:

The second subparagraph of Article 19(1) TEU, read in conjunction with Article 267 TFEU and Article 47 of the Charter of Fundamental Rights of the European Union, must be interpreted as precluding

– **the authority of *res judicata* from being conferred within the territory of a Member State on an award made by the Court of Arbitration for Sport (CAS), in the relations between the parties to the dispute in the context of which that award was made, where that dispute is linked to the pursuit of a sport as an economic activity within the territory of the European Union and the consistency of that award with the principles and provisions of EU law which form part of EU public policy has not first been subject to effective review by a court or tribunal of that Member State that is authorised to make a reference to the Court of Justice for a preliminary ruling;**

– **probative value from being conferred, as a consequence of that authority of *res judicata*, on such an award within the territory of that Member State, in the relations between the parties to that dispute and third parties.**

[Signatures]