

**EHF**

# LEGAL BODIES JOURNAL

ISSUE N° 6

ous]  
st<sup>2</sup> /dʒʌ  
**justice** /'dʒ  
ness, equ  
of a ca  
tle; i  
th



## Table of Contents

---

TABLE OF CONTENTS .....	1
FOREWORD OF THE PRESIDENTS .....	2
STATISTICS SEASON 2019/20 .....	3
<b>Cases Court of Handball</b>	
Case n°19 20593 1 1 CoH .....	4
<i>Advertising Set-Up - Left Sleeve Badge; Sponsor; Fine.</i>	
Case n°19 20609 5 1 CoH .....	6
<i>Failure to pass through the Mixed Zone; Fine.</i>	
Case n°20 20652 3 1CoH .....	8
<i>Direct Disqualification; Unsportsmanlike Conduct; Suspension.</i>	
Case n°20 20653 3 1 CoH .....	10
<i>Inappropriate and Unsportsmanlike Conduct; Fine; Suspension; Enforcement of the probationary sanction.</i>	
Case n°19 20617 4 1CoH .....	13
<i>Non-Authorised Advertizing; Fine.</i>	
Case n°20 20618 1 1 CoH .....	16
<i>Scouting and Statistics; Fine.</i>	
Case n°19 20611 1 1CoH .....	19
<i>Withdrawal; Club Competition; Exclusion.</i>	
Case n°19 20603 2 1 CoH .....	21
<i>Transfer between Federation; International Transfer Certificate; Playing Permit; Fine.</i>	
Case n°19 20613 1 1CoH .....	24
<i>Withdrawal; Wheelchair Competition; Fine.</i>	
<b>Cases Court of Appeal</b>	
Case n°19 20546 3 2CoA .....	28
<i>Players' and Officials' Improper and Threatening Conduct; Teams Unsportsmanlike Conduct; Good Order and Security; Safety and Security; Fine.</i>	
Case n°19 20579 2 2 CoA .....	34
<i>Release of National Team Players; Fine; Appeal partially granted.</i>	
Case n°19 20598 1 2 CoA .....	37
<i>Withdrawal; Club Competition; Beach Handball; Appeal fully granted.</i>	

## Foreword of the Presidents

---

Dear friends,

I would like to say three things in the introductory note to this edition of our Legal Journal, which is the last one published during our four-year term as EHF Court of Handball.

First of all, let me dedicate this issue to the memory of our beloved Vice-President Henk Lenaerts, whom we unfortunately lost so suddenly and unexpectedly on 5 January 2020. Rest in peace, dear friend, esteemed colleague and wonderful man, Henk!

Secondly, I wish the entire European and world Handball family patience and composure in dealing with the coronavirus epidemic and bring this adventure to an end as soon as possible!

Thirdly, I would like to thank all the national federations and the handball clubs on our continent for the confidence they have shown in us and reassure them, once again, that all the decisions of our legal body have always been based on objectivity, impartiality and neutrality.

Finally, on behalf of the Court of Handball, I would like to thank all our associates and the staff of the European Handball Federation.

Sincerely,

Panos Antoniou,  
**President of the EHF Court of Handball**

Dear handball friends,

In order to function, every organisation needs rules and guidelines which ensure compliance with those requirements and punishments for their violation. These conditions provide legal certainty for all members of the organisation. Our two-tiered legal system also intends to preserve this legal certainty.

I believe that our legal system has worked very well so far. The few cases in the second instance in the past season not only confirm the excellent work of the Court of Handball but are also proof that all parties accept that sanctions must be imposed in the event of infringements.

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

Best Regards.

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

## Statistics Season 2019/20

---

### Number of decisions per body

Court of Handball	27
While acting as on-site body	32
Court of Appeal	3
While acting as on-site body	0

### Main categories of cases

Clothing	23
Exclusion	9
Advertising Set-up	8
Breach of regulations	7
Transfer/International Release	4
Marketing	3
Withdrawal	4
Unsportsmanlike Conduct	2
Security	2
Total	62

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20593 1 1 CoH**  
**23 July 2019**

---

In the case against

Federation X...

Panel

Kristian Johansen (Faroe Islands)  
Viktor Konopliastyi (Ukraine)  
Libena Sramkova (Czech-Republic)

---

*Advertising Set-Up; Left Sleeve Badge;  
Sponsor; Fine*

---

## I. Facts

1. On 12 June 2019, the Handball Federation of X... (the "Federation") played Round 5 of the Men's EHF EURO 2020 Qualifiers against the Handball Federation of Y... (the "Away Match").
2. On 16 June 2019, the Federation hosted the 6<sup>th</sup> Round against the Handball Federation of Z... (the "Home Match"). Both matches are referred to as the "Matches".
3. On 2 July 2019, the EHF requested the Court of Handball to initiate legal proceedings against the Federation for having infringed the obligation to affix the presenting sponsor badge on the left sleeve of the player's shirt reserved for the EHF's use according to the Articles 15.6 to 15.10 of the EHF EURO Qualifiers Regulations ("the Regulations"). The EHF's statement of facts and the feedback provided to the Federation by the EHF on 1 July 2019 were enclosed to the claim.
4. On 3 July 2019, the Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court.

5. On the same day, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

6. The Federation did not file any statement.

## II. Decisional Grounds

### *General Remark Concerning the Absence of Statement from the Federation*

1. The Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with any documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In the present case, the deadline set granted a significant lapse of time to the Federation to provide relevant documents. The Court of Handball, as guarantor of the aforementioned principles in first instance, regrets that the defendant did not provide any statement in the frame of the proceedings of the present case.

### *Factual Background*

2. After careful examination of all statements and documents provided by the parties, the following facts are confirmed and undisputed:

- No presenting sponsor badge was affixed or printed on the left sleeve of the players' shirts in the Matches.

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

offer fair and professional handball competitions at the European level.

#### *Infringement and sanction*

4. According to Articles 15.6 to 15.10 of the Regulations:

*“15.6. The left sleeve of the players’ shirts must be reserved for EHF’s use. Any other type of advertising and/or writing on the left sleeve is forbidden.*

*15.7. As a principle, badges/markings to be fixed on the players’ shirts left sleeves are provided to the participating Member Federations in due time prior to the respective playing period or match. Upon request of participating Member Federations, a different handling may be agreed with the EHF. In either case, the detailed procedure will be clarified in due time prior to the playing period or match.*

*15.8. The participating Member Federations are responsible for the fixing of the badges/markings on the left sleeves of their team players’ shirts.*

*15.9. The positioning of badges/markings on both sleeves (including the right sleeve for which the use remains with the Member Federations) surrounding area must be coordinated between the EHF and the Host Federation(s) in due time prior to the beginning of the EHF EURO Qualifiers phase in order to ensure an optimal optical appearance. A sufficient space must be left between the badges/markings on both sleeves and the sleeves’ surrounding area.*

*15.10. The team official(s) in charge must ensure that the sleeves badges/markings are properly fixed on each player’s shirt sleeves in due time prior to each match.”*

5. In addition, Article 44.2 of the Regulations states:

*“The exclusive right for a “presenting sponsor” at EHF EURO Qualifiers matches/tournaments belongs to the EHF. [...]”*

6. It follows therefrom that (i) the left sleeve of the players’ shirt is reserved for the EHF and, in the situation at stake, dedicated to the EHF EURO 2020 presenting sponsor, (ii) the Federation had the obligation to affix the badge on the shirt. By not doing so, the Federation infringed the Regulations and thereby the EHF’s exclusive right.

7. Hence, in accordance with Article 6.1 of the EHF Legal Regulations, due to the established infringements, the Federation is subject to sanctions.

8. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the frame provided especially in Article D.1 b) of the EHF List of Penalties in the present case which provides with ranges of fines comprised between €500 to €25.000.

9. The Panel underlines that the failure to affix the presenting sponsor badge on the left sleeve of the players’ shirts is a significant violation of the Regulations since it has consequences on rights granted to sponsors having decided to invest in the development of our sport in exchange for visibility. These consequences may lead to financial losses on the side of the EHF and thus of all National Federations.

10. In view of the foregoing, and according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 b) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €1.000 (one thousand Euro) with regards to the failure to affix the presenting sponsor badge on the players’ shirts within the frame of the Matches.

### **III. Decision**

**The Federation shall pay a fine of €1.000 (one thousand Euro) for having failed to affix the EHF’s presenting sponsor badge on the left sleeve of the players’ shirts.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20609 5 1 CoH**  
**8 November 2019**

---

In the case against

Club X...

Panel

Panos Antoniou (Cyprus)  
Ioannis Karanasos (Greece)  
Viktor Konopliastyi (Ukraine)

---

*Failure to pass through the Mixed Zone; Fine.*

---

**I. Facts**

1. On 20 October 2019, the 2019/20 DELO WOMEN'S EHF Champions League Group Phase match between the club X... and the club Y... (the "Club") took place (the "Match").

2. On 21 October 2019, the EHF Marketing Supervisor sent a report in which it is stated the fact that the Club refused to pass through the mixed zone after the end of the Match although the floor manager tried to persuade them to do so without success.

3. On 24 October 2019, the EHF requested the Court of Handball to open legal proceedings against the Club arguing that not passing through the mixed zone constitutes a violation of the 2019/20 DELO WOMEN'S EHF Champions League Regulations. The Match report and the marketing supervisor's report were attached to the claim.

4. On 25 October 2019, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court of Handball.

5. On 29 October 2019, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

6. On 30 October 2019, the Club filed a statement in reply to the EHF's claim which could be summarised as follows. "In the confusion and excitement of the moment" they went directly to the locker room and forgot to pass through the mixed zone. The president of the Club (the "President") apologises for this inconvenience and says that they "will do everything to ensure that this does not happen again". He explains that the mixed zone was not directly in the passage of the locker room and that he does not find that in the regulations it is expressed that the passage through the mixed zone is mandatory directly after the match, before joining the changing rooms.

7. Finally, the President states that when the "marketing delegate" notified them in the locker room, players were required to go through the mixed zone and no questions were asked by journalists.

**II. Decisional Grounds**

1. In registering into the competition, the Club agree to respect and apply the regulations governing this competition in all aspects. The Club signed the pledge of commitment whereby it is stated that by registering, all entrants accept all the conditions applicable to the competition, the EHF Statutes and regulations governing the competition including in particular the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at European level.

2. Article 1.3, Chapter V, Media of the 2019/20 DELO WOMEN'S EHF Champions League Regulations (the "Regulations" reads as follows:

*"The location of the mixed zone is essential and must be an integral part of the routing of the players, yet not too far from the media seats in the hall, the media room and the press conference room. It should be located directly outside the players' exit; all players have to*

*pass through the mixed zone on their way to the changing rooms [...]”.*

3. Article D.5 of the EHF List of Penalties states as follows:

*“Match protocol, official ceremony procedures and/or EHF delegate instructions not followed or incorrectly implemented by any team or individual involved in an official match and/or in an official ceremony*

*Fine from €500 to €5.000*

*[...]”.*

4. The Club acknowledges that it has breached its obligation and promises that the situation will not occur again. However, the Club claims that the Regulations do not specify that the passage through the mixed zone must take place directly after the match, before going to their locker room.

5. The Panel notices that, as pointed out by the Marketing Supervisor in his report, the floor manager tried to persuade the team to pass through the mixed zone without success. Moreover, the Panel notes that this is not the first year the club has participated in such a competition and it is not their first game of the 2019/20 DELO WOMEN’S EHF Champions League either.

6. Furthermore, the abovementioned regulation states that “all players have to pass through the mixed zone on their way to the changing rooms”. Therefore, the Panel finds the Regulations are clear enough and considers the Club’s argument to be irrelevant.

7. Hence, the Panel finds that by not passing through the mixed zone after the Match, despite having knowledge of the Regulations, the Club has failed to fulfil its obligations and had violated the Regulations.

8. In view of the foregoing, and according to Articles 2.2, 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.5 of the EHF List of Penalties, the Panel decides to

impose on the Club a fine of €1.000 (one thousand Euro), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.

9. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, the Panel believes that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the amount of the fine.

### III. Decision

**The club X... shall pay a fine of €1.000 (one thousand Euro) for the failure of the team to pass through the mixed zone after the Match.**

**Half of the fine, i.e. €500 (five hundred Euro) is imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.**



**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°20 20652 3 1CoH**  
**23 January 2020**

---

In the case against

Coach X...

Panel

Kristian Johansen (Faroe Islands)  
Viktor Konopliastyi (Ukraine)  
Urmo Sitsi (Estonia)

---

*Direct Disqualification; Unsportsmanlike  
Conduct; Suspension*

---

## **I. Facts**

1. On 19 January 2020, the 3<sup>rd</sup> Round of the 2019/20 EHF Women's Cup (the "Competition") match: club X... vs. club Y... took place (the "Match").
2. The official A of club Y (the "Club"), Mr. X... (the "Coach"), was directly disqualified at the 29<sup>th</sup>36 minute of the Match.
3. On 20 January 2020, the EHF referees and the EHF delegate reported in substance that the Coach complained about all the referees' decisions since the start of the Match and was invited to calm down by the EHF delegate. The Coach was already punished with a yellow card after the referees were informed by the delegate of his behaviour. After a third 2-minute suspension given to a player of the Club, the Coach "was furious" and "behaved in seriously unsportsmanlike manner" by continuing to complain, make gesture and behaved aggressively in general. He was therefore disqualified.
4. On the same day, the EHF forwarded the EHF referees' report together with the match report, the EHF delegate's report and requested the opening of disciplinary proceedings against the Coach in accordance to Article 27.2 of the EHF Legal Regulations. A

link where the video was available was enclosed.

5. On 21 January 2020, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Coach on the basis of the EHF's claim. The Coach and the Club were invited to send a statement to the Court.

6. On 22 January 2020, the composition of the Court of Handball's panel (the "Panel") nominated to decide the case was communicated to the parties.

7. On the same day, statements from the Club and the Coach were sent to the Panel by the former. They may be summarised as follows. The Coach was previously the assistant of a first coach who was ill and had to be replaced. Therefore, the Coach was stressed because of his new responsibilities and "could not control" himself "and react to the match correctly". Regarding the situation during the 29<sup>th</sup> minute of the Match, the Coach thought the wrong player was punished by the referees by a 2-minute suspension and thus had a nervous reaction knowing the player will be disqualified. After having seen the video of the Match, the Coach realised the referees were right and he was wrong. The Coach recognised that his behaviour was "not fair-play and sportsmanlike", understood his mistake, apologised and sates that he will be able to control himself in the future. The Club also apologised for his reaction and expressed its regrets for the incident.

## **II. Decisional grounds**

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However, the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a coach's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Coach at the 29<sup>th</sup>36 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

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

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

4. Paragraph 2 of the Code of Conduct agreement states:

*"Clubs shall display courtesy and respect towards the opposing team, the EHF and its officials as well as EHF Partners and other EHF Related organisations and persons."*

5. Article 2, Introduction of the Competition's Regulations, states as follows:

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

6. It follows therefrom that the Coach had the obligation to enforce the principles of fair-play and sportsmanship towards EHF officials at all time.

7. The Panel has carefully examined and evaluated the EHF claim, the EHF referees' report, the EHF delegate's report and the Club's as well as the Coach's statement.

8. Based on these elements, the Panel observed that despite being warned several times by officials and receiving a yellow card,

the Coach continued to behave inappropriately throughout the first half of the Match and was therefore disqualified.

9. The Panel underlines that such behaviour shall not be tolerated in our sport. Adopting and displaying respect towards referees and officials is a core obligation of coaches and shall be ensured at any time before, during and after the Match.

10. The fact that the Coach was stressed due to his new obligations and responsibilities and that he disagreed with the referees' decision cannot justify such behaviour since a different attitude can be displayed in order to ask for explanations.

11. Hence, the Panel finds that the Coach's behaviour meets the characteristic of an unsportsmanlike conduct deserving further sanctions. The fact that the Coach apologised is taken into consideration while defining the extent of the sanction to be imposed.

12. In the light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Article 12.1, 12.2, 15.1, 16.1 a) of the EHF Legal Regulations and B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Coach a one-match suspension from participation in EHF club competitions.

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

### III. Decision

**The Coach is suspended from the participation in EHF club competitions for one (1) match.**

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

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°20 20653 3 1 CoH**  
**13 February 2020**

---

In the case against

Sir. X...  
Sir. Y...

Panel  
Panos Antoniou (Cyprus)  
Kristian Johansen (Faroe Islands)  
Yvonne Leuthold (Switzerland)

---

*Inappropriate and Unsportsmanlike Conduct;  
Fine; Suspension; Enforcement of the  
probationary sanction.*

---

**I. Facts**

1. On 8 February 2020, the Round 11 of the VELUX EHF Champions League 2019/20 (the “Competition”) Group Phase match between the club X... and the club Y... took place (the “Match”).

2. On 10 February 2020, the EHF received a statement from the EHF referees of the Match whereby the behaviour of the coach, i.e. Sir X... (the “Coach”) of the club X... (the “Club”) was exposed. The Coach entered on the playing court accompanied by a person not registered on the match report. The Coach adopted an unsportsmanlike behaviour towards the EHF referees, shouting and waving his arms at them.

3. On the same day, the EHF received a report from the EHF delegate of the Match whereby the behaviour of the general manager of the Club, i.e. Sir Y... (the “General Manager”) was exposed. After the end of the game, the General Manager threw a “full bottle of water” into the substitution area. Then, he ran onto the playing court and shouted at the referees. The post-match procedure was thus disrupted.

4. On 11 February 2020, the EHF filed a claim with the Court of Handball requesting the opening of disciplinary proceedings according to Articles 27.2 and 28.6 of the EHF Legal Regulations against the Coach and the General Manager for their inappropriate and unsportsmanlike behaviours during the Match. The EHF referees’ statement, the EHF delegate’s report, the Match report, the Club’s registration form, the Code of Conduct, a statement of fact from the EHF as well as an internet link to a video of the Match were provided along with the EHF claim.

5. On 12 February 2020, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Coach and the General Manager on the basis of the claim filed by the EHF. The Coach, the General Manager and the Club were invited to send a statement to the Court of Handball.

6. On the same day, the composition of the Court of Handball panel nominated to decide the case was communicated to the parties (the “Panel”).

7. On 13 May 2020, the Club sent a statement whereby it is explained in substance as follows. The “*alleged inappropriate conversation with the referees is a direct consequence of, at least tendentious refereeing throughout match*”. The eventual win of the Match could have given the Club a chance to reach the Last 16 of the Competition. Therefore, the refereeing process has received increased audience and players’ interest and attention. The loss of the game, due to “unequal refereeing criteria”, could probably lead to the loss of the club’s sponsors’ bonuses for not having participated in the Last 16 of the Competition. In the light of the above, the Club requested an expert opinion on this arbitration case. The Club explains that depending on the results of the expertise and future steps towards the pair of referees, it will make a decision on whether to refer the case to a relevant court.

## II. Decisional Grounds

### *General Remark*

1. Decisions whether the behaviour of club members should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the Court of Handball's sole discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

### *Regarding the Assessment of the Behaviours*

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

3. Paragraph 2 of the Code of Conduct agreement states:

*"Club shall display courtesy and respect towards the opposing team, the EHF and its officials as well as EHF Partners and other EHF related organisations and persons."*

4. Article 2, Chapter I "Introduction" of the Competition's Regulations states as follows:

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

5. Article B.3 of the EHF List of Penalties states:

*"Improper, menacing, intimidating conduct towards Officials or opponents before, during or after a competition and/or an EHF activity [...]: Suspension/Exclusion up to 1 year/Fine up to €15.000"*

6. It follows therefrom that the Coach, as official of the Club, and the General Manager as Club's representative, had the obligation to enforce the principles of fair play and sportsmanship towards the EHF officials of the Match, notably by adopting and displaying courteous and respectful behaviour towards them.

7. The Panel has carefully examined and evaluated the EHF claim, the EHF referees' statement, the delegate's report, the match report, the Club's statement as well as the video available via the internet link and notes that the Coach and the General Manager adopted both an improper behaviour towards the EHF referees by approaching the EHF referees after the final whistle and shouting at them.

8. The Panel underlines that such behaviour is detrimental to the proper running of an official EHF competition match, goes against the spirit of fair play and may ultimately damage the image of our sport. The Coach and the General Manager, as a club representative, have the obligation to adopt and display a sportsmanlike attitude towards EHF officials at any time before, during, and after the match. Subsequently, those improper conducts deserve further sanctions.

9. The Panel wishes to recall a fundamental principle according to which decisions made by EHF referees on the playing court are factual decisions and shall be final. Therefore, the Panel finds the Club's arguments irrelevant as they do not refer to the behaviour of its members but only to the refereeing process.

10. While defining the type and extent of the sanction, the Panel takes into account the fact that the Coach has already been punished for similar infringement and decided to consider the recurrence as aggravating circumstances.

11. In light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Articles 12.1, 12.2, 15.1, 16.1 a) of the EHF Legal Regulations and B.3 of the EHF List of Penalties, the EHF Court of Handball

decides to impose a fine of €2.000 (two thousand Euro) on the Coach and a fine of €1.500 (one thousand and five hundred Euro) on the General Manager.

12. For the sake of clarity, the Panel hereby recalls that the Court of Handball decision n°20501 dated 15 March 2018, by which was imposed three-match (3) suspension from participation in EHF club competitions on the Coach, one (1) of which was on deferred for a probationary period of two (2) years, for having initiating a body contact and insulting the referees, shall therefore enter into force immediately.

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

### III. Decisions

**The Coach shall pay a fine of €2.000 (two thousand Euro) for his improper behaviour towards EHF referees after the Match.**

**The General Manager shall pay a fine of €1.500 (one thousand and five hundred Euro) for his improper behaviour towards EHF referees after the Match.**

**The one-match (1) suspension from participation in EHF club competitions imposed on the Coach for a probationary period of two (2) years by the decision of the Court of Handball n°20501, dated 15 March 2018, rendered against the Coach, shall enter into force immediately.**

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

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20617 4 1CoH**  
**21 February 2020**

---

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)  
Ioannis Karanasos (Greece)  
Urmo Sitsi (Estonia)

---

*Non-Authorised Advertizing; Fine*

---

**I. Facts**

1. On 26 September 2018, the club X... (the "Club") hosted the VELUX EHF Champions League 2018/19 Group Phase Round 3 (hereinafter "Match 1").
2. On 10 November 2018, the Club hosted the VELUX EHF Champions League (the "Competition") 2018/19 Group Phase Round 7 (hereinafter "Match 2").
3. On 23 February 2019, the Club hosted the VELUX EHF Champions League 2018/19 Group Phase Round 13 (hereinafter "Match 3").
4. On 20 October 2019, the Club hosted the VELUX EHF Champions League 2019/20 Group Phase Round 5 (hereinafter "Match 4").
5. On 23 November 2019, the Club hosted the VELUX EHF Champions League 2019/20 Group Phase Round 9 (hereinafter "Match 5").
6. Following each home match, the EHF Marketing GmbH ("EHFM") sent feedbacks whereby the Club was invited to cover the beer dispensing system and the fridge on which an advertising of the respective beer provider was affixed in the VIP room.
7. On 9 December 2019, the EHF filed a claim with the Court of Handball requesting the

opening of disciplinary proceedings according to Article 28.5 of the EHF Legal Regulations against the Club for having repeatedly violated the obligation to ensure the VIP room(s) free from any advertisement. EHFM's statement of facts, reports of the marketing supervisors and EHFM's feedbacks were enclosed to the claim.

8. On 10 December 2019, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement in reply.

9. On 12 December 2019, the Club filed a statement that may be summarised as follows. The Club has been participating in the Competition for many years and has always tried to ensure a high level of organisation of the match it hosts. With regards to Match 5, the Club claims that the advertisements were covered, with some delay, but covered before the VIP was accessible to guests. As for Match 4, the Club states that the Supervisor's report contains a note attesting that the room was free from unauthorised advertisement. With regards to the earlier matches, i.e. Match 1, Match 2 and Match 3, the Club denies the presence of such advertisement and regrets not being able to produce any surveillance footage of the VIP room because of the excessive difference of time between the facts and the legal proceedings. However, video footage of the VIP room during the Match 5 are enclosed to the claim. The Club explains that a delay does not result in a breach of the Regulations because at the end it was done and even before the VIP room was open to the public. The Club therefore requests the disciplinary proceedings to be closed because no regulations have been violated. Finally, although it does not believe it has broken any rules, the Club promises to do its utmost to prevent a similar situation from occurring in the future and to try to cover advertising early enough.

10. On 16 December 2019, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

## II. Decisional grounds

1. According to the documents in hands, the following facts are confirmed and undisputed:

- Non-authorized advertising was affixed in the VIP room within the framework of several matches of the Competition.

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

3. The preamble of the Chapter VII “Marketing Rights and Duties”, of the VELUX EHF Champions League Season 2019/20 Regulations states as follows:

*“The EHF is the right holder of the advertising rights relating to the VELUX EHF Champions League and therefore exclusively entitled to assign such rights to third parties.*

*The EHF transfers the use of advertising rights for the 2019/20 season to EHF Marketing GmbH (EHFM) and entitles it to undertake the respective measures with regards to the usage of these rights.”*

4. Articles 1.1 and 1.3, Chapter VII of the aforementioned regulations state:

*“Beginning with the Qualification Tournaments, playing halls shall be free from any advertisement 24 hours before the respective VELUX EHF Champions League match. Exceptions are subject to written EHF approval. This includes the playing court and its surrounding area, the VIP room(s), the press conference room as well as the spectator areas.*

*Costs arising due to a delay in the availability of the playing hall have to be covered by the home club.”*

*“Beginning with the Qualification Tournament the VIP room shall be free from any advertisement, which is not in compliance with the present regulations or not expressly agreed upon by the EHF (see chapter VI, point 2.8). This includes also large branding of any other objects.”*

5. It follows therefrom that the Club had the obligation to provide a playing hall, and in particular in the present case a VIP zone, free from any advertisement. The Panel also notes that no exception was granted by EHFM. By not ensuring the covering of the beer dispenser system and the fridge installed in the VIP room on which an advertisement of the beer provider was affixed, the Club violated its obligation and is therefore subject to sanctions in compliance with Article 6.1 of the EHF Legal Regulations.

6. In accordance with Article 12.1 of the EHF Legal Regulations, the Panel shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as mitigating circumstances within the frame provided in Article 14 and, when relevant, the List of Penalties.

7. In this perspective, the Panel hereby finds Article D.1. a) of the EHF List of Penalties relevant as it relates to offences in connection with advertisement set-up and use in the playing hall and whereby a fine from €500 (five hundred Euro) to €50.000 (five thousand Euro) may be imposed.

8. Guaranteeing a playing hall free of any advertisement, including the VIP room, is an essential obligation to ensure both a clean appearance of the overall setup and the full compliance with the right holder advertising rights, i.e. EHFM.

9. Furthermore, the Club did not only infringe this obligation once, it repeatedly did so despite having been informed and invited by

EHFM to find a solution. The foregoing is regarded as an aggravating circumstance.

10. With regards to the Club's statement that it no longer has evidences of the first fourth (4) matches because the proceedings are late, the Panel wishes to recall that according to Article 9 of the Legal proceedings, the prosecution and enforcement of all matters within the scope of material and personal application of the EHF Legal Regulations is subject to limitation period of two (2) years.

11. With regards to the Club's argument according to which delay does not constitute a violation of the Regulations, the Panel considers it irrelevant. Indeed, in accordance with the aforementioned regulations as well as the hall, the VIP Room must be free of advertisement twenty-four hours (24 hrs.) before the respective match of the Competition. The Panel therefore notes that the Club failed to meet its obligations at least for the Matches 1, 2 ,3 and 5.

12. However, the Panel acknowledges the video footage provided by the Club which clearly prove that as for the Match 5, the advertisements were covered when the VIP room was accessible to the public. The Panel also appreciates the Club's commitment to ensuring that the VIP room will be ready in time for the upcoming inspections and matches. These two elements are taken into account by the Panel as mitigating circumstances when determining the applicable sanction.

13. Moreover, the Panel decides to not take the Match 4 into account in the determination of the applicable sanction because, as the Club has proved, the Supervisor's report contains a note attesting that the room was free from unauthorised advertisement.

14. In view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 a) of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €500 (five hundred Euro).

### III. Decision

**The club X... shall pay a fine of €500 (five hundred Euro) for having failed to cover non- authorised advertisings.**



**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°20 20618 1 1 CoH**  
**28 February 2020**

---

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)  
Elena Borrás Alcaraz (Spain)  
Urmo Sitsi (Estonia)

---

*Scouting and Statistics; Fine.*

---

### **I. Facts**

1. On 9 January 2020, the EHF, based on Article 28.6 of the EHF Legal Regulations, requested the Court of Handball to open legal proceedings against the club X... (the “Club”), arguing that the Club failed to comply with all obligations relating to the scouting and statistics obligations arising out of the EHF Cup Regulations 2019/20 (the “Regulations”) despite having received several reminders. A statement of fact from the EHF Marketing GmbH (hereinafter “EHFM”), the reminders and the documents received as a basis package by the Club were enclosed to the claim.
2. On 29 January 2020, the Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement.
3. On 30 January 2020, the parties were informed on the composition of the Court of Handball panel (the “Panel”) nominated to decide the case.
4. The Club did not file any statement.

### **II. Decisional Grounds**

*General remark concerning the absence of statement from the Club*

1. The Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties’ rights to a fair trial as well as the principles of due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with any documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In this perspective, the Panel regrets that the Club did not file any statement within the course of the proceedings.

*Factual background*

2. After careful examination of all statements and documents provided by the parties, the occurrence of the following is confirmed and undisputed:
  - The Club did not implement any action in the field of scouting and statistics.
  - The Club received several reminders.

*Textual references and subsequent obligations of the Club*

3. According to Article 11 of the EHF Legal Regulations, sanctions may be imposed by the administrative/legal bodies in case of violation of an obligation expressly defined in the applicable Regulations and/or in the official EHF directives and communications (letters, emails, faxes...).
4. When entering the Women’s EHF Cup 2019/20 (the “Competition”), the Club signed the pledge of commitment according to which all conditions applicable to the Competition are accepted, which includes the applicable regulations and their subsequent implementation.

5. Article 1, Chapter IX of the Regulations, entitled “Scouting for statistics/live match ticker” states:

*“The EHF implemented official match statistics in the EHF Cup matches. The project is carried out in cooperation with the official EHF/EHFM match data partner “Sportradar” and participating clubs.*

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

*Besides, the club has to provide two working stations with good court visibility, power supply internet access for the use of the scouting application.*

*Deadlines:*

*Registration of scouts:*

*23.07.2019*

*Passing the training for clubs starting playing in round 1: 15.08.2019*

*Passing the training for clubs starting playing in round 2: 15.09.2019*

*Passing the training for clubs starting playing in round 3: 15.10.2019*

*The cost for the required software will be borne by the EHF/EHFM resp. EHF/EHFM partner, hardware and personnel have to be taken care of by the home club.*

*Further information will be provided. Not meeting the given deadlines will lead to penalties according to the applicable regulations at the time of the violation.”*

6. It follows therefrom that the Club did not comply with the aforementioned obligation and consequently infringed the applicable regulations.

*Applicable sanction and its extent*

7. According to Article 12 of the EHF Legal Regulation, the type and extent of the penalties and measures to be imposed shall be determined considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in Articles 13, 14, 15 and, when relevant, in the List of Penalties.

8. When defining the extent of the sanction, the Panel notes that the Club infringed the aforementioned article in its entirety, the only step taken was to look for people who never passed the test and for which no information was provided to the EHFM and/or the EHF. In addition, the Club received several reminders, at least three (3) including a warning by the EHFM. These reminders provided the Club with sufficient time to initiate the implementation of all obligations and get in contact with EHFM and/or the EHF.

9. Yet, the Club failed to fulfil its obligations and to provide any kind of information relating to the current situation. Hence, the Panel finds the Club’s attitude inappropriate and negligent. There is no reason to exonerate the Club from its responsibility or to mitigate the sanction to be applied.

10. Consequently, on the basis of the aforementioned elements, the Panel decides to impose on the Club a fine of €4.000 (four thousand Euro).

11. The Panel believes that the aim of the sanction is also to ensure that the Club abides by its obligations as soon as possible and at the latest by the date of its next match in the Competition. Such aim can be achieved in light of the deterrent effect inherent to the sanction imposed.

12. Hence, and according to Article 17 of the EHF Legal Regulations, a part of the fine, i.e. €2.000 (two thousand Euro) is imposed on a suspended basis under the condition that the Club implements its entire obligations within the framework of its next match.

13. For the sake of completeness, the Panel recalls that the part of the fine imposed on a suspended basis shall come automatically into effect should the Club commit a similar violation within the frame of its next match and is independent from the initiation of further disciplinary proceedings in case of recurrence.

### III. Decision

**The Club shall pay a fine of €4.000 (four thousand Euro) for having failed to comply with all obligations relating to scouting. Half of the fine is imposed on a suspended basis under the condition that the Club implements its entire within the framework of the Club's next match.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20611 1 1CoH**  
**3 March 2020**

---

In the case against

Club Y...

Panel

Kristian Johansen (Faroe Islands)

Urmo Sitsi (Estonia)

Libena Sramkova (Czech Republic)

---

*Withdrawal; Club Competition; Exclusion*

---

**I. Facts**

1. On 2 July 2019, the Handball Federation of X... (hereinafter also the “Federation”) returned the registration form relating to the 2019/2020 EHF Women’s Challenge Cup (hereinafter also the “Competition”) for the club Y... (hereinafter also the “Club”).

2. On 16 July 2019, the first drawn of the Competition took place. The Club was supposed to enter the Competition at a later stage i.e. L16 on February 2020.

3. On 23 October 2019, as the EHF requested the delegation list from the Club, the Federation sent a statement explaining that the Club had ended its national and European handball activities due to financial difficulties and therefore would not participate in the Competition.

4. On 24 October 2019, the EHF requested further information from the Club as regard to the Club’s withdrawal from the competition.

5. On 30 October 2019, the Federation sent an email stating the relevant measures taken by the Federation regarding the Club’s application process. The Federation apologises for the situation but affirms that the withdrawal is due to events beyond its control.

6. On 6 November 2019, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to Article 28.5 of the EHF Legal Regulations against the Club for having withdrawn from the Competition in violation of Article 2.7 of the 2019/20 EHF Challenge Cup Regulations (the “Regulations”). The Club’s registration form as well as the communication between the Federation and the EHF were enclosed to the claim.

7. On the same day, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court.

8. On 7 November 2019, the composition of the Court of Handball panel to decide the case was also communicated to the parties (the “Panel”).

9. On 14 November 2019, the Federation sent a statement reiterating its explanations given on 30 October 2019 to the EHF, recalling in particular that the Federation had not committed any fault or negligence in the present case.

10. The Club has not filed any statement.

**II. Decisional Grounds**

*General remark concerning the absence of statement from the Club*

1. The Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties’ rights to a fair trial as well as the principles of due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with any documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In this perspective, the Panel regrets that the Club did not file any statement within the course of the proceedings.

### *Applicable sanction and its extent*

2. Clubs withdrawing from EHF competitions especially after the first draw of such competitions cause serious organisational problems to the EHF and to the respective organisers. Moreover, late withdrawals may undermine a balanced competition and discredit EHF events/competitions. Indeed, integrity as well as sound and reliable business conduct is of crucial importance for the sustainability of a European club competition. For the sake of all participants and in order to ensure an effective and fair application of the applicable conditions, it is an elementary requirement that all participants ensure in advance that all the necessary conditions can be fulfilled. Any later disposition, especially withdrawals, has an impact on the integrity and the value of the competition on both an economic and a sports perspective for whole current and potential future stakeholders.

3. In order to guarantee a proper organisation of the EHF European Cup competitions to the benefit of all stakeholders, participating teams, organiser(s) and spectators, the EHF List of Penalties therefore provide several sanctions to be applied in case clubs withdraw.

4. Article C.2, Section C entitled “Withdrawal” of the EHF List of Penalties foresees the following consequences:

- A fine from €10.000 up to €25.000 after the first draw of the competition.
- The club shall be banned from entering any European Cup competitions for a minimum of one season up to the two subsequent seasons.
- The defaulting team liable for damages and payment of all costs arising thereof to its opponent as well as the EHF and in particular their contractual partners and shall carry all sanctions.

5. Those sanctions were known by the Club. Indeed, they had to expressly accept the conditions and regulations applicable to the Competition during the registration process, as

any other participating club. The Club signed the pledge of commitment whereby it is stated that by registering for participation, all entrants accept the conditions applicable for the competition, the EHF statutes and regulations governing the competition including the EHF Legal Regulations.

6. Hence, the non-participation of the Club to the Competition after having registered and after the first draw of the Competition is regarded as a forfeit in violation of the Challenge Cup Regulations and shall be sanctioned in accordance with the EHF List of Penalties.

7. Furthermore, the Panel notes that the Club did not inform the EHF of its withdrawal from the Competition, which was only revealed after the EHF requested the Club to send the delegation list. The Panel considers the Club’s attitude as disrespectful and negligent and therefore detrimental to the proper functioning of the Competition.

8. In the view of the foregoing, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article C.2 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €12.000 (twelve thousand Euro).

9. In addition, and in accordance with the aforementioned articles, the Panel decides to exclude the Club from participation in future international handball competitions and EHF activities for one (1) season. Consequently, the Club is not allowed to participate in any EHF club competition during the next season, i.e. 2020/21 season.

### **III. Decision**

**The Club shall pay a fine of €12.000 (twelve thousand Euros) for having withdrawn from participation in the EHF Women’s Challenge Cup 2019/2020.**

**The Club is excluded from participating in any EHF club competition, including qualification, for one (1) season.**

**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20603 2 1 CoH**  
**10 March 2020**

---

In the case against

Federation of X...

Panel

Kristian Johansen (Faroe Islands)

Elena Borrás Alcaraz (Spain)

Yvonne Leuthold (Switzerland)

---

*Transfer between Federation; International Transfer Certificate; Playing Permit; Fine.*

---

## I. Facts

1. On 11 October 2019, the EHF received the European Cup Delegation list (the “EC Delegation list”) from the Handball Federation of X... (hereinafter “X...” or the “Federation”) for the season 2019/20. The EHF transfer department noticed that a player Y... (the “Player”) from the club Z... (“the Club”) was on that list although he was still registered as playing in the country A... (“A...”).

2. On 21 October 2019, the EHF filed a claim with the Court of Handball requesting the opening of disciplinary proceedings according to Article 28.6 of the EHF Legal Regulations against X... for having failed to report completed transfer to the EHF and for illegally issuing a playing permit to the Player. The EHF underlined that X... should have requested the issuance of an International Transfer Certificate (“ITC”) to A... and that such obligation is central since it ensures the protection of the rights of players and federations and it guarantees the balance of our sport ecosystem.

3. On 22 October 2019, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against X... on the basis of the EHF Claim. X... was invited to send a statement to the Court of Handball.

4. On 24 October 2019, X... sent a statement that may be summarised as follows insofar as relevant enclosures for the present case; the letter sent to the EHF regarding the status of the internal investigation concerning transfers of handball players with foreign citizenship through county associations of X... and the response from the EHF.

- X... informed the Club and the Player and took the necessary measures to remedy the situation, i.e. suspended the right to play of the player until the issuance of an ITC and requested the ITC to A....

- X... acknowledges its mistakes, fully assumes its responsibilities and only asks the Panel for clemency and to take mitigating circumstances into account when defining the type and extend of penalties.

- As soon as it was aware of the situation, X... started an internal investigation in order to resolve the issue as the implementation of an electronic system on the players registered at a national level. X... fully cooperate with the EHF and reported the on-going investigation even before the opening of the present case. The EHF even replied that it appreciated the proactive approach of X.... The investigation will be expanded to national citizens and not only foreigners’ players.

- X... explains that its mistake was not made on purpose and that can be seen from the fact that the Player was registered on the list of players under contract in the country of X....

- In the light of all the above, X... requests the application of Article 17 of the EHF Legal Regulations to the present case and thus the suspension of the penalties.

5. On 25 October 2019, the composition of the panel (the “Panel”) nominated to decide the case was communicated to the parties.

6. On 7 January 2020, the parties have been informed of a modification in the composition of the Panel appointed to decide the case due to exceptional circumstances.

7. No further documents were filed.

## II. Decisional Grounds

### *Factual Background*

1. After careful examination of all statements and documents provided by the parties, the following facts are confirmed and undisputed:

- The Player became eligible to play in the country of the federation of X... while still being under an active membership in the country of A... although no ITC had been requested.

### *Infringement and Sanction*

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

3. Article 2 entitled “*International Transfer Certificate*”, §1.2 of the Regulations states as follows:

*“Any transfer between federations shall be valid upon issuance of a completed and legally signed official International Transfer Certificate that has been confirmed by:*

*- The IHF (in case of transfers between continents)*

*- The IHF and the Continental Confederation concerned (in case of transfers within a continent).”*

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

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

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

*“The right to request the necessary International Transfer Certificate shall be reserved for the National Federation one of whose clubs a player wishes to join. [...]”*

6. According to Article E.3 of the EHF Legal Regulations:

*“Failure to report completed transfers to the EHF (penalty imposed on receiving federation): Fine up to €750*

*First recurrence of infringement: Fine up to €2.500*

*Any further recurrences: a fine up to €7.500”.*

7. According to Article E.4 of the EHF Legal Regulations:

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

8. It follows therefrom that it was the obligation of X... to request the ITC in order for the Player to be eligible to play. By not doing so, the Player played in the country of X... without eligibility to play.

9. Regarding with the Federation’s arguments, the Panel notes that X... has now requested the ITC to A.... The Player is now eligible to play in the country of X... championship. The Panel acknowledges the positive actions taken by the Federation and decides that it will be regarded as mitigating circumstances.

10. With regards to the Federation’s argument that an internal investigation was undertaken by X... following similar infringements, the Panel appreciates the approach taken but finds the argument irrelevant in this case. In fact, the Panel notes that the internal investigation concerns foreign players, not playing at a national level and under the responsibility of the regional associations of the country of X.... In the present case, the Player is a professional player, under contract,

playing at a national level, and therefore the Federation should have been aware of his situation.

11. According to Article 12 of the EHF Legal Regulations, the type and extend of the penalties and measures to be imposed shall be determined considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in Article 13, 14, 15 and, when relevant, in the List of Penalties.

12. In this respect, the Panel underlines that the Federation has been already sanctioned by the Court of Handball by a decision n°20597 dated 14 October 2019, for an offence relating to transfers between federations. When defining the type and extent of the sanction, the Panel recalls that recurrence is regarded as an aggravating circumstance.

13. In the light of the foregoing and in accordance with Article 14 of the EHF Legal Regulations as well as Article E.4 of the EHF List of Penalties, the Panel decides to impose a fine of €1.500 (one thousand five hundred Euro) on the Federation.

### III. Decision

**The Handball Federation of X... shall pay a fine of €1.500 (one thousand five hundred Euro) for illegally issuing a playing permit.**



**EHF COURT OF HANDBALL**  
**Decision**  
**Case n°19 20613 1 1CoH**  
**21 April 2020**

---

In the case against

Federation X...

Panel

Kristian Johansen (Faroe Islands)  
Viktor Konopliastyi (Ukraine)  
Yvonne Leuthold (Switzerland)

---

*Withdrawal; Wheelchair Competition; Fine.*

---

**I. Facts**

1. On 28 October 2019, the Handball Federation of X... (hereinafter the “Federation”) returned the registration form for the national team relating to the 2019 European Wheelchair Handball Nations’ Tournament (hereinafter also the “Competition”).

2. On the same day, this registration was confirmed by the EHF.

3. On 20 November 2019, the Federation sent an email to inform the EHF that the national team was withdrawing from the Competition. The Federation apologises for the situation but affirms that the withdrawal is due to events beyond its control.

4. On 22 November 2019, in a second statement, the Federation explained that the reason for this withdrawal was the last-minute unavailability of three players during the Competition. According to the Federation, one of the women players (“Player 1”) could not attend for medical reasons and therefore the team could not meet the mandatory number of female players. The Federation produced a medical report attesting that Player 1 was unable to play because she was involved in a car accident on 13 November 2019. Additionally, the Federation affirms that two

players (“Players 2” and “Player 3”) were not be able to play for professional reasons and produced documents from Player 2 and Player 3, attesting that fact.

5. On 26 November 2019, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to Article 28.6 of the EHF Legal Regulations against the Federation for having withdrawn from the Competition in violation of Article 4.2 of the 2019 European Wheelchair Handball Nations’ Tournament Regulations (the “Regulations”). The Federation’s registration form as well as the communications between the Federation and the EHF were enclosed to the claim.

6. On 29 November 2019, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court of Handball.

7. On 3 December 2019, the composition of the Court of Handball panel to decide the case (the “Panel”) was also communicated to the parties.

8. On the same day, the Federation filed a statement that may be summarised as follows.

- The Federation reiterates the previous facts and arguments and insists that it took all the necessary steps to ensure the participation of its team in its first official tournament and that it only prevented from doing so by events beyond its control.

- The Federation points out that players are amateurs, do not get any retribution for their participation in the Competition and therefore could risk their only source of income in case they miss work shifts or ask for permissions.

- The Federation withdrew from participating in the Competition as soon as possible, and before the celebration of the draw took place, to avoid harming the image and organisation of the Competition.

- The Federation highlights that wheelchair handball competitions are still developing from an international point of view, which is reflected in the low number of participants required (five) to organise the competition, a minimum still reached event after the withdrawal of the Federation.
- The Federation, with all due respect for the Court of Handball, stresses that an important fine imposed on it could have a discouraging effect on the players and the promotion of their sport.
- The Federation points out that the Catalogue of sanctions does not foresee a sanction on these events specifically, as it is the facts for beach handball competitions and that such sanctions could have a detrimental effect of the image of this new handball event, i.e. wheelchair competitions.
- The Federation renews its apologies and ensures its motivation to participate to the development of wheelchair handball.

## II. Decisional Grounds

1. The Panel has thoroughly reviewed and analysed the documents sent by the parties and summarised in the above statement of facts. In light of such element, the Panel notes that the following facts are confirmed and undisputed:

- The Federation withdrew to participate in the Competition few days before the draw, after having duly registered.

2. In registering into the Competition, the National Federations agree to respect and apply the regulations governing this competition in all aspects. The compliance with all applicable rules is the minimum condition to offer fair and professional competitions at European level.

3. Article 4.3 of the 2019 European Wheelchair Handball Nations' Tournament Regulations (the "Regulations") reads as follows:

*All cases regarding misconduct of teams as late arrival to the venue or failure to play or any of the cases mentioned below will be handled following the respective points of the EHF List of Penalties.*

*Team withdrawing from the European Wheelchair Handball Nations' Tournament or failing to play a European Wheelchair Handball Nation's Tournament match is immediately excluded from the Competition.*

*The Member Federation must moreover be sanctioned (e.g. fine and suspension) in accordance with the EHF List of Penalties.*

4. Section C entitled "Withdrawal" of the EHF List of Penalties foresees the following consequences:

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

5. Article C.3 of the EHF List of Penalties states as follows:

*Up to 3 weeks before the draw of the qualifications: Fine from €5.000 up to €10.000  
At any later date: Fine from €15.000 to €25.000 / Suspension/Exclusion from entering EHF National Team Competition for up to 2 competitions (in the same category – including qualification).*

6. Hence, by withdrawing from the Competition after having duly registered and only six (6) days before the draw of the Competition, the Federation infringed the aforementioned obligation.

7. The Federation argues that the EHF List of Penalties does not foresee a sanction for the Competition as it is specified for beach handball competitions and that the Federation

shall therefore not be punished according to the aforementioned regulations. The Panel disagrees and would like to point out that unlike beach handball, which is played on a different playing surface, i.e. outdoor handball, with different rules, wheelchair handball is similar to indoor handball with rules simply adapted to the physical situation of the players participating in the Competition. The Panel therefore finds the Federation's argument to be irrelevant and concludes that the EHF List of Penalties is applicable to the present case.

8. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball panel shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the framework provided for in Article C.3 of the EHF List of Penalties.

9. The Panel would first to recall that federations withdrawing from EHF competitions especially a short time before the draw of competitions cause serious organisational problems to the EHF and to the respective organisers. Furthermore, late withdrawals may undermine a balanced competition and discredit the EHF efforts to promote and create events and competitions of wheelchair handball. Any later disposition has an impact on the integrity and the value of the competition on sports perspective for whole current and potential future stakeholders.

10. Second, the Panel notes that the Federation withdrew less than three (3) weeks prior to the draw of the Competition, the applicable fine therefore ranges from €15.000 (fifteen thousand Euro) to €25.000 (twenty-five thousand Euro). The Panel believes that the lowest fine foreseen is adequate and proportionate to the circumstances of the case.

11. The Panel acknowledges the Federation's argument that the Federation took prompt steps to react to the unforeseen unavailability of several players, although the Panel believes that, for the sake of all participants and in order

to ensure an effective and fair application of the applicable conditions, it is an elementary requirement that all participants ensure in advance that all the necessary conditions can be fulfilled. Moreover, the Panel agrees with the Federation's argument that wheelchair handball is a specific situation as it is a developing handball discipline at an international level with amateur players and that it must therefore be approached in a particular way. The Panel appreciates the Federation's apology and its commitment to promote the discipline. The Court of Handball panel hereby underlines that although the Federation's arguments do not trigger any exoneration of the latter's strict liability regarding withdrawal, they are taken into account as circumstances mitigating the applicable sanction.

12. In accordance with Article 17 of the EHF Legal Regulations, the Court of Handball panel may suspend penalties may be suspended for a probationary period to be specified, provided that the aim to be achieved by the decision can also be achieved in this way.

13. The Panel believes that the aim of the sanction is also to ensure that the Federation lives up to its commitments and to promote wheelchair handball competitions at an international level. Such aim can be achieved in light of the deterrent effect inherent to the sanction imposed.

14. Hence, in the view of the foregoing, according to Articles 6.1, 12.1, 14.1 and 17 of the EHF Legal Regulations, Article 4.3 of the 2019 European Wheelchair Handball Nations' Tournament Regulations, as well as Article C.3 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Federation a fine of €15.000 (fifteen thousand Euro). Three-quarters of the fine, €11.250 (eleven thousand two hundred fifty Euro), is imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.

15. For the sake of completeness, the Panel recalls that the part of the fine imposed on a suspended basis shall come automatically into effect should the Federation commit a similar violation within the frame of the probationary period and is independent from the initiation of further disciplinary proceedings in case of recurrence.

### III. Decision

**The Handball Federation of X... shall pay a fine of €15.000 (fifteen thousand Euro) for having withdrawn from participation in the 2019 European Wheelchair Handball Nations' Tournament. A part of the fine, €11.250 (eleven thousand two hundred fifty Euro), is imposed on a suspended basis with a probation period of two (2) years as of the date of the present decision.**

**EHF COURT OF APPEAL**  
**Decision**  
**Case n°19 20546 3 2CoA**  
**10 July 2019**

---

In the appeal filed by

Player A...  
Player B...  
Player C...  
Official A...  
Official B...  
Club X...

Panel

Jens Bertel Rasmussen (Denmark)  
Robert Czaplicki (Poland)  
Janka Stasova (Slovakia)

---

*Players' and Officials' Improper and  
Threatening Conduct; Teams  
Unsportsmanlike Conduct; Good Order and  
Security; Safety and Security; Fine*

---

## **I. Facts**

1. The facts of the case may be summarised as follows:

2. The Second Leg match of the 2018/19 VELUX EHF Champions League (the "Competition") Quarter Finals between the club X... (the "Club" or the "Appellant") and the club Y... took place on 5 May 2019 (the "Match"). Disciplinary proceedings were opened based on a claim from the EHF whereby it is argued that (i) player A... ("Player 1"), player B... ("Player 2") and Player C... ("Player 3") as well as official A... ("Official 1") and official B... ("Official 2"), of the Club, by initiating and taking part in a brawl, adopted inappropriate and unsportsmanlike conducts being contrary to the fundamental principle of fair-play and detrimental to the image of handball and (ii) the Club failed to ensure good order and security at all time since a player who had been directly disqualified earlier during the

Match was able to enter the playing court during the brawl.

3. A decision was rendered by the Court of Handball on 24 May 2019 according to which:

*"Due to their unsportsmanlike conducts during the Match, a fine of €3.000 (three thousand Euro) is imposed on Player A..., and fines of €2.000 (two thousand Euro) are imposed on Player B..., Player C..., Official A... and Official B...."*

*Due to the unsportsmanlike conduct of their players and officials during the Match, a fine of €4.000 (four thousand Euro) is imposed on the club X...*

*Due to the failure to ensure good order and security throughout the Match, a fine of €1.000 (one thousand Euro) is imposed on the club X...."*

4. The Club lodged an appeal against the aforementioned decision on 30 May 2019 for which proceedings were officially opened on 5 June 2019. The letter also included a deadline to provide further information if wished and the entire file of first instance was enclosed. A separate letter with regards to the composition of the Court of Appeal panel nominated for the case (the "Panel") was sent on 11 June 2019.

5. No additional document was communicated by any of the parties.

## **II. Admissibility**

1. The statement of appeal as well as the appeal fee have been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of all appeals filed. It is undisputed by the parties.

## **III. Position of the Club**

1. The following is a summary of the Club's submissions.

2. The altercation began because of the “unnecessary” foul of the opponent n°X and the situation escalated because of his teammate n°XX who provoked the Player 1.

3. The Club’s officials and players were not the only ones to be involved in the brawl and they did not escalate it further. Furthermore, the fact that it is a Club’s timeout that enabled to end the situation shall be regarded as a mitigating circumstance.

4. The Club is based on the values of fair play and sportsmanlike, which is displayed by the absence of disciplinary proceedings within the past seasons, the same holds true with regards to the spectators’ behaviour. This element shall also be regarded as a mitigating circumstance.

5. Finally, the Club underlined that before the Match, a “live picture included colours of the club Y..., as a tribute to their club, which was repaid with events and provocation like this”.

#### IV. Decisional Grounds

##### A. Assessment of the Factual Situation

1. After having thoroughly examined and reviewed all documents provided within the course of the case, the Panel finds that the following facts, as already established by the Court of Handball, are confirmed and undisputed:

- A brawl of a limited physical intensity involving most players and officials of both teams took place following a foul committed by a player of the club Y....
- The brawl caused a match interruption of approximately three (3) minutes and thirty (30) seconds.
- An excluded player from the home team left the stands and tried to enter the playing court.
- An official of the Club was directly disqualified during the brawl. While leaving the playing court, he threw his accreditation in the stands.

##### B. Legal Bases and Subsequent Club’s Obligations and Responsibility

###### *Pledge of Commitment*

2. The Club duly registered for the Competition, the registration form was signed on 23 May 2018. According to the pledge of commitment contained in the registration form:

*“By registering for participation, all entrants in the 2018/19 EHF European Club Competitions accept the conditions applicable to the competition, the EHF statutes and regulations governing the competition including (without limitation) the EHF Legal Regulations, the EHF List of Penalties, the EHF Code of Conduct agreement, the EHF Data Privacy Statement and the arbitration agreement concerning the final settlement of disputes by the EHF Court of Arbitration. The signatories ensure that the related obligations together with the arbitration agreement are forwarded to their members/associates and that their members/associates forward this obligation in turn to their members/associates.*

*This acceptance is confirmed by the club with below mentioned signature (signature to be affixed by a person having authority to commit the club).”*

###### *Fair-Play and Sportsmanship*

3. Article 2, Introduction of the 2018/19 VELUX EHF Champions League Regulations Introduction states:

*“The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties.*

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*

- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results.*”

4. According to the EHF Code of Conduct agreement:

*“Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The goal of the competition is to give one’s best effort while displaying honesty, integrity, and sportsmanship.”*

5. Article 2.2 of the EHF Legal Regulations states as follows:

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

6. It follows therefrom that the Club’s players and officials had the clear obligation to adopt a fair and sportsmanship behaviour.

7. The Panel hereby firmly disagrees with the Club’s argument with regards to the starting point of the altercation and agrees with the analysis made by the Court of Handball. While it is true that the opponent n°13 committed a foul for which he later received a red card, this foul is regarded as a normal one having taken place within the course of a defensive action and was sanctioned accordingly and adequately by the EHF referees. The opponent was calmly leaving the playing court when Player 1 and Player 2 walked aggressively towards him to physically and verbally provoke him. Hence, the Club’s opinion is supported by no material element and merely consists in an attempt to shift the responsibility of the altercation.

8. The Panel notes that the Club does challenge neither the content nor the nature of the behaviours adopted by its players and officials. Consequently, the Panel hereby recalls and confirms the description made by the body of first instance:

- Player 1 is the main initiator of the brawl by running after the opponent n°X... to verbally and physically assault him, i.e. push in the back with both arms.
- Player 2 is the co-initiator of the brawl. He ran after the opponent n°X... and was prevented from pushing the latter only because he was repeatedly held back by one of his teammates.
- Player 3 was directly disqualified earlier during the Match and entered the playing court during the brawl.
- Official 1 insulted and shouted at the EHF officials, for which he was directly disqualified, and threw his accreditation in the direction of the stands while walking out of the playing court.
- Official 2 insulted one of the EHF delegates in his mother tongue, i.e. “Picku matter” that can be translated by “fuck your mother’s pussy”.
- Most of the team, including players and officials, entered the playing court to get involved in the brawl.

9. Hence, the Panel agrees with the findings of the Court of Handball and finds all the aforementioned behaviours as contravening the principles of fair-play and sportsmanship. Such attitudes are regarded as unsportsmanlike and likely to be detrimental to and damage the image of handball. The intensity of the brawl, as well as the further arguments of the Club are relevant insofar as reviewing and defining the extent of the sanctions imposed which will be assessed later in the present decision.

10. Consequently, the Panel agrees with the findings of the Court of Handball. Fair-play and sportsmanship, which are core values of our sport, were violated and the Club as well as the players and officials shall be sanctioned accordingly.

### **Safety and Security Measures**

11. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

*“All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff.”*

12. Article 6, Chapter IV of the 2018/19 VELUX EHF Champions League Regulations states as follows:

*“The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply.”*

13. IHF Rule of the Game 16:8 states as follows in its first paragraph:

*“A disqualification of a player or team official is always for the entire remainder of the playing time. The player or official must leave the court and the substitution area immediately. After leaving, the player or official is not allowed to have any form of contact with the team.”*

14. The official interpretation of the aforementioned Rule of the Game states as follows in its first paragraph:

*“Disqualified players and officials must leave the court and the substitution area immediately and must not have any contact with their team afterwards.”*

15. The Panel agrees with the Court of Handball’s findings. A disqualified player shall not be able to leave his/her dedicated seat in the stands. Player 3 had the status of a spectator and security measures shall therefore have been implemented to prevent him from entering the playing court.

16. The Club is found solely responsible for the security shortcomings having enabled a disqualified player to leave the stands and access the surrounding area of the playing court.

### **C. Proportionality of the Sanctions**

#### **Legal Bases**

17. Article 2.2 of the EHF Legal Regulations states as follows:

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

18. According to Article 6.1 of the EHF Legal Regulations:

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

19. According to Article 12.1 of the EHF Legal Regulations:

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

20. According to Article 14.1 of the EHF Legal Regulations:

*“The EHF administrative/legal bodies may impose the following penalties/measures on member federations/associated federations and clubs:*



- warning;
- administrative/organisational measures;
- fines (including administrative fines);
- deduction of some or all points scored in the competitions concerned; forfeiture;
- suspension from participation in international handball competitions and/or EHF activities for a number of matches or a specific period of time;
- exclusion from participation in future international handball competitions and/or EHF activities for a number of matches or a specific period of time;
- cancellation of matches;
- annulment/correction of the match result;
- match replay;
- ban on the venue;
- ban on spectators;
- withdrawal of a title or award;
- supervision of matches.“

21. Articles 15.1, 15.2 and 15.3 of the EHF Legal Regulations state as follows:

*“The EHF administrative/legal bodies may impose the following penalties on individuals:*

- warning;
- suspension from participation in international handball competitions and/or EHF activities for a number of matches or a specific period of time;
- temporary or permanent suspension from carrying out a function within the EHF;
- fines (including administrative fines);
- exclusion from participation in future international handball competitions and/or EHF activities for a number of matches or a specific period of time;
- withdrawal of a title or award

*A fine shall not be less than 100€ and shall not be more than 100.000€.*

*The penalties named above may be imposed individually or cumulatively.”*

22. Article B.2 of the EHF List of Penalties, relating to unsportsmanlike conduct before, during or after a competition states:

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

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

23. Article B.3 of the EHF List of Penalties states that an improper, menacing, intimidating conduct towards Officials or opponents before, during or after a competition may be sanctioned as follows:

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

24. Article B.4 of the EHF List of Penalties relating to the failure to maintain discipline on the playing court and the inadequate protection of referees, officials or the visiting team states:

*“B.4 Failure to maintain discipline on the playing court / Inadequate protection of referees, officials or the visiting team*

*Fine: up to €15.000 / Ban on venue may be imposed*

*The sanctions defined in the catalogue of penalties of the EHF Rules on Safety and Security Procedure shall be an integral part of these Regulations and may be applied cumulatively.”*

25. Article 7 of the EHF Rules on Safety and Security Catalogue of Penalties states:

*“Invasion of the playing court by an unauthorized person shall be punishable by a fine not exceeding €7.500.”*

### **Assessment**

26. As a preliminary point, and in connection with the Club’s argument according to which the opposing team of the club Y... shall also be sanctioned, the Panel hereby draws the attention of the Appellant to the decision rendered by the Court of Handball on 24 May

2019 in the case n°20589 against the club Y... whereby a fine of €8.000 was imposed due to the unsportsmanlike conduct of their players and officials. A summary of the decision is available on the website of the EHF. Consequently, this argument is not only irrelevant since it is not such as to exonerate the Club's responsibility, it is also inaccurate.

27. With regards to the sanctions imposed. The Panel notes that the fines decided by the Court of Handball are of different extents, which clearly demonstrates that the body of first instance has taken into account the circumstances and particularities of each behaviour and thus violations to define precise and adapted amounts.

28. With regards to the unsportsmanlike behaviour of the players and officials. It has already been established that such attitudes contradict core values of our sport and shall therefore be dealt with seriously in order to be prevented.

29. This being said, and as underlined by the Court of Handball, the following mitigating circumstances shall be taken into account. First, the fact that the Club tried to end the brawl, i.e. by requesting a team timeout. Second, the fact that although the altercation looked visually impressive, it remained of a limited physical intensity. Third, the Panel agrees with the Club with regards to their clean disciplinary record in the Competition as well as the tense atmosphere in the playing hall and the provocative attitude of the opponents, for which their club was actually sanctioned, and the Panel consequently regard it as a relevant mitigating circumstance.

30. Contrary to the Club's arguments, two of these circumstances have already and rightly been assessed by the Court of Handball. While it is true that the absence of previous disciplinary record from the Club as well as the tense atmosphere and provocative behaviours of the opponents, could have been mentioned by the Court of Handball, the Panel hereby does not find it significant enough such as to modify the extent of the sanctions imposed

under the first instance decision since it is the Panel's opinion that the sanctions remain of a limited extent.

31. Consequently, while balancing both elements, the Panel finds that all fines imposed are proportionate and reflect the need to ensure that the sanctions have a deterrent effect while, at the same time, taking into account the limited degree of violence. In addition, in light the range of sanctions defined in Articles B.2 and B.3 of the EHF List of Penalties, as well as in Article 7 of the of the EHF Rules on Safety and Security Catalogue of Penalties, the Court of Handball's fines remain of limited extents.

32. Based on the above grounds, the Panel is therefore of the clear opinion that all seven (7) fines imposed by the Court of Handball remain proportionate and adequate. It is even the Panel's opinion, based on the nature of the behaviours adopted; that the fines imposed on the players and officials could have been higher. There is consequently, and in spite of the additional mitigating abovementioned circumstances, no ground to reduce and/or suspend any of the sanctions.

## V. Decision

**The appeal of the club X... is fully rejected and the decision of Court of Handball is thus upheld.**

**Player A shall pay a fine of €3.000 (three thousand Euro) for his unsportsmanlike conduct.**

**Player B, Player C, Official A and Official B shall each pay a fine of €2.000 (two thousand Euro) for their unsportsmanlike behaviours.**

**The Club shall pay a fine of €4.000 (four thousand Euro) for the unsportsmanlike conduct of their players and officials during the Match and a fine of €1.000 (one thousand Euro) for having failed to ensure good order and security throughout the Match.**

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

**COURT OF APPEAL**  
**Decision**  
**Case n°19 20579 2 2 CoA**  
**12 August 2019**

---

In the appeal filed by

Club X...

Panel

Markus Plazer (Austria)  
Roland Schneider (Switzerland)  
Janka Stasova (Slovakia)

---

*Release of National Team Players; Fine;  
Appeal partially granted.*

---

## **I. Facts**

1. The facts of the case may be summarised as follows:

2. The club X... (the “Club”) was requested by the Handball Federation of Y... (the “Federation”) to release two players, i.e. Player A... and Player B... (the “Players”) to take part in the Women’s World Championship Qualification. The Federation formulated two distinct requests:

- The first request (“Request 1”) was sent by the Federation on 4 September 2018 to release the Players for the period from 23 September to 31 September 2018.
- The second request (“Request 2”) was sent by the Federation on 19 October 2018 to release the Players for the period from 19 November to 4 December 2018.

3. The Club did not reply to Request 1.

4. The Club replied to Request 2 on 18 November 2018, explaining that the Players could not be released due to on-going administrative procedures to obtain a work permit in the Club’s country during which they were not allowed to leave the country. The Federation sent a reminder on 19 November 2018, referring to the IHF Player Eligibility Code Articles 7.4.2 and 7.4.4.

5. The Club sent a non-translated documentation in the national language of the Federation on 4 January 2019.

6. The Federation’s legal representative sent a letter to the EHF on 8 February 2019, to invite the latter to find a solution.

7. Disciplinary proceedings were opened on 21 February 2019 and a decision was rendered by the Court of Handball on 24 May 2019 according to which:

*“The club X... shall pay a fine of €4.500 (four thousand five hundred Euro) for having failed to release two national team players of Y... to their national team.”*

8. The Club lodged an appeal against the aforementioned decision on 5 July 2019 for which proceedings were officially opened on 8 July 2019. The letter also included a deadline to provide further information if wished and the entire file of first instance was enclosed. A separate letter with regards to the composition of the Court of Appeal panel nominated for the case (the “Panel”) was sent on 10 July 2019.

9. No additional document was communicated by any of the parties.

## **II. Admissibility**

1. The statement of appeal as well as the appeal fee have been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of all appeals filed. It is undisputed by the parties.

## **III. Position of the Club**

1. The following is a summary of the Club’s submissions.

2. The Court of Handball erroneously concluded that the Club’s negligent and inactive attitude displayed through the absence of reply to Request 1 constituted an infringement of Article 7.1.3.4 of the IHF Player Eligibility Code while no provision of the

forementioned regulations define it as an obligation, especially in light of the delayed formulation of Request 1 by the Federation.

3. The Court of Handball failed to recognise that, due to an on-going procedure to obtain a working permit, had the Players left the country, they would not have been allowed to come back for another 180 days and thus to play for the Club.

4. The Club consequently requests the annulment of the decision of first instance or, alternatively, a reduction of the fine imposed to an amount not superior to €1.000 (one thousand Euro).

#### IV. Decisional Grounds

##### **A. Assessment of the Factual Situation**

1. After having thoroughly examined and reviewed all documents provided within the course of the case, the Panel finds that the following facts, as already established by the Court of Handball, are confirmed and undisputed:

- Request 1 was sent too late to the Club, i.e. twenty-four (24) days before the beginning of the respective National Team's activities.
- The Club did not send any reply.
- Request 2 was sent in time, i.e. thirty-one (31) days before the beginning of the Federation National Team's activities. The Club sent a reply to the Federation on 18 November 2018, i.e. only one (1) day before the day for which the latter had requested the Players.

##### **B. Legal Bases and Subsequent Federation's and Club's Obligations and Responsibility**

2. According to Article 7.1.3.4 of the IHF Player Eligibility Code:

*"The dates of release in accordance with 7.1.3 shall be communicated in writing to the clubs concerned and to the National Federations concerned not later than 30 days prior to the*

*beginning of the national team's activity.[...]. A copy of such an invitation to a national team activity shall also be sent to the IHF and the Continental Confederation concerned."*

3. Article 7.1.2 of the IHF Player Eligibility Code states:

*"A club having a foreign player under contract shall release such player to his National Federation if he is called up to take part in activities of that federation's national team."*

4. Article 7.4.4 of the IHF Player Eligibility Code states:

*"A club which, in violation of these Regulations, fails to release a player who is able to play and who is called up by his National Federation, or prevents such a release, shall be penalised in accordance with the IHF Regulations concerning Penalties and Fines and the disciplinary regulations of the Continental Confederation concerned."*

5. Hence, the Panel agrees with the findings of the Court of Handball according to which a request must be filed thirty (30) days before the beginning of a given National Team activity in order to be valid. It follows therefrom that Request 1, which was filed twenty-four (24) days before the beginning of the National Team activity is therefore not valid.

6. In this perspective, the Panel disagrees with the Club since the decision of first instance clearly mentions that the period of thirty (30) days "is very a crucial condition and thereby, if not met, is such as to release the Club from its obligation to release the Players. Indeed, this period of thirty days is essential to ensure a proper cooperation between the various organisations and persons involved to organise all necessary formalities inherent to the release of international players."

7. With regards to Request 2, the period of thirty (30) days was duly met, the request is thus valid. The Club argues that the Players could not leave the national territory during the on-going work permit application without

taking the risk to have to spend an additional 180 days without being allowed to enter the country again and thus to play with the Club. The Panel understands the risk that it may have represented. Nevertheless, the Panel fully agrees with the opinion of the Court of Handball. When taking the decision to hire foreign players, clubs accept the inherent risks connected to administrative burdens and subsequent delays.

8. Such process can consequently not be ignored and could have been predicted by the Club at the time when they decided to hire the Players. No excuse is thus such as to exonerate the Club from its obligation to release the Players for Period 2.

### **C. Proportionality of the Sanctions**

#### ***Legal Bases***

9. Article B.5 of the List of Penalties states that fundamental violations of EHF Statutes and Regulations may be sanctioned as follows:

*“Fine from €150 up to €30.000”*

#### ***Assessment***

10. While assessing the proportionality of the sanction, the Panel wishes to begin with the nature and the seriousness of the violation at stake. The Panel fully agrees with the Court of Handball’s assessment made with regards to the seriousness of the violation and recalls that the obligation to release national team players constitutes the cornerstone of international competitions.

11. In addition, the Panel underlines that club competitions and national team competitions shall not be regarded as competing with one another. Our sport ecosystem and its sustainability, both on a sporting and economic level, depend on the virtuous circle achieved through the complementary character of both type of competitions. Valorising one at the expense of the other will endanger the entire balance of this virtuous circle.

12. Hence, the Panel fully supports the following statement of the Court of Handball according to which the obligation to release players to National Team activities is “a sine qua non of the existence of national team competitions; it also aims to ensure the harmony of international competitions and the constant professionalisation of our sport in Europe and in the world. Consequently, the obligation deriving from the aforementioned rule is essential and shall be strictly enforced by clubs.”

13. However, with regards to the Club’s argument relating to the erroneous finding of the Court of Handball to take into account the passive and negligent attitude of the Club within the course of Request 1, the Panel agrees that the type of attitude was irrelevant since the request was filed too late and therefore produced no binding effect.

14. Therefore, regardless of the Club’s attitude, it cannot be considered as an aggravating circumstance, since there was no obligation on it, it did not violate any regulations.

15. Consequently, while assessing the amount of the fine in light of the seriousness of the violation, and in the light of the Federation’s failure to timely deliver the Request 1 to the Club, the Panel decides to reduce the amount of the fine imposed to €3.500 (three thousand and five hundred Euro) instead of €4.500 (four thousand and five hundred Euro).

### **V. Decision**

**The appeal of the Club is partially granted and the decision of Court of Handball is thus partially revised.**

**The Club shall pay a fine of €3.500 (three thousand and five hundred Euro) for having failed to release two national team players to their national team.**

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

**COURT OF APPEAL**  
**Decision**  
**Case n°19 20598 1 2 CoA**  
**11 December 2019**

---

In the appeal filed by

Federation X...

Panel

Markus Plazer (Austria)  
Jens Bertel Rasmussen (Denmark)  
Roland Schneider (Switzerland)

---

*Withdrawal; Club Competitions;  
Beach Handball; Appeal fully granted.*

---

### **I. Statement of Facts**

1. The facts of the case may be summarised as follows:

2. The Handball Federation of X... (the "Federation") registered on 2 September 2019, upon the request of the club Y... (the "Club"), to participate in the 2019 Beach Handball Champions Cup (the "Competition").

3. Following an email sent on 5 September 2019 by the Federation to the EHF informing the latter of the withdrawal of the Club from participating to the Competition due to players' injury and family problems, the EHF filed a claim with the Court of Handball.

4. Disciplinary proceedings were opened on 10 September 2019 and a decision was rendered by the Court of Handball on 4 October 2019 (the "Decision") according to which:

*"The Handball Federation X... shall pay a fine of €10.000 (ten thousand Euro) for having withdrawn from participating in the 2019 Beach Handball Champions Cup after registered.*

*A part of the fine, i.e. €5.000 (five thousand Euro) is imposed on a suspended bases with a probation period of two (2) years as of the date of the present decision."*

5. The Federation lodged an appeal against the aforementioned decision on 10 October 2019 for which proceedings were officially opened on 15 October 2019. The letter also included a deadline to provide further information if wished and the entire file of first instance was enclosed. A separate letter with regards to the composition of the Court of Appeal panel nominated for the case (the "Panel") was sent on 16 October 2019.

6. No additional document was communicated by any of the parties.

### **II. Admissibility**

1. The statement of appeal as well as the appeal fee have been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of all appeals filed. It is undisputed by the parties.

### **III. Position of the Federation**

1. The following is a summary of the Federation's submissions.

2. The Court of Handball erroneously concluded that the Federation is responsible for the Club's activities, therefore that the Federation has violated any EHF Regulations.

3. The Court of Handball misinterpreted the Article C.4 of the EHF List of Penalties by sanctioning the Federation because the Federation registered the Club and not a national team.

4. The punishment is extremely and disproportionately high. Taking into account the mitigating circumstances, the fine imposed on the Club could be imposed in the lower range of the penalty referred into the abovementioned article, e.g. €1.000 (one thousand Euro) imposed on the Club and a part of which, i.e. €500 (five hundred) imposed on a suspended basis with a probation period of one (1) year as of the day of the decision.

5. The Federation consequently requests (i) the dismissal of the Decision or (ii) the revocation of the Decision and refer the case back to the Court of Handball and (iii) reimburse the Federation with the appeal fees.

#### IV. Decisional Grounds

##### A. Assessment of the Factual Situation

1. After having thoroughly examined and review all documents provided within the course of the case, the Panel finds that the following facts, as already established by the Court of Handball, are confirmed and undisputed:

- The Federation has registered the Club to participate in the Competition.
- The Club has withdrawn from the Competition.

##### B. Legal Bases

2. According to Article 3.1 of the Beach Handball Champions Cup Regulations:

*“Clubs shall be entered by their National Federation by name, on the basis of the final outcome of the national championship of the season”.*

3. Article 3.2 of the Beach Handball Champions Cup Regulations states:

*“The teams are obliged to send the team’s registrations for entry in the ChC, the Code of Conduct and the signed Arbitration Agreement within the deadlines provided by the EHF Office in due time”.*

4. Article 9.1 of the Beach Handball Champions Cup Regulations reads as follows:

*“The provisions of the EHF Legal Regulations, the EHF List of Penalties and the Catalogue of Administrative Sanctions apply to all legal matters including procedural aspects and disciplinary offences committed by the team, the delegations, individuals and/or EHF*

*Officials at the ChC unless stipulated otherwise in the present chapter.”*

5. Article 37.4 of the EHF Legal Regulations states as follows:

*“The national federation of the defaulting club/player/official shall be liable subsidiarily with the consequences named in article 37.3 in respect of fines, administrative penalties, procedural costs and damages imposed on or brought against players, officials, clubs or persons under their control, acting on their behalf”.*

##### C. In the present case

6. The Panel establishes that it remains undisputed that the Federation has registered the Club to participate in the Competition and that the Club has withdrawn from participate the Competition either.

7. The Panel agrees with the findings of the Court of Handball according to which withdrawals may have an impact on the integrity and the value of the competition on both an economic and a sports perspective. By withdrawing from EHF competition, a team cause serious organisational problems to the EHF and to the respective organiser and that is why the entity responsible for the team that withdrew must be sanctioned according to Section C of the EHF List of Penalties.

8. However, the Panel finds that Articles 3.1 and 3.2 of the Beach Handball Champions Cup Regulations do not impose an obligation on the Federation to participate on the Competition. The Club has committed to participate in the Competition and the Federation merely confirms the accuracy of the information provided by the Club, the club’s qualification in its national championship among other things.

9. In this perspective, the Panel disagrees with the Court of Handball and agrees with the Federation since the Decision consists in recognising the Federation responsible for the withdrawal of the Club from the Competition.

10. Indeed, the Panel considers that there is no obligation on the Federation arising from the aforementioned articles, other than a subsidiary obligation to pay in the event of default by the under Article 37.4 of the EHF Legal Regulations.

11. In other words, since the Club has registered for the competition, the main obligation to participate in the Competition rests with it. The breach of regulations, i.e. the withdrawal from the competition is therefore attributable to the Club and not the Federation.

12. Hence, the Panel fully supports the following statement of the Court of Handball according to which “withdrawals may undermine a balanced competition and discredit EHF event/competitions” and that “integrity and sound and reliable business conduct are of crucial importance for the sustainability of a competition”.

13. However, with regards to the Federation’s argument relating to the finding of the Court of Handball to recognise the Federation as responsible for the withdrawal from the Club, the Panel agrees that the latter shall be responsible for its own withdrawal because the Competition is clubs activities.

14. Therefore, the participation to the Competition cannot be considered as a Federation’s obligation, since there was no obligation, the Federation did not violate any regulations.

15. Consequently, in the light of the foregoing, the Panel decides to fully accept the appeal of the Federation and to revoke the Court of Handball decision rendered on 4 October 2019 which imposed a fine of €10.000 (ten thousand Euro) on the Federation with half of which was imposed on a suspended basis €5.000 (five thousand Euro) with a probation period of two years.

## V. Decision

**The appeal of the Federation is fully granted, and the decision of the Court of Handball rendered on 4 October 2019 is thus revoked.**

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



## **In Memoriam Henk Lenaerts**

---

Dutch Lawyer and Vice-President of the Court of Handball since 2016.

*“Very kind person and outstanding attorney”.*

Rest in Peace.

