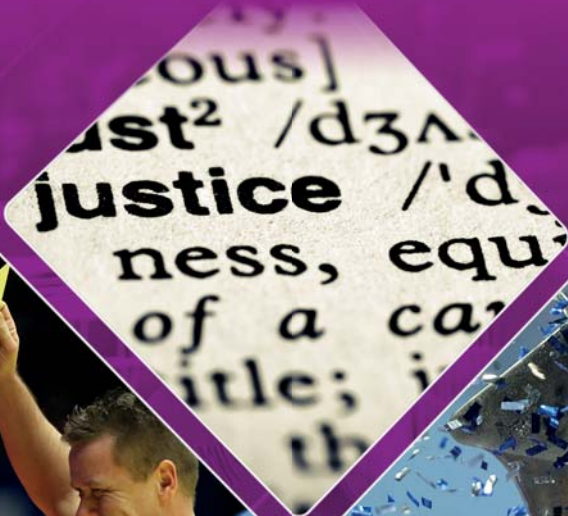




LEGAL BODIES

# JOURNAL

Issue n° 1







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## Foreword of the Presidents

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Dear handball friends,

It is with great pleasure that we hereby present the first issue of the EHF Legal Bodies Journal from the season 2014/2015. The journal aims at gathering leading cases from the EHF legal bodies, i.e. the EHF Court of Handball and the EHF Court of Appeal, as well as providing key information such as statistics etc.

We believe that the present publication serves the development of legal certainty and transparency towards our stakeholders, improving at the same time the awareness of the EHF legal system and understanding of the legal bodies. In addition, official statements with regards to EHF legal bodies' decisions will still be published on the EHF website under the following section: <http://www.eurohandball.com/news/official-statements>.

The present first edition is thus composed of nine cases all rendered within the past 2014/2015 season.

For the sake of clarity, please note that awards rendered by the EHF Court of Arbitration (ECA) are not published in the present journal; the ECA does not constitute an EHF legal body but a court of arbitration. The first issue of the ECA Journal may be found under the link: <http://www.eca-handball.com/index.php/publications.html>.

We wish you an enjoyable read and remain at your disposal should you have any question and/or suggestion regarding the present publication.

Best regards,

Rui Coelho  
**President of the EHF Court of Handball**  
&  
Markus Plazer  
**President of the EHF Court of Appeal**



## EHF Legal System





Statistics Season 2014/2015

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**Number of decisions per body**

EHF Court of Handball	37
EHF Court of Appeal	5
Total	42

**Main categories of cases**

Exclusion	17
Last Minute red cards	6
Marketing	4
Unsportsmanlike Conduct (no disqualification)	1
Security	2



**EHF Court of Handball  
Decision  
Case n° 14 20323 3 1 CoH  
27 November 2014**

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In the case against

Player X... of Club Y...

Panel

Rui Coelho (Portugal)  
Viktor Konopliastyi (Ukraine)  
Willy Tobler (Switzerland)

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*Direct disqualification; Severe unsportsmanlike  
conduct; Fine; Suspension.*

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## **I. Facts**

1. On November 22, 2014, the match of the 2014/2015 EHF Men's Cup Qualification Round 3 (1st leg): Club Z... vs. Club Y... took place (hereinafter the "Match").

2. At the 58'34 min of the Match, Player X... of Club Y... (hereinafter also the "Player" and the "Club") was directly disqualified.

3. On November 24, 2014, the EHF referees of the Match sent a report to the EHF regarding the decision of direct disqualification against the Player and explained that the Player, after having scored a goal and being fouled, kned his opponent in the back while the latter was still lying on the floor. The Player was thus directly disqualified according to rule 8:6 a) of the IHF Rules of the Game.

4. On November 25, 2014, the EHF forwarded the report of the EHF referees and the Match Report to the EHF Court of

Handball and officially requested the Court to open disciplinary proceedings according to article 27.2 of the EHF Legal Regulations against the Player for serious unsportsmanlike conduct. A video footage of the incident was enclosed to the claim.

5. On the same day, the EHF Court of Handball officially informed the parties of the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court. The composition of the EHF Court of Handball panel nominated to decide was later communicated to the parties in a separate letter.

6. On the same day, the Club sent a statement in defense. The club explains in substance that the atmosphere of the Match was tense, the referees did not control it well and the opponent who was kned, provoked the Player during the entire Match. Finally, the club explains that it is the first red card received by the Player in his fifteen (15) year career and that he apologises and regrets his actions.

## **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 player's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 58'34 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.



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

3. The EHF Court of Handball panel has carefully examined and evaluated the EHF claim, the EHF referees' report and the statement of the club as well as the video of the incident.

4. Based on those elements, the EHF Court of Handball panel notes that after a missed shot from a teammate, the Player caught the ball and scored from the six-meter line while being fouled by an opponent. Both players fell down on the floor. The Player got up and kned his opponent in the back while the latter was still lying on the floor. The opponent did not get injured but the medical staff had to enter the playing court for a moment.

5. The EHF Court of Handball observes that the gesture of the Player was not in any case related to the normal course of the Match, the goal had been scored and the ball passed to the middle court for the throw-off. Furthermore, the knee of the Player was directed directly to the opponent's back. Due to his position and the fact that the action was not related to the normal course of the Match as already exposed, the opponent could not protect himself. The opponent's health was thus endangered.

6. Regarding the arguments of the Club, the EHF Court of Handball stresses that the atmosphere of the Match, and/or the performance of the EHF referees are not of nature to exempt the Player from his obligation to adopt a sportsmanlike behaviour and/or to justify any kind of self-justice behaviour such as the one displayed by the Player.

7. Consequently, the panel concludes that the Player's conduct meets the characteristics of a severe unsportsmanlike conduct deserving further sanction. The reaction is considered reckless, intentional and likely to seriously endanger the physical integrity of an opponent. Such behaviour cannot be tolerated on a playing court.

8. The fact that the Player is for the first time sanctioned for a direct disqualification is only regarded as a mitigating circumstance.

9. 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.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Player three (3) matches suspension from participation in EHF club competitions and a fine of €2.000 (two thousand Euros).

10. One (1) of the three (3) matches is imposed on a suspended basis, the EHF Court of Handball took into consideration the mitigating circumstance previously mentioned and considers that the aim is to prevent a similar behaviour from happening again and thus that such aim can also be achieved by suspending a part of the suspension with a probation period





of one (1) year starting as from the date of the present decision.

### **III. Decision**

The Player is suspended from the participation in the EHF club competitions for three (3) matches and shall pay a fine of €2.000 (two thousand Euros).

One (1) of those matches is imposed on a suspended basis with a probation period of one (1) year starting from the date of the present decision.

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



**EHF Court of Handball  
Decision  
Case n° 14 20330 2 1 CoH  
26 January 2015**

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In the case between

Club X...

and

Club Y...

Panel

Tapio Arponen (Finland)  
Henk Lenaerts (Netherlands)  
Willy Tobler (Switzerland)

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*Refusal to deliver Player's certificate; Wrongful transfer compensation; Termination of employment contract; Delayed submission; legal costs and expenses.*

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**I. Facts**

1. On March 13, 2012, the player Mrs G... (hereinafter also the "Player") entered into an employment contract (hereinafter also the "Contract") with Club Y (hereinafter also the "Defendant") for the period July 1, 2012 to June 30, 2015.

2. On June 30, 2014, the Player and the Defendant mutually agreed to terminate the Contract (hereinafter also the "Termination Agreement"), according to article 3 of the said Contract.

3. On August 2, 2014, the Player entered into an employment contract with Club X... (hereinafter also the "Claimant").

4. On August 8, 2014, the Claimant requested from the Defendant to release

the Player's certificate in order to enable the transfer of the Player.

5. On August 19, 2014, the Defendant sent an invoice of €7.000 (seven thousand Euros) to the Claimant, explaining that the Player's certificate will be released to the respective National Federation (hereinafter the "Federation") only upon payment of the aforementioned amount regarded as a transfer compensation fee.

6. On August 22, 2014, the Claimant informed the Defendant on their refusal to pay a transfer compensation fee since the Player was not under contract with the Defendant any longer and requested the Defendant to issue the Player's certificate without further delay.

7. On August 26, 2014, the EHF Transfer Department informed the Federation via email that according to the current information of the professional player's lists provided and confirmed by national federations, i.e. in the present case by the Federation, the Player is indeed still registered as being under an employment contract until June 30, 2015. However, the EHF drew the attention of the Federation to the fact that according to EU Law and the applicable transfer regulations, the releasing club/federation has no right to demand any transfer compensation if the employment contract was terminated and therefore any clause setting forth any transfer compensation after the termination of such contract shall be regarded as null and void. Finally, due to the Player's age, no education compensation is due.



8. Despite the EHF position, the position of the Defendant remained unchanged.

9. On September 2, 2014, the Claimant paid the amount requested by the Defendant, i.e. €7.000 (seven thousand Euros) in order to ensure the availability of the Player for the upcoming National Super Cup match. The notation *“Compensation fee for [Mrs G...] We pay this money, but we don’t admit that this is legitim, on the contrary it isn’t, but we pay only for license”* was reported on the bank order.

10. On September 3, 2014, the International Transfer Certificate (hereinafter also the “ITC”) was issued by the Federation.

11. On November 28, 2014, Club X... filed a claim with the EHF Court of Handball being composed of a statement of claim, a Power of Attorney, certified English translations of the respective employment contracts and of the termination letter of the Contract, an email sent by the Defendant to the Claimant dated August 19, 2014 together with a €7.000 (seven thousand Euros) invoice issued by the Defendant, the email of the Claimant to the Defendant dated August 22, 2014, the EHF information to the Federation dated August 26, 2014 and the bank transfer extract of the €7.000 (seven thousand Euros) paid by the Defendant. The Claimant explains in substance that the IHF Regulations for Transfer Between Federations were infringed and formulates the following requests:

- Payment of damages amounting to €7.000 (seven thousand Euros) by the

Defendant according to article 8.1 of the EHF Legal Regulations;

- Reimbursement of the costs and expenses related to the procedure, i.e. €840 (eight hundred and forty Euros) for legal fees and €85,5 (eighty-five Euros and fifty cents) for translation fees, underlining that the Claimant tried to avoid the present procedure but it was made unavoidable by the Defendant’s uncooperative attitude. It would therefore be unfair to have the Claimant bear such costs;
- Impose a sanction on the Defendant pursuant to article 11 of the EHF Legal Regulations, the Claimant requests an exclusion from the current EHF Champions League season.

12. On December 4, 2014, the parties were informed by the EHF Court of Handball on the opening of legal proceedings and on the composition of the panel nominated to decide on the present case. The Defendant was invited to provide the EHF Court of Handball with a statement in reply to the protest and provide all information deemed significant by January 9, 2015 at the latest. The entire file of the statement of claim was provided to the Defendant.

13. On January 10, 2015, the Defendant sent a statement to the EHF Court of Handball whereby it is explained that the Defendant proceeded as instructed by the Federation during the transfer of the Player. In addition, the Defendant underlined being aware that the given deadline was January 9, 2015, however they faced IT problems and intended to provide the relevant documentation on January 12, 2014.



14. On January 12, 2014, the Defendant sent another statement whereby it is recalled that the Defendant acted under the instructions of the Federation.

15. No further statement or documents was sent by the parties to the EHF Court of Handball.

## II. Decisional Grounds

### A. Regarding the delayed submission of documents by the Defendant

1. The EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principles of due process. Consequently, and according to article 32.1 of the EHF List of Penalties, the parties are invited by the EHF legal bodies to provide statements along with any documents which may be deemed necessary within a deadline set in consideration of the circumstances of the cases. In the case at stake, the deadline set granted a significant lapse of time to the parties to provide relevant documents. In spite of this, the Defendant's submission was received after the given deadline, without providing any material element to justify such delay.

2. Subsequently, the EHF Court of Handball panel decides to not take into consideration the submission of the Defendant when deciding on the present case.

### B. Regarding the transfer compensation fee requested by the Defendant to the Claimant

3. After careful examination of all statements and documents provided by

the parties, the occurrence of the following fact is confirmed and undisputed by any of the parties:

- Club Y... requested Club X... to pay €7.000 (seven thousand Euros) as transfer compensation fee for the transfer of the Player.

4. Article IX, §2 of the IHF Regulations for Transfer Between Federations states:

*"A professional player, whose contract with his previous club has expired, may join another club as a professional player. In such cases, the club where he was previously playing has no right to claim transfer compensation. [...]."*

5. Article 3 of the Termination Agreement signed by the Player and the Defendant provides:

*"By the present agreement the Parties hereto agree that the contract specified under Clause 1 [i.e. the Contract] above shall be terminated with June the 30th 2014, and with the same day both Parties shall be exempt of their obligations under the contract."*

6. It follows therefrom that on the date of signature of the employment contract between the Player and the Claimant, i.e. August 2, 2014, the Player and the Defendant were not bound by any contractual obligation as of June 30, 2014. The Defendant had consequently no right to claim any transfer compensation, and by doing so, infringed the aforementioned IHF Regulations for Transfer Between Federation.



7. Article 8.1 of the EHF Legal Regulations states:

*“Damage sustained as a result of infringements of Regulations [...] may be recovered from the offending party by claiming damages.”*

8. The EHF Court of Handball thereby decides that the Defendant shall pay €7.000 (seven thousand Euros) to the Claimant for the damages incurred in connection with the Defendant’s violation.

**C. Regarding the refusal of the Defendant to deliver the Player’s certificate**

9. Article II, §3.3 of the IHF Regulations for Transfer Between Federations states:

*“The Transfer Certificate shall be issued not later than 15 days after receipt of the transfer request by the relevant releasing federation, provided that its issuance is not prevented by material reasons.”*

10. The reasons to be recognised as material are further defined in article IV, §1 of the IHF Regulations for Transfer Between Federations:

*“[...]”*

- *Disagreement regarding the amount of transfer compensation to be paid by the receiving club to the releasing club*
  - *Existing and confirmed suspensions or pending disciplinary proceedings.*
- [...]”*

11. The EHF Court of Handball notes that the Defendant’s refusal to deliver the Player’s certificate did not meet any of the material reasons exposed, since, as

already established above, the Player was free from any contractual obligation towards the Defendant and thus no transfer compensation was due. The Defendant had therefore the obligation to inform the Federation on the absence of material reason to refuse the issuance of an ITC. The transfer was requested on August 8, 2014, and the ITC released on September 3, 2014, i.e. one (1) day after the payment of the wrongful transfer compensation. The 15-day period was thereby not observed by the Defendant.

12. According to article E.2 of the EHF Legal Regulations, the EHF Court of Handball decides to impose a fine of €750 (seven hundred and fifty Euros) for non-observance of the 15-day period in the case of transfer inquiries. Regarding the Claimant’s request to exclude the Defendant from the current EHF Women’s Champions League, the Court finds such a request and sanction highly disproportionate. The request is thus rejected.

**D. Regarding the reimbursement of the costs and expenses related to the present legal procedure**

13. The Claimant requests the costs and expenses, i.e. €840 (eight hundred and forty Euros) for legal fees and €85,5 (eighty-five Euros and fifty cents) for translation fees, amounting in total to €925.5 (nine hundred twenty five Euros and fifty cents) incurred in relation to the present case to be borne by the Defendant.



14. Article 48.1 of the EHF Legal Regulations states:

*“The parties shall be responsible for the costs of their own counsel, witnesses, experts, interpreters (if relevant), travel and living expenses.”*

15. The EHF Court of Handball finds that the costs incurred by the Claimant fall under the scope of the aforementioned article and shall therefore not be borne by the Defendant. Furthermore, the Court notes that the Claimant could have avoided such costs by starting legal proceedings within the framework of the transfer procedure.

16. Finally, the registration fee of €1.000 (one thousand Euros) shall be refunded to the Claimant.

### **III. Decision**

Club Y... shall pay to Club X... €7.000 (seven thousand Euros) for the transfer compensation wrongfully requested within the framework of the transfer of the Player.

A fine of €750 (seven hundred and fifty Euros) is imposed on Club Y... for non-observance of the fifteen (15) day period in a case of a transfer inquiry.

The costs incurred within the frame of the legal procedure shall be borne by Club X....

The registration fee of €1.000 (one thousand Euros) shall be refunded to Club X....





**EHF Court of Handball  
Decision  
Case n° 15 20338 3 1 CoH  
19 February 2015**

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In the case against

Player X... of Club Y...

Panel

Tapio Arponen (Finland)  
Viktor Konopliastyi (Ukraine)  
Henk Lenaerts (Netherlands)

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*Direct disqualification; Unsportsmanlike  
conduct; Recidivism.*

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*(Appealed, see CoA decision n°20338)*

## **I. Facts**

1. On February 12, 2015, the match of the 2014/2015 VELUX EHF Champions League Group Phase (Round 9): Club Z... vs. Club X... took place (hereinafter the "Match").

2. At the 56"40 min of the Match, Player X... of Club Y... (hereinafter also the "Player" and the "Club") was directly disqualified.

3. On February 13, 2015, the EHF referees of the Match sent a report to the EHF regarding the decision of direct disqualification and explained that the Player strongly pushed an opponent while the latter was in the air. The opponent lost his body control and fell to the floor. No injury occurred. The Player was thus directly disqualified.

4. On the same day, the EHF forwarded the report of the EHF referees and the Match Report to the EHF Court of

Handball and officially requested the Court to open disciplinary proceedings according to article 27.2 of the EHF Legal Regulations against the Player for unsportsmanlike conduct. A link to the video of the Match was included.

5. On February, 16, 2015, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court. The composition of the Court of Handball panel to decide the case was also communicated to the parties.

6. On February 17, 2015, the Club sent a statement in defense. The Club explains in substance that the Player wanted to do his best to defend as the match was coming to an end and the score was tight. Unfortunately he reached his opponent a bit too late and pushed him from the side. The Club underlines that the opponent was not yet in the air but preparing to jump. Indeed the action was reckless but there was no intention to injure an opponent who did not suffer any injury after the foul. Finally, the Club points out that the Player apologised to all parties after the Match, including the EHF referees. The Club thus requests no further sanction to be imposed on the Player.

## **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 player's conduct should be



sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 56<sup>th</sup>40 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

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

3. The EHF Court of Handball panel has carefully examined and evaluated the EHF claim, the EHF referees' report and the statement of the Club as well as the video of the incident.

4. Based on those elements, the EHF Court of Handball panel notes that during the 57<sup>th</sup> minute of the Match, the opponent n°8 was running at full speed towards the goal and pushing off into a jump to shoot on goal around the 9-meter line, the Player pushed him with both arms into the chest. The opponent fell violently to the floor. Fortunately no injury was caused and the opponent could resume playing. For the sake of clarity, the panel underlines that the fact that the EHF referees described the opponent as being in the air when being fouled has no consequence in the present case since the factual situation could clearly be established with the video footage.

5. The EHF Court of Handball stresses that the position of the Player did not allow him to play the ball but to only reach the opponent's body since he was coming from the side while the opponent was already pushing off into a jump. In light of the intensity of the fall, the foul was likely to seriously endanger the opponent's health since he could not protect himself. Furthermore, the foul was intentionally committed to prevent the opponent from taking a shot on goal in a decisive moment of the Match as underlined in the Club's statement.

6. Consequently, the panel finds that the foul is not a normal foul committed in the course of a defensive action: the Player's conduct thereby meets the characteristics of an unsportsmanlike conduct deserving further sanction. The foul is considered as an unsportsmanlike conduct intentionally committed against an opponent, to prevent a shot on goal to safeguard the score and likely to seriously endanger the physical health of an opponent.

7. The fact that the Player had no intention to hurt his opponent as well as the fact that the latter was not injured are only regarded as mitigating circumstances in the present case by the EHF Court of Handball, just as the fact that the Player apologised after the Match.

8. The fact that the Player has previously been sanctioned for a similar infringement, i.e. unsportsmanlike conduct, in the frame of an EHF competition, i.e. 2016 Men's European Championships Play-offs, CoH case n°142027531, decision dated February 24, 2014, is regarded as an aggravating



circumstance according to article 13 of the EHF List of Penalties.

9. In light of all the elements, in accordance with the EHF legal bodies' case law and pursuant to articles 12.1, 12.2, 15.1, 16.1 d) of the EHF Legal Regulations and B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Player a two (2) match suspension from participation in EHF club competitions.

### **III. Decision**

The Player is suspended from the participation in the EHF club competitions for two (2) matches.

The Player is therefore not entitled to participate in the next two (2) 2014/2015 VELUX EHF Champions League matches in which the Club will take part.

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



**EHF Court of Handball  
Decision  
Case n° 15 20343 1 1 CoH  
10 April 2015**

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In the case against

Club X...

Panel

Tapio Arponen (Finland)  
Viktor Konopliastyi (Ukraine)  
Willy Tobler (Switzerland)

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*Liability for supporters' behaviour; Good order,  
safety and security.*

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**I. Facts**

1. On March 15, 2015, the match of the 2014/2015 Women's EHF Challenge Cup Quarter-final (2<sup>nd</sup> leg): Club Y... vs. Club X...

2. Club X... (hereinafter also the "Club") organised both matches within the course of the weekend.

3. On March 15, 2015, the EHF delegate of the Match sent a report to the EHF whereby incidents having occurred during and after the Match are described. Video footage was enclosed. The delegate explained that at the 57<sup>th</sup> minute a number of items were thrown by spectators onto the playing court, which caused the EHF referees to interrupt the Match to clean up the area. No harm was caused to any participant. In addition, a few spectators entered the playing court and threatened players and officials of the guest team after the Match. Members of the Club and the police forces protected the guest team who were rushed to the locker rooms.

4. On March 23, 2015, the EHF forwarded the report of the EHF delegate to the EHF Court of Handball and officially requested the Court to open disciplinary proceedings according to article 27.2 of the EHF Legal Regulations against the Club for violation of their obligation to ensure good order, safety and security at all times during the match according to article 9.1.16 of the 2014/2015 European Cup Regulations, and article 1.6 of the EHF Rules on Safety and Security Procedure. The Match Report as well as videos of the match interruption and the post-match incidents were attached to the claim.

5. 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.

6. On March 24, 2015, the composition of the Court of Handball panel to decide the case was communicated to the parties.

7. On the same day, the EHF Court of Handball requested the EHF delegate to provide more information concerning in particular the type of items thrown on the playing court. Additionally, a report from the EHF referees with regard to the post-match incidents was communicated to the parties in which the EHF referees explain in substance that after the Match, spectators behaved aggressively (gestures, shouting), in particular a group of approximately thirty (30) persons. Four (4) policemen escorted the referees to the dressing room. While leaving the playing court, a "kind of incident" took place. Two (2) of the policemen went to intervene, however the referees could not observe



the starting point of the incident before watching the video after the Match.

8. On March 25, 2015, the EHF delegate sent a complementary report whereby it is explained that the items thrown on the playing court were small cylinder carton cups containing no liquid which. The items could cause no harm or endanger any of the participants. The complementary report was communicated to the parties.

9. On March 27, 2015, the EHF submitted two (2) additional videos of the post-match incidents.

10. On March 31, 2015, the Club sent a statement in defense which may be summarised as follows (videos of the described situations were enclosed):

- With regard to the throwing of items, the Club does not contest such occurrence which led to the interruption of the Match. The spectators did so to express their dissatisfaction with some referees' decisions. The items were small carton cups with no liquid, no harm was caused and nobody endangered. All precautions were taken to prevent further incidents of that kind.
- With regard to spectators entering the playing court, right after the Match, no unauthorised person was on the playing court. However, while both teams were handshaking, the opponent n°87 punched a Club's player in the back and a brawl involving players began during which a guest team official "assaulted" the Club's player n°4. The relatives of the latter therefore entered the playing court when they observed the incident.

Furthermore, although some spectators entered the court, no harm was made and no verbal or physical attack took place. The opponent player n°87 is presented as responsible of the post-match incidents.

## II. Decisional Grounds

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incidents during the Match is confirmed and undisputed.

- Throwing of items on the playing court at the 57<sup>th</sup> minute causing the interruption of the Match.
- Invasion of the playing court by few spectators after the Match.

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

*"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."*

3. Besides, article 8.1.15 of the 2012/2013 European Cup Regulations states as follows:

*"The local organiser/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."*



4. Article 2.2 of the EHF Legal Regulations states:

*“In addition to their personal responsibility, [...] clubs are accountable for the conduct of their [...] supporters [...] and may be sanctioned accordingly.”*

5. It follows therefrom, and it is undisputed by any of the parties, that the Club, acting as organiser of the Quarter Finals and thus of the Match, had the obligation to implement sufficient measures to ensure that security and good order was enforced at any time before, during and after the Match. Besides, the Club shall be held responsible for the behaviour of its supporters.

6. Yet, the Match had to be interrupted due to the throwing by spectators of items consisting of empty carton cups at the 57<sup>th</sup> minute according to the EHF delegate complementary report and the Club's statement. While it is true that the items were not hazardous and did not injure any participant, the due course of the Match was affected and subsequently good order was breached.

7. Additionally, following a brawl between players and officials of both teams, spectators were able to enter the playing court without encountering any opposition whatsoever. Four (4) policemen were necessary to safely escort the EHF referees to the dressing rooms. It follows that the safety and security of the participants was at stake. Although the EHF Court of Handball notes that police forces were present in the playing hall, yet the measures taken were not sufficient to prevent the invasion. It is only once

spectators were on the court that police forces intervened.

8. With regard to the Club's argument according to which the opponent player n°87 shall be held responsible for the invasion of spectators, the EHF Court of Handball points out that the occurrence of incidents on the playing court is not of nature to exonerate the Club from its obligation to maintain and ensure security and good order at any time. In fact, such conceivable incidents shall be taken into account by the Club while assessing and planning the measures to be implemented prior to the match. Consequently, not only the Club's argument is found irrelevant but the attention of the Club is firmly drawn to the fact that the security is a core obligation resting on the organiser and cannot be in any case and at any cost casually swept aside as the Club's statement implies.

9. The EHF Court of Handball consequently finds that the security measures implemented were not sufficient to ensure to maintain good order during the Match and safety and security after the Match. Although no injury occurred neither from the throwing of items on the playing court nor from the invasion by unauthorised spectators, the EHF Court of Handball is of the opinion that this element does not exonerate the Club from its responsibility and shall simply be taken into consideration to define the type and extent of sanctions to be imposed.





10. Pursuant to article 6.1 of the EHF Legal Regulations, a sanction shall be imposed on the club for the behaviour of its supporters and for violation of its obligation to maintain good order and safety and security during and after the Match.

11. Taking all circumstances of the case as well as the EHF legal bodies case law, and according to article 4 and 7 of the Catalogue of Penalties related to the EHF Rules and Safety and Security Procedure as well as B.4 of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €2.000 (two thousand Euros) for the throwing of items not presenting any hazard by spectators which caused the temporary interruption of the Match and €2.500 (two thousand and five hundred Euros) for the invasion of the playing court by unauthorised persons, i.e. a total amount of €4.500 (four thousand and five hundred Euros).

### **III. Decision**

The Club shall pay a fine of €4.500 (four thousand and five hundred Euros) for the behaviour of its supporters and for having failed to ensure good order and safety and security during and after the Match.



**EHF Court of Handball  
Decision  
Case n° 15 20344 1 1 CoH  
27 April 2015**

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In the case between

Club X...,

and

Club Y...,

The European Handball Federation

Panel

Tapio Arponen (Finland)  
Henk Lenaerts (Netherlands)  
Willy Tobler (Switzerland)

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*Match result protest; Decision of referees based on EHF delegate's recommendations; Factual observations; Additional player on the playing court.*

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## **I. Facts**

1. On April 19 2015, the match of the 2014/2015 Men's EHF Challenge Cup Semi-Finals: Club X... vs. Club Y... took place (hereinafter the "Match").

2. At the 37"17 minute, when Club Y... was leading 17-15 and Club X... was in possession of the ball, the EHF delegate interrupted the Match and reported to the EHF referees that an additional player from Club X... had entered the playing court. The EHF referees gave a two-minute suspension to a player of Club X...

3. On April 20, 2015, Club X... (hereinafter also the "Claimant") filed a protest with the EHF Office against the intervention of the EHF delegate at the 37"17 minute of

the Match and the respective EHF referees' decision. The Claimant explains in substance that the decision taken violates Rules 4:4, 4:5 and 4:6 of the IHF Rules of the Game. Club X... suffered an additional two-minute suspension, with more than twenty-two minutes left to play, which had a clear influence on the final result of the match. A video of the situation and a proof of payment of the protest fee were provided.

4. On April 21, 2015, the EHF Court of Handball informed the parties on the opening of proceedings to decide upon the protest. Club Y... (hereinafter also the "Defendant") was invited to provide a statement to the EHF Court of Handball.

5. On the same day, the parties were informed in a separate letter on the composition of the EHF Court of Handball panel nominated to decide the case.

6. On, April 22, 2015, the EHF Court of Handball requested the EHF delegate and the EHF referees of the Match to send detailed statements regarding the interruption of the match and the decision made.

7. On the same day, the EHF delegate sent a statement whereby he explains that at the 37"17 minute, he interrupted the Match, counted that six (6) players of Club X... were close to the nine-meter line and consequently it was clear that the player had illegally entered the playing court. He thus informed the EHF referees and a two-minute suspension was imposed on the aforementioned player.



8. On April 23, 2015, the Claimant sent a contradictory statement in relation to the EHF delegate's statement. The Claimant explains that the situation described as observed by the EHF delegate is clearly in contradiction with the situation to be seen on the video. The Claimant recalls that at no time had an additional player been present on the playing court.

9. On the same day, the EHF referees sent a statement in which they explained that at the 37'17 minute, the EHF delegate stopped the Match and informed them that the player n°13 of Club X... had illegally entered the playing court. In accordance with Rules 4:5, 4:6 and 16:3a) of the IHF Rules of the Game, the player n°13 was suspended for two minutes.

10. On April 24, 2015, the Defendant sent a statement explaining that at the time of the disputed situation, they were focused on the Match and trusted the right application of the applicable rules by the EHF referees and delegate. They took note of the decision taken while, as always, hoping that all participants of the Match will act in spirit of regularity and fairplay.

11. On the same day, according to a request made by the EHF Court of Handball, the Claimant sent a video of the remaining period starting as of the protested decision to the end of the Match.

12. For the sake of clarity, it is hereby underlined that all documents provided through the course of the contradictory procedure were communicated to all parties without delay in accordance with the principle of due process and equal treatment.

## II. Decisional Grounds

1. Pursuant to article 8.3 of the 2014/2015 European Cup Regulations:

*"In all matches of the EHF European Cup, there shall be no valid reasons for protests and protests shall be inadmissible if relating to:*

- *Scheduling of and drawing for matches*
- *Nomination of EHF referees and delegate*
- *Referees' decisions on facts in accordance with the Rules of the Game, including those based on EHF delegate's recommendations"*

2. Pursuant to article 6.3 of the EHF Legal Regulations:

*"Decisions and actions taken by referees on the playing court, including those based on EHF delegates' recommendations, are factual decisions and shall be final."*

3. Pursuant to Article 6.4 of the EHF Legal Regulations:

*"The right to make adjustments that may prove necessary as a result or corrections of the referees' report, or, in the case of obvious error revealed by means of pertinent evidence such as reports by EHF Officials, television footage or video recordings, shall be reserved."*

4. The EHF Court of Handball has thoroughly examined all documents of the case, including the video footage of the situation.



5. The EHF Court of Handball observes that at the 36'28 minute, the player n°30 of Club X... received a two-minute suspension. Club X... was therefore playing with one player less, i.e. a total of six (6) players. Club Y... scored a goal at the 36'57 minute. While executing the throw-off and preparing for their offense, the Club replaced the goalkeeper with a court player. Club X... had at this moment five (5) players on the court. Few seconds after, the player n°13 entered the playing court; the EHF delegate interrupted the Match and informed the EHF referees that an additional player of Club X... had entered the playing court. A two-minute suspension was imposed on the player n°13.

6. Consequently, the EHF Court of Handball notes that Club X... was entitled to play with six (6) players and did not commit any faulty substitution.

7. However, although the observation of the situation made by the EHF delegate was not correct and thereby his recommendation to the EHF referees either, the EHF Court of Handball finds that the decision subsequently taken by the EHF referees falls under the scope of articles 6.3 of the EHF Legal Regulations and 8.3 of the European Cup Regulations and shall be regarded as a factual and thus final decision not being subject to any protest.

8. The EHF Court of Handball acknowledges that according to the aforementioned article 6.4 of the EHF Legal Regulations, the right to make adjustments is reserved. Yet, the panel finds that it is neither the purpose nor the spirit of article 6.4 to enable the

correction of referees' decisions, including those based on delegates' recommendations, being taken on their factual observations during the Match on the playing court. Consequently, the decision in question shall not be regarded as an obvious error since the elements available to the EHF referees as well as to the EHF delegate at the given moment of the decision were not of nature to enable a different decision.

9. In light of the foregoing, without regard to the alleged violations of the IHF Rules of the Game, the EHF Court of Handball decided that the decision taken by the EHF referees based on the recommendation of the EHF delegate is factual and shall be final. Club X... has no reason for a protest; their protest filed on April 20, 2015 is thereby inadmissible.

### **III. Decision**

The protest filed by the Claimant is rejected as inadmissible.

The result of the match is confirmed.

According to article 8.4.1.3 of the European Cup Regulations, the protest fee of €1.000 paid by the Claimant shall be forfeited to the credit of the EHF.



**EHF Court of Handball  
Decision  
Case n° 15 20348 1 1 CoH  
10 July 2015**

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In the case against

Club X...

Panel

Panos Antoniou (Cyprus)  
Henk Lenaerts (Netherlands)  
Willy Tobler (Switzerland)

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*Flooring; Handball Lines Only; Safety Zone.*

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**I. Facts**

1. On May 24, 2015, the match of the 2014/2015 Men's EHF Challenge Cup Finals: Club X... vs. Club Y took place (hereinafter the "Match"). Club X... (hereinafter the "Club") hosted the Match.

2. Following the Match, the EHF was informed by the EHF delegate that the playing floor used did not consist of handball lines only and that there was only a short distance in between the judges' table and the stands.

3. On June 9, 2015, the EHF forwarded the report of the EHF delegate to the EHF Court of Handball and officially requested the Court to open disciplinary proceedings according to article 27.2 of the EHF Legal Regulations against the Club for violation of two obligations. On the one hand, the Club did not ensure a safety zone surrounding the playing court in accordance with the requirements provided in Rule 1:1 of the IHF Rules of the Game, and, on the other hand, failed to play the Match on a floor consisting of

handball lines only contrary to article 3.4.2 of the 2014/2015 European Cup Regulations. The EHF delegate's report, the match report as well as pictures were attached to the claim.

4. On June 12, 2015, 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.

5. On the same day, the composition of the Court of Handball panel to decide the case was communicated to the parties.

6. On June 18, 2015, the Club sent a statement in defense whereby it is explained that the Club had no knowledge as to the obligation to play on a playing court consisting of handball lines only and consequently apologises for having missed such an important detail, adding that they were informed on the oversight too late to install another playing court. The Club integrated an email sent to the EHF Office prior to the Match to demonstrate they had willingness to undertake best efforts to organise the Match in proper conditions, inviting the EHF Office to not hesitate to inform the Club in case anything had been overlooked. The Club therefore argues that despite a constant communication with different contacts in the EHF Office, nobody informed them on their obligation. Finally, the Club requests the Court to take into consideration the limited size of the administrative team and the small size of the city where the possibilities are limited as well as the financial support.



## II. Decisional Grounds

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

- The safety zone surrounding the playing court was too small.
- The Match was played on a floor not consisting of only of handball lines.

2. The IHF Rules of the Game constitute the fundamental text applying to all handball games being played, including consequently all competitions organised under the umbrella of the European Handball Federation. Furthermore, in registering into EHF competitions, handball clubs 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 handball competitions at European level.

3. Rule 1:1 of the IHF Rules of the Game states:

*"[...] There should be a safety zone surrounding the playing court, with a width of at least 1 meter along the side lines and 2 meters behind the goal lines.[...]"*

4. Article 3.4.2 of the 2014/2015 European Cup with regards to the requirements for Final matches states:

*"[...] Final matches shall be played in playing halls, which have handball lines only. [...]"*

5. It follows therefrom, and it is undisputed by any of the parties, that the Club, acting as organiser of the second leg of the 2014/2015 Men's EHF Challenge Cup Finals, had the obligation to set-up a playing floor with nothing but handball lines as well as to ensure a safety zone meeting the measurements set forth in the Rules of the Game. By not doing so, the Club did not fulfil the aforementioned obligations.

6. In light of the foregoing and contrary to the arguments of the Club, clubs are solely responsible for the implementation of obligations agreed upon while registering and shall ensure that such obligations and the respective measures are enforced without the need to be reminded by the EHF. Thereby, the fact that the Club ignored the applicable regulation as well as the fact that no information was provided to them is neither of nature to exonerate the Club from its responsibility nor such as to constitute mitigating circumstances. With regards to the safety zone, no argument was brought to the attention of the EHF Court of Handball.

7. According to articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as articles D.2 b) and c) of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €500 (five hundred Euros) for the violation of the safety zone requirements and a fine of €2.000 (two thousand Euros) for failing to install a handball floor consisting of handball lines only.

8. The fact that the Club apologised as well as the fact that the Club is sanctioned for such infringements for the first time are regarded as mitigating circumstances.





9. The EHF Court of Handball underlines that the amounts imposed are consequently appropriate and proportionate to the circumstances of the case since they are situated within the lower ranges of the amounts being foreseen in articles D.2 b) and c) of the EHF List of Penalties.

### **III. Decision**

Club X... shall pay a fine of €2.000 (two thousand Euros) for violation of the obligation to play the 2014/2015 Men's EHF Challenge Cup Finals on a floor consisting of handball lines only as well as a fine of €500 (five hundred Euros) for violation of safety zone requirements.



**EHF Court of Handball  
Decision  
Case n° 15 20350 1 1 CoH  
2 September 2015**

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In the case against

Handball Federation X...

Panel

Tapio Arponen (Finland)  
Jolanta Jankeviciene (Lithuania)  
Willy Tobler (Switzerland)

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*Promotional activities; Final Tournament  
Draw; Absence of a Key Player.*

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**I. Facts**

1. On 19 June 2015, the 2016 EHF Men's EURO Final Tournament Draw Event (hereinafter the "Draw") took place in Krakow. Four (4) National Federations, including the Handball Federation X... (hereinafter the "Federation") had been requested several weeks prior to the Draw to make one (1) key player available. The presence of Mr. Y... (hereinafter the "Player") was confirmed by the Federation on 17 June 2015 via a telephone conversation with the EHF Office.

2. On the day of the Draw, via a letter sent twice at 12:20hrs and 12:23hrs, i.e. approximately three (3) hours prior to the Draw and following inquiries initiated by the EHF, the Federation sent a letter to the EHF whereby it is explained that due to serious personal reasons, the Player had to cancel his trip to Krakow and thus could not take part in the Draw.

3. On 22 June 2015, the EHF requested the Court of Handball to open disciplinary proceedings against the Federation for having failed to make available a key player to take part in the Draw contrary to article 32.3 of the EHF EURO Regulations to be sanctioned according to article B.5 of the EHF List of Penalties. The Letter of apology sent by the Federation was attached to the claim.

4. On 1 July 2015, 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.

5. On 7 July 2015 the composition of the Court of Handball panel to decide the case was communicated to the parties.

6. On 10 July 2015, the Federation sent a letter to the Court requesting the extension of the deadline set to provide a statement in reply to the EHF claim until 27 July 2015. The Federation explained that due to the current period of summer vacations, it had been impossible to contact the respective persons, i.e. the Team Manager and the Player.

7. On 13 July 2015, the EHF Court of Handball granted the Federation's request.

8. On 27 July 2015, the Federation sent a statement in reply to the Court composed of two statements, respectively from the Player and the Team Manager. Those statements may be summarised as follows. The Player explains that his presence at the Draw had been discussed



with the Federation's President during the two last qualification matches (i.e. on 10 and 14 June 2015). However, due to serious and unforeseen personal problems he finally could not attend the Draw and did not inform the management of the Federation timely. The Player further points out that he was informed that the Head Coach as well as the Team Manager will attend the Draw as representatives. Finally, the Player apologised and offered his sincere regrets. In his statement the Team Manager explains that due to the sudden cancellation of the Player and due to the vacation period, the Federation was unable to find a proper replacement. He concludes by expressing his sincere apologies.

## II. Decisional Grounds

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

- Despite a confirmation provided by the Federation prior to the event, no player took part in the Draw.

2. Article 1.1 of the EHF EURO Regulations states that the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the final tournament of the EHF Men's EURO are governed by the EHF EURO Regulations. Section XVIII "Support of Promotional Activities", Article 32.3 "Availability of Key Players" reads as follows:

*"Each EHF Members Federations shall ensure the availability of at least two (2) key players acting as ambassadors to*

*participate in promotional activities taking place prior, during and after the final tournament such as, without limitation:*

- *Autograph sessions;*
- *EHF Partners' activation activities (e.g. "Meet and Greet") upon EHF request and limited to the partners of the EHF and of the EHF Marketing Partner;*
- *Media activities (e.g. social media, video and/or photograph sessions);*
- *"Event-Messenger" in the respective country of the player's club;*
- *Participation in Players Ambassadors Programmes if implemented."*

3. It follows therefrom that the Federation had the obligation to ensure the presence of a key player at the Draw. By not doing so, the Federation did not fulfil the aforementioned obligation.

4. The Federation argues that the obligation could not be enforced due to unforeseen personal problems faced by the Player shortly before the Draw.

5. Yet, the EHF Court of Handball panel notes that the information was provided by the Player the evening prior to the Draw which offered a sufficient time window to find a suitable and alternative solution. Instead, the Federation displayed a negligent and unacceptable attitude. Indeed, the Federation decided to hide this information from the EHF and the host. The Federation must have immediately initiated a communication since such information is crucial for both the proper running of the Draw and to seek a common solution to the problem. In addition, not only did the Federation fail to inform the EHF in due time but they did so only once the EHF had begun to



enquire about the Player's presence. Finally, the Federation did not display any willingness, undertaking no effort to find another player within the remaining period prior to the Draw which may have at least shown some good faith on the Federation's side.

6. The EHF Court of Handball further underlines that the Draw constitutes a key and essential element of the flagship event of European handball, i.e. the EHF Men's EURO. It is the occasion to publicly promote not simply an event of major importance but also the sport of handball as a whole. The Draw was fully visible to the public especially via a TV broadcast as well as the on-site presence of approximately eight-hundred (800) guests. The Player's absence was thus detrimental to the image and interests of European handball.

7. Hence, the EHF Court of Handball finds that the explanation brought forward by the Federation is not of nature to neither relieve the Federation from the obligation to ensure the presence of a key player at the Draw nor to mitigate the sanction to be imposed.

8. According to articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as articles B.5 of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €5.000 (five thousand Euros) on the Federation for having failed to ensure the presence of a key player during the EHF Men's EURO 2016 final tournament draw.

9. The EHF Court of Handball underlines that the amount imposed is consequently appropriate and proportionate to the circumstances of the case since it is

situated within the lower range of the amounts being foreseen in articles B.5 of the EHF List of Penalties.

### **III. Decision**

The Federation shall pay a fine of €5.000 (five thousand Euros) for violation of the obligation to make available a key player to participate in the 2016 EHF Men's EURO final tournament draw event.



**EHF Court of Appeal  
Decision  
Case n° 14 20308 1 2 CoA  
2 October 2014**

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In the case between

Club X...,

and

Club Y...,

The European Handball Federation

Panel

Jens Bertel Rasmussen (Denmark)

Lucio Correia (Portugal)

Roland Schneider (Switzerland)

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*Match result protest; Decision of referees based on factual observations; Goal scored after the automatic final signal.*

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## **I. Facts**

1. The match of the 2014/2015 Women's EHF Champions League Qualification Tournaments: Club X... vs. Club Y... took place on Sunday 21 September 2014 (hereinafter the "Match"). After the period of extra time, the score was tied 34:34 after Club Y... scored the equalising goal in the last seconds following the execution of a free-throw. Club Y... won the Match after 7-meter throws and subsequently qualified for the Women's EHF Champions League Group Phase.

2. The EHF delegate reported that, within the hour after the end of the Match, Club X... (hereinafter the "Appellant") addressed him in order to raise a protest against the Match result. The EHF delegate informed the club that "it is fully

enough to write the protest directly to the EHF" Office in Vienna by 22 September 2014 (Office hours). The club paid the protest fee of €1.000 (one thousand Euros) in cash to the EHF delegate. Both information were contained in a signed written report from the EHF delegate dated 21 September 2014, 21:34hrs stating as follows:

*"Hereby I confirm on behalf of the EHF:*

*1. [Club Y...] wants to raise a protest against the result of the match played 21/09/2014. It is fully enough to write the protest directly to EHF Vienna Office by 22/09/2014 (Office hours).*

*2. I have received the fee of 1.000€ (one thousand) from [Club X...] in cash, indicating the protest was raised in time."*

3. The Appellant sent a protest to the EHF Office on 22 September 2014, at 11:26hrs.

4. The EHF Office, on 23 September 2014, sent a letter to the Appellant to inform them on the inadmissibility of their protest explaining that no written document was handed over to the EHF delegate of the Match, only an intention to do so. Conditions of Chapter XIII, Article 1.1.1 of the 2014/2015 Women's EHF Champions League Regulations was thus not complied with and underlining that no formal or informal information provided by an EHF delegate can overrule the applicable regulations.

5. On the same day, the Appellant contested the position of the EHF and requested, should the EHF maintain its position, to consider the letter as an appeal against the first instance decision



of the EHF. The Appellant sustained that the EHF delegate rejected the protest of the club; the rejection should thus be regarded as a decision on the protest. The arguments presented in the protest dated 22 September 2014 shall be upheld. An appeal fee of €1.000 was transferred to the bank account of the EHF.

6. On 24 September 2014, the President of the EHF Court of Appeal decided that the appeal was inadmissible. The President found that according to the applicable regulations of the 2014/2015 Women's EHF Champions League, the EHF delegate shall be competent in first instance to decide on the protest. It is established that the Appellant raised a protest after the Match according to the written report of the EHF delegate and the payment of the protest fee. The written report of the EHF delegate cannot be regarded as a first instance decision, only as a protest confirmation. The wrong statement about the deadline to submit a written protest provided by the EHF delegate does not discharge the latter to take a decision. Furthermore, no applicable regulation gives the competence to any other body to act as first instance, the letter of the EHF Office dated 23 September can therefore not be regarded as a decision and no applicable regulations transfers the jurisdiction to the EHF Court of Appeal in case of delinquency.

7. On the same day (24 September 2014), following the decision of the President of the EHF Court of Appeal, the EHF Office sent a letter to the parties to inform them that a decision of the EHF delegate will be taken. According to the principle of due process, the parties were invited to

provide statements and/or materials and information deemed significant for the case.

8. The Appellant sent their final position on 25 September 2014. The club argued in substance the following:

- By awarding the goal, the EHF referees breached Rules 2.3, 2.4 and 9.1 of the IHF Rules of the Game. Indeed, during the execution of the final free-throw which took place at the end of the extra time period, the ball was still in the hand of the player throwing when the automatic final signal took place. The equalising goal of Club Y... was then scored after the automatic final signal.
- The club adds that the goalkeeper was disturbed by the final signal and, additionally, that it is not physically possible to execute a free-throw as Club Y... did, i.e. a player passed the ball to another one who took three steps and released the ball, within only two seconds.
- Finally, the club questions two factual elements. First, prior to the execution of the free-throw, the timekeeper's table informed the teams that the time was over but eventually changed its opinion and informed the teams that still two seconds were left. Second, the referee standing next to the goal, as a first step, did not allow the goal, before changing his mind after a consultation with the other referee and the EHF delegates.
- The club refers to the video of the Match to support their arguments.
- The club requests the EHF delegate to confirm the result of the Match as it was before the final free-throw, i.e. 34:33 in favour of the Appellant.



9. The decision of the EHF delegate was communicated to the parties on September 26, 2014. The EHF delegate decided as follows:

*“Reasoning:*

*a) At the minute 69:58, a free throw was awarded to [Club Y...]. The playing time was by mistake let down to 70:00, and then returned to 69:58, as the play was not re-opened correctly in the meantime. In the end the situation was handled right in line with the IHF Rules of the Game;*

*b) the free-throw at 69:58 was executed correctly;*

*c) the subsequent shot by [Club Y...’s] player No.14 ended in the goal in parallel with the automatic clock signal. Referees decided, after a consultation between the refereeing-delegate and myself, that the goal was valid. Indeed the referee confirmed that she had seen the ball crossed the line at the minute 69:59. The referees gave then a clear signal to accept the goal scored.*

*d) Thereby, this decision of referees was made based on their direct observation and evaluation of facts they have seen on the court. The decision shall therefore be final in accordance with article 6.3 of the EHF Legal Regulations.*

*Decision:*

*The protest is dismissed as inadmissible. Consequently, the result of the match remains as approved by the referees and as written in the match report, i.e. 38:39 for [Club Y...] after 7m throws, 34:34 after extra time, 28:28 after regular 60 minutes playing time.”*

10. The Appellant lodged an appeal against the decision of the EHF Court delegate on the same day. In addition to

the arguments already summarised in point 8 of the present part of the decision, the Appellant argued in substance as follows:

- The body of first instance did not deal with all arguments stressed by the Appellant in the protest of first instance, especially the violation by the EHF referees of Rules 2.3, 2.4 and 9.1 of the IHF Rules of the Game.
- The decision of first instance is in clear contradiction with the facts of the case. The free-throw could not be executed in one second, as suggested in the first instance decision, and none of the EHF referees could both see the clock as well as the goal line at the same time.
- The body of first instance mistakenly refers to the right of the EHF referees and delegates to make decisions based on their observation and evaluation of facts (i.e. article 6.3 of the EHF Legal Regulations) as they do not have the right to overwrite the Rules of the Game.
- The Appellant requests the decision of the EHF delegate to be modified or annulled and to grant the Appellant’s claims detailed in their protest.

11. The EHF Court of Appeal informed the parties of the opening of appeal proceedings as well as of the composition of the panel deciding on the case at second instance on 29 September 2014. The composition of the EHF Court of Appeal panel nominated to decide on the case was also communicated to the parties.

12. On 30 September 2014, the EHF referees sent a report. The report may be summarised as follows:





- At the 69"58 minute of the Match a free-throw was awarded to Club Y... The ball was on the floor and the court referee gave a signal to the timekeeper to be ready for the next two remaining seconds. The EHF referees tried to explain to Club Y... that they had only two seconds left and that it could be better to take possession of the ball without playing until the Match ends in order to have then more time (three seconds) to execute the free-throw. Club Y... refused and took the decision to make a pass before throwing. The EHF officials accepted their decision. The free-throw was correctly executed.
  - The goal referee explains that when the ball crossed the goal line, on the official watch the time was 69"59, which was confirmed by the goalkeeper of Club X... later in the hotel. Due to the noise and the earphone, the goal referee was not sure whether she heard the final signal. Her first reaction was then to not confirm the goal in light of the delicate and complicated situation. The court referee signalled that the execution of the free-throw was correct.
  - Both referees were in permanent communication, and a short consultation took place with the EHF delegates. After this short discussion, the two referees decided to allow the goal as it clearly crossed the line at the 69"56 minute.
  - The situation had to be clearly solved, and the goal referee gave a clear signal that the goal was valid.
  - The decision to allow the goal was made after the agreement of both referees and is based on the above mentioned facts.
13. On the same day, the Defendant provided a statement whereby they request the EHF Court of Appeal to dismiss the statement of appeal. The Defendant contends that the decision of the EHF referees is a factual decision in accordance with Rule 17:11 of the IHF Rules of the Game. The decision was reached after a short consultation which is allowed by Rule 17:7, and, finally, pursuant to Rule 17:11, this factual decision is not subject to appeal.
14. The Appellant provided an additional statement following the report of the EHF referees. The additional arguments not already summarised in the present part of the decision are in substance as follows:
- The uncertainty of the EHF referees cannot prevent the applicability of the IHF Rules of the Game. The goal was not valid and should not have been allowed.
  - The EHF Court of Appeal is requested to ignore the sentence whereby the EHF referees refer to the conversation held with the goalkeeper. On the one hand, there is no confirmation from the goalkeeper of the occurrence of such conversation. On the other hand, it is not physically possible to actively take part in the two last seconds of the Match and to simultaneously look at the scoreboard.
  - The statement of the EHF referees demonstrates that none of them immediately awarded the goal. The goal referee underlining that she could hear a signal but not confirm whether it was the final automatic signal. Only after a discussion with the court referee and both delegates and decision could be taken.



15. For the sake of due process, all documents received within the course of the proceedings were communicated without delay to all parties. The parties did not send any further statement, evidence, material or otherwise document to the EHF Court of Appeal.

## II. Competence

1. Pursuant to Article 1.1.2, Chapter XIII of the 2014/2015 Women's EHF Champions League Regulations, *"any decision taken by an EHF delegate according to the aforementioned provisions may be appealed to the EHF Court of Appeal, acting through and Ad Hoc Commission."*

2. Pursuant to article 22.5 of the EHF Legal Regulations, the EHF Court of Appeal *"is responsible, as second instance, for disciplinary adjudication within the framework of the legal system of the EHF and its member/associated federations, i.e. for punishing violations of Regulations including those of an administrative nature, for deciding upon issues relating to international player transfers between EHF member federations and associated federations as well as upon any other issues relating to international handball competitions in Europe and/or EHF activities, and for settling disputes between handball/EHF related entities and/or individuals."*

3. Since no Ad Hoc Commission had been nominated, according to article 22.5 of the EHF Legal Regulations the EHF Court of Appeal is competent to decide on the present case as second instance. This is not disputed by the parties.

## III. Admissibility of the appeal

4. According to Paragraph 2 of the Introduction of Chapter XIII of the 2014/2015 Women's EHF Champions League Regulations:

*"All legal matters related to the WOMEN'S EHF Champions League not expressly regulated by the present chapter XIII – Legal Matters– shall be governed by the applicable EHF Legal Regulations."*

5. As no Ad Hoc Commission of the EHF Court of Appeal was nominated, the EHF Legal Regulations shall apply to the present proceedings, the admissibility of the appeal shall thus be established on the basis of the EHF Legal Regulations, especially Articles 39.2 and 39.3.

6. Based on the foregoing, the EHF Court of Appeal panel confirms the admissibility of the appeal filed by Club X....

## IV. Decisional Grounds

### A. Protest Admissibility

1. According to Article 1.1.1, Chapter XIII of the 2014/2015 Women's EHF Champions League:

*"The EHF delegate has the right and the obligation to act as juridical body of first instance with regard to any protest related to the Qualification matches of the WOMEN'S EHF Champions League.*

*Any protest regarding any of the WOMEN'S EHF Champions League qualification matches shall be handed over in writing to the responsible EHF delegate within one (1) hour after the end of the relevant match. Moreover, a protest fee of*



*€ 1.000,-- shall be paid by the claimant to the EHF. Such amount shall be paid directly to the EHF delegate or shall be transferred to the EHF bank account at the same time the protest is handed over. A written proof of payment of the protest fee provided within the aforementioned deadline shall be deemed sufficient. If the protest is fully granted, the protest fee is refunded to the claimant; otherwise it is forfeited to the credit of the EHF.*

*The reasons for the protest as well as any relevant statement and document shall be submitted in writing to the responsible EHF delegate by the claimant in English language no later than 9.00 am local time the day after the relevant match.*

*The EHF delegate takes a decision on the protest which may include inter alia disqualification of players or teams no later than 12.00 pm (noon) local time the day after the relevant match. Such decision is announced to the relevant parties."*

2. Based on the report of the EHF delegate, the EHF Court of Appeal notes that the EHF delegate provided wrong information to the Appellant when the latter expressed the intention to raise a protest after a match as a written protest shall have been handed over in writing to the EHF delegate within one (1) hour after the end of the Match.

3. With regard to this mistake, the EHF Court of Appeal underlines that it is a principle that information provided by EHF delegates cannot supersede the applicable regulations, especially since the recipient of such information is a professional club

having acknowledged knowing the applicable regulations.

4. However, in the present case, the EHF Court finds that, pursuant to the aforementioned article, the EHF delegate was not only acting as a simple EHF delegate any longer but as a first instance body having to decide on a protest brought by one of the clubs taking part in the Match. Consequently, as a body of first instance, the EHF delegate had the obligation to decide within the given deadline and he did not do so. In addition, the Appellant believed in good faith the information provided by the body of first instance. The report written and signed by the EHF delegate within the hour following the match whereby he acknowledges the willingness of the Appellant to raise a protest as well as the payment of the protest fee is regarded as a valid proof of the protest receipt. Finally, the decision of inadmissibility from the President of the EHF Court of Appeal dated 24 September 2014 confirms such finding since the President stresses that no other body is competent at first instance.

5. It results from the foregoing that the protest of Club X... is formally admissible.

## **B. Material Grounds**

6. Pursuant to Article 1, Chapter XIII of the 2014/2015 Women's EHF Champions League Regulations:

*"In all matches of the WOMEN'S EHF Champions League, there shall be no valid reasons for protests and protests shall be inadmissible if relating to:*



- *Scheduling of and drawing for matches*
- *Nomination of EHF referees and delegate*
- *Referees' decisions on facts in accordance with the Rules of the Game, including those based on EHF delegate's recommendations"*

7. Pursuant to Article 6.3 of the EHF Legal Regulations:

*"Decisions and actions taken by referees on the playing court, including those based on EHF delegates' recommendations, are factual decisions and shall be final."*

8. Pursuant to the first Paragraph of Rule 17:11 of the IHF Rules of the Game:

*"Decisions made by the referees on the basis of their observations of facts or their judgements are final."*

9. Pursuant to Article 6.4 of the EHF Legal Regulations, that may applied additionally to Articles 6.3 of the EHF Legal Regulations and Paragraph 1, Rule 17:11 of the IHF Rules of the Game:

*"The right to make adjustments that may prove necessary as a result or corrections of the referees' report, or, in the case of obvious error revealed by means of pertinent evidence such as reports by EHF Officials, television footage or video recordings, shall be reserved."*

10. Pursuant to Rule 2:3 of the IHF Rules of the Game:

*"The playing time begins with the referee's whistle for the initial throw-off. It ends with the automatic final signal from the public clock or from the timekeeper. If no*

*such signal comes, the referee whistles to indicate that the playing time is over (17:9)."*

11. Pursuant to Rule 2:3 of the IHF Rules of the Game:

*"Similarly, the throw must be retaken, if the final signal (for half-time or end of game, also in overtime) sounds precisely when a free-throw or a 7-meter throw is being executed or when the ball is already in the air."*

12. Pursuant to Paragraph 2 Rule 9:1 of the IHF Rules of the Game:

*"A goal is scored when the entire ball has completely crossed the goal line (see diagram4), provided that no violation of the rules has been committed by the thrower, a teammate or a team official before or during the throw. The goal line referee confirms with two short whistle signals and hand signal no. 12 that a goal has been scored."*

13. The EHF Court of Appeal panel has thoroughly examined all documents of the case, including the video footage of the situation.

14. It is the opinion and interpretation of the EHF Court of Appeal of Article 6.4 of the EHF Legal Regulations that the EHF Court of Appeal had the right to adjust the result of the Match in this case if the panel finds pertinent evidence that the EHF referees had made an obvious error.

15. Although the video footage reveals that the ball had not crossed the goal line when the automatic final signal took place, the EHF Court of Appeal finds that



the decision of the EHF referees to allow the goal is a decision taken on the basis of their observations from the given situation, i.e. an equalising goal scored during the course of the execution of a free-throw while the final automatic signal was ringing.

16. Regarding the statement of the goal referee whereby she explains that because of the noise on the court and the earphone in her ear she was not sure whether it was the signal she had heard, the EHF Court of Appeal notes that it is a clear proof that the EHF referees were listening to the automatic final signal in order to take their decision. Furthermore, the two EHF referees were in permanent communication and took the decision to allow the goal by mutual agreement.

17. Such decision based on the observation and judgement of the factual situation shall be regarded as a decision made by the EHF referees on the basis of their observations of facts or their judgements, i.e. a factual and also final decision of the EHF referees and not a disrespect of the Rules. The decision shall then not be regarded as an obvious error; the elements available to the EHF referees at the moment of the decision were not of nature to enable a different decision.

18. In light of the foregoing, without regard to the alleged violations of the IHF Rules of the Game, the EHF Court of Appeal decides that the decision to allow the goal taken by the EHF referees on the playing court in this case is a factual decision based on their own observations and therefore in this case shall be final.

19. The EHF Court of Appeal invites the EHF to revise the current on-site proceedings to not have the EHF delegate deciding as a first instance in order to strengthen the basic principles of due process since another independent body could be more appropriate.

## **V. Decision**

The decision of the EHF Court of Appeal is as follows:

The appeal of Club X... is rejected.

The decision of the EHF delegate dated 26 September 2014 is upheld.

The final result of the Match is confirmed.

Based on article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by Club X... shall be forfeited to the credit of the EHF.



**EHF Court of Appeal  
Decision  
Case n° 15 20338 3 2 CoA  
10 March 2015**

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In the appeal case filed by

Club Y..., regarding the suspension Player  
X...

Panel

Jens Bertel Rasmussen (Denmark)  
Lucio Correia (Portugal)  
Milan Petronijevic (Serbia)

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*Direct disqualification; Unsportsmanlike  
conduct; Recidivism.*

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**I. Facts**

1. The match of the 2014/2015 VELUX EHF Champions League Group Phase (Round 9): Club Z... vs. Club Y..., took place on February 12, 2015 (hereinafter the "Match").

2. Player X... of Club Y... (hereinafter also the "Player" and the "Club") was sanctioned by the EHF referees with a direct disqualification at the 56"40 minute of the Match. According to the EHF referees, the Player strongly pushed an opponent while the latter was in the air. The opponent lost his body control and fell to the floor. No injury was caused.

3. The EHF (hereinafter also the "Respondent") thereafter filed a claim with the EHF Court of Handball, which opened disciplinary proceedings against the Player for unsportsmanlike conduct on February 16, 2015.

4. The decision of the EHF Court of Handball was communicated to the parties on February 19, 2015. The first instance decided as follows:

*"In light of all the elements, in accordance with the EHF legal bodies' case law and pursuant to articles 12.1, 12.2, 15.1, 16.1 d) of the EHF Legal Regulations and B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on [the Player] a two (2) match suspension from participation in EHF club competitions."*

5. Club Y... (hereinafter the "Appellant" or the "Club") lodged an appeal on February 25, 2015, against the decision of the EHF Court of Handball. The Appellants request the EHF Court of Appeal to reduce the suspension impose on the Player to one (1) match in order to allow him to play the next match of the Club since he already served one (1) match.

6. The Appellant explains in substance that on the one hand, the video clearly shows that the opponent has the ball in his right hand and the Player came from this side to "capture the ball, or to hold the opponent's body", however he unintentionally pushed the opponent. On the other hand, the Appellant requests the EHF Court of Appeal to not take into consideration the argument of the EHF Court of Handball to regard as an aggravating circumstance the previous suspension imposed on the Player within the course of a national team match since it has an impact on the Club.

7. The EHF Court of Appeal informed the parties on the opening of appeal proceedings as well as on the composition of the panel deciding on the case at





second instance on February 26, 2015. The parties were invited to provide statements and/or materials and information deemed significant for the case.

8. No additional statements and/or documents were sent to the EHF Court of Appeal.

## II. Decisional Grounds

1. Article 6.3 of the EHF Legal Regulations states that decisions and actions taken by referees on the playing court are factual decisions and shall be final. The EHF Court of Appeal may therefore not examine or revise decisions of EHF referees made on the playing field.

2. It results from the foregoing that the EHF Court of Appeal panel will not analyse whether the decision of the EHF referees to directly disqualify the Player at the 56"40 minute of the Match is correct according to the IHF Rules of the Game. This decision is final.

3. However, pursuant to article 12.1 of the EHF Legal Regulations, if a disciplinary case is brought to the EHF Court of Appeal, the Court shall decide at its own discretion the type and extent of sanctions and measures to be imposed on a player, within the frame of the EHF Legal Regulations and EHF List of Penalties, after having taken into consideration the objective and subjective elements of the case as well as the possible mitigating and/or aggravating circumstances. Article 12 of the EHF Legal Regulations further states: *"If a party is not found guilty, proceedings shall be dismissed."*

4. The EHF Court of Appeal panel should therefore examine the action which took place and led to disciplinary proceedings to be opened according to the evidence in hands and decide independently from any sanction imposed during the match, whether this action deserves an additional sanction.

5. The EHF Court of Appeal panel has thoroughly examined all documents of the case: the statements of the parties, the report of the EHF referees and the video of the Match.

6. Regarding the arguments brought forward by the Appellants according to which the Player was coming from the same side as the opponent's arm holding the ball, and could thereby grab the ball or hold the opponent's body. The EHF Court of Appeal stresses that although it is correct that the Player came from the same side as the opponent's throwing arm, the video clearly shows that by pushing with both arms the opponent into the chest, the Player solely directed his action at the opponent's body.

7. Furthermore, by coming from the side, the Player did not allow the opponent to protect himself from the impact since the latter was fully focused on the goal and could not see the Player reaching him. This very argument is demonstrated by the violence with which the opponent fell on his back to the floor. The EHF Court of Appeal agrees with the first instance body in finding that the Player's position, as well as the opponent's motion who had already pushed off into a jump, did not allow the Player to fairly play the ball without seriously endangering the opponent's health.





8. Consequently, contrary to the Appellant's argument and in line with the EHF Court of Handball, the EHF Court of Appeal finds that at no time the Player intended to intercept the ball or stop the opponent in a regular way. The foul of the Player is regarded as intentional, reckless, malicious and likely to endanger the opponent's physical integrity. The EHF Court of Appeal wished to point out that such behaviour does not belong to the sport handball and must not be tolerated on the playing court.

9. Besides, and as underlined by the EHF Court of Handball, the foul was committed in order to prevent a shot on goal during a decisive moment to safeguard the score of the Match. Such a conduct meets the characteristics of an unsportsmanlike behaviour deserving further sanction.

10. Regarding the argument of the Appellant according to which the EHF Court of Appeal is requested to not take into consideration the previous sanction imposed on the player during a national team match, the EHF Court of Appeal finds that article 13 of the EHF Legal Regulations does not set forth any limitation as of the competition in which the penalty occurs but only a principle solely based on the recurrence of the infringement. Thus, the EHF Court of Appeal finds that the first instance body correctly regarded the previous similar infringement of the Player, i.e. unsportsmanlike conduct during the 2016 Men's European Championship Play-offs, as an aggravating circumstance.

11. Regarding the proportionality of the sanction, the EHF Court of Appeal notes that the sanction imposed on the Player by the EHF Court of Handball is within the low range of sanctions being foreseen in the applicable article B.1 of the EHF list of Penalties and is, in light of the violence of the foul, regarded as adequate and proportionate. Furthermore, the EHF Court of Appeal recalls that the EHF Court of Handball took into consideration the mitigating circumstances and thereby agrees with such finding.

### **III. Decision**

The decision of the EHF Court of Appeal is as follows:

The appeal of the Club is rejected.

The decision of the EHF Court of Handball n°1520338731 dated February 19, 2015 is upheld.

The Player is suspended from participation in EHF club team competitions for two (2) matches.

The Player having already served a suspension of one (1) match, he is therefore not entitled to participate in the next 2014/2015 VELUX EHF Champions League match.

According to article 16.2 of the EHF Legal Regulations, the Player may enter the playing hall as a spectator but shall not participate in the match preparation activities, enter in Officials Areas nor be in contact with players and/or officials of the Club.