



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

SECOND SECTION

CASE OF YOKUŞLU v. TÜRKİYE

(Application no. 489/24)

JUDGMENT

Art 6 § 1 (civil) • Independent and impartial tribunal • Continued deficiencies in practice and lack of sufficient safeguards, despite improvements brought by legislative reform, of the Arbitration Committee of the Turkish Football Federation (TFF), that dismissed, in compulsory arbitration proceedings, a football player's request to set aside the TFF's refusal to revoke the termination notice of his contract with a football club • Art 6 applicable • Regulation of the Committee members' legal liability and the recusal procedure when members were challenged by the parties, did not entirely satisfy the Convention standards identified in *Ali Rıza and Others v. Turkey* • Introduction of four-year-term of office of Arbitration Committee members detached from that of the Board of Directors not effective in practice • Fear of lack of independence and impartiality especially pronounced in case-circumstances as impugned dispute concerned a direct challenge to a decision of the TFF Board of Directors itself

Art 8 • *Ratione materiae* • Art 8 not applicable following consequence-based approach as set out in *Denisov v. Ukraine* [GC] • In case-circumstances impugned decision did not have sufficiently serious consequences for the applicant's private life

Art 46 • Execution of judgments • Need for general measures to address structural nature of deficiencies affecting the independence and impartiality of the TFF Arbitration Committee

Prepared by the Registry. Does not bind the Court.

STRASBOURG

6 January 2026

FINAL

11/05/2026

*This judgment has become final under Article 44 § 2 of the Convention.
It may be subject to editorial revision.*

In the case of Yokuşlu v. Türkiye,

The European Court of Human Rights (Second Section), sitting as a Chamber composed of:

Arnfinn Bårdsen, *President*,

Saadet Yüksel,

Jovan Ilievski,

Péter Paczolay,

Gediminas Sagatys,

Juha Lavapuro,

Hugh Mercer, *judges*,

and Dorothee von Arnim, *Deputy Section Registrar*,

Having regard to:

the application (no. 489/24) against the Republic of Türkiye lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Turkish national, Mr Kutay Yokuşlu (“the applicant”), on 28 December 2023;

the decision to give notice to the Turkish Government (“the Government”) of the complaints concerning Articles 6 (regarding the proceedings before the Arbitration Committee) and 8 of the Convention and to declare the remainder of the application inadmissible;

the parties’ observations;

Having deliberated in private on 2 December 2025,

Delivers the following judgment, which was adopted on that date:

INTRODUCTION

1. The application concerns the complaints regarding the independence and impartiality of the Arbitration Committee of the Turkish Football Federation (“TFF”), the applicant’s right of access to a court, the right to a reasoned judgment and the right to respect for his private and family life.

THE FACTS

2. The applicant was born in 1999 and lives in İzmir. He was represented by Mr A. Pirşen, a lawyer practising in Istanbul.

3. The Government were represented by their Agent, Mr Abdullah Aydın, Head of the Department of Human Rights of the Ministry of Justice of the Republic of Türkiye.

4. The facts of the case may be summarised as follows.

I. PROCEEDINGS BEFORE THE ARBITRATION COMMITTEE

5. At the time of the events giving rise to the present application, the applicant, a professional football player, was playing for the Altay Sports

Club (“the Club”), which was then competing in the Turkish First league. On 24 May 2023 the applicant’s lawyer sent a formal notice to the Club stating that the applicant would terminate his contract 30 days after receipt of the notice if his outstanding salary was not paid.

6. The Club paid the applicant’s salary on 12 June 2023. However, as the applicant failed to inform his lawyer that the payment had been made, his lawyer filed a contract termination notice with the TFF on 3 July 2023.

7. Subsequent to the communication of the contract termination notice, the TFF registered the notification of termination in its official records on 14 July 2023 and cancelled the applicant’s registration with the Club, giving legal effect to it.

8. On 24 July 2023 the applicant’s lawyer and the Club lodged a request with the TFF seeking to retract the termination notice. They submitted that the notice of termination had been sent to the TFF by mistake as a result of a lack of communication between the applicant and his lawyer at the relevant time.

9. On 9 August 2023 the Board of Directors of the TFF rejected the applicant’s request, noting that the declaration of the termination in question had given rise to a new legal situation (*yenilik doğuran işlem*) which could not be reversed under domestic law.

10. On 17 August 2023 the applicant lodged an application with the Arbitration Committee of the TFF, asking for the decision of 9 August 2023 to be set aside.

11. On 25 August 2023 the Arbitration Committee dismissed the application and informed the parties of its summary decision, stating that the Board of Directors’ decision had been in accordance with the applicable procedure and regulations.

12. The reasoned decision of the Arbitration Committee was served on the applicant on 4 June 2024. The Arbitration Committee noted that professional football players’ contracts did not bear consequences solely within the scope of the parties’ will. As those contracts, as well as their termination, were registered within the framework determined by the TFF pursuant to the relevant laws and directives, their effects and consequences were beyond the parties’ will. According to the Arbitration Committee, once a termination notice had been filed and registered with the TFF, it could no longer be revoked. Therefore, the Board of Directors’ decision to reject the applicant’s request had not disclosed any irregularity.

13. In their observations, the Government submitted that FIFA (the *Fédération Internationale de Football Association*) had banned the Club from signing new players during the winter break of the 2021-22 season, owing to its outstanding debt to former foreign players. As a result of that ban, which remained in effect during the 2022-23 season, the Club was prevented from signing contracts with players. Moreover, the applicant was prevented from making a new contract with the Club.

II. TFF PRESIDENT’S SPEECHES AND PRESS RELEASES

14. During the extraordinary general assembly meeting of 16 June 2022, the TFF’s Congress elected, *inter alia*, the president and the Board of Directors of the TFF. In his inauguration speech, the elected president of the TFF made a call for all TFF committees, including the existing members of the Arbitration Committee, to resign for the purpose of starting with a clean slate. His statement was published on the TFF’s official website. After the members had resigned, the Board of Directors appointed a chairperson, six regular and six substitute members to the Arbitration Committee on 8 July 2022.

15. On 18 July 2024, during the regular general assembly meeting of the TFF’s Congress, the president and members of the Board of Directors were elected. In a press statement, the newly elected president of the TFF asked all committee members to resign, using the proverb “a horse neighs according to its rider”. On 22 July 2024 the official TFF website announced the new composition of the Arbitration Committee, including its new chairperson and its regular and substitute members.

RELEVANT LEGAL FRAMEWORK AND PRACTICE

16. The relevant legal framework can be found in *Ali Rıza and Others v. Turkey* (nos. 30226/10 and 4 others, §§ 45-127, 28 January 2020).

I. LEGISLATIVE AMENDMENTS MADE TO LAW NO. 5894 AND TFF STATUTES AND DIRECTIVES

17. Following the Court’s finding that the Arbitration Committee did not comply with the requirements of independence and impartiality (see *Ali Rıza and Others*, cited above, §§ 201-23) the TFF’s Congress, at their general assembly of 28 July 2021, made a number of amendments to the statutes of the TFF (“the TFF Statutes”), which were published in the Official Gazette on 11 August 2021. Those amendments stated that the members of the Arbitration Committee had to be appointed by the Congress and serve a term limited to four years. The amendments in question were, however, repealed and superseded by new provisions pursuant to the amendments introduced to Law no. 5894 on the establishment and duties of the Turkish Football Federation (“the TFF Law”) by Law no. 7405 on sports clubs and sports federations, which entered into force on 22 April 2022.

18. Accordingly, at the time of the present dispute, that is to say when the Board of Directors of the TFF refused the applicant’s request, the provisions governing the main first-instance committees and the Arbitration Committee, set out in the TFF Law as amended by Law no. 7405, were in force and provided as follows:

Section 5 – First-instance legal committees of the TFF

1. The first-instance legal committees of the Turkish Football Federation (the TFF) shall primarily consist of the following bodies:

- (a) Dispute Resolution Committee;
- (b) Disciplinary committees;
- (c) Club Licensing Committee;
- (ç) Ethics Committee.

...

3. In the absence of an appeal before the Arbitration Committee within seven days – commencing from the date of publication for directives relating to the management and discipline of football activities, or from the date of notification for decisions of the first-instance legal committees – such directives and decisions shall become final. No legal remedy may be pursued against them.

4. The first-instance legal committees shall be composed of members appointed by the Board of Directors. The term of office of the chairpersons and members of these committees shall be four years, independent of the term of office of the Board of Directors. No replacement member shall be appointed unless a member resigns or is deemed to have vacated their post. The members shall elect from among themselves a vice-chairperson and a rapporteur. In the event of a vacancy, any newly appointed member shall serve for the remainder of the term. The procedures and principles governing the operation of these committees shall be regulated by the TFF Statutes and relevant directives.

5. Members of the first-instance legal committees shall perform their duties independently and impartially and are obliged to preserve such independence and impartiality throughout their term of office. No authority, institution, body or individual may issue instructions, recommendations or suggestions to the committees in the exercise of their powers. Members shall not concurrently serve on any other board or body of the TFF, nor within any legal entities directly affiliated with TFF members.

6. Except for the provincial disciplinary committees, all chairpersons and members of the first-instance legal committees shall, within no later than one week of their appointment by the Board of Directors, submit a written declaration stating the absence of any impediment to their impartial and independent performance of duty, and shall take an oath to this effect in the presence of the Board of Directors.

7. Prior to accepting their position, and throughout the adjudication process, the chairpersons and members of the first-instance legal committees must disclose in writing any situation or circumstance – including, but not limited to, conflicts of interest – that may cast legitimate doubt on their independence or impartiality.

8. Where there exist reasonable grounds for serious doubt as to their impartiality or independence, members of the first-instance legal committees shall recuse themselves from the relevant file without delay.

9. The first-instance legal committees shall conduct arbitration proceedings at first instance in a fair and impartial manner, respecting the principle of equality of arms and the right to be heard.

Section 6 – Arbitration Committee

1. The Arbitration Committee shall serve as an independent and impartial mandatory arbitration body under this Law and constitutes the highest legal authority within the TFF. It shall possess final jurisdiction to review appeals lodged against decisions of the competent TFF bodies and committees, pursuant to the provisions of the TFF Statutes and relevant directives.

2. The Arbitration Committee shall comprise one chairperson and six regular and six substitute members, selected by the Board of Directors from among jurists with a minimum of ten years of professional experience. Members shall, within one week of their appointment by the Board of Directors, submit a written declaration stating that there exists no impediment to performing their duties independently and impartially, and shall take an oath to that effect before the Board of Directors. At its first meeting, the Committee shall elect from among its members a vice-chairperson and a rapporteur.

3. The term of office of the Arbitration Committee members shall be four years from the date of commencement, independent of the term of office of the Board of Directors. Unless a member resigns or is deemed to have vacated their position, no replacement shall be appointed. Any new member appointed to a vacant seat shall serve the remainder of the original term.

4. Members of the Arbitration Committee shall discharge their functions in full independence and impartiality and in accordance with the provisions set forth in the TFF Statutes and relevant directives. No authority, institution, body or individual may issue instructions or guidance, nor make recommendations or suggestions, concerning the performance of the Committee's duties.

5. The Arbitration Committee shall review appeals against decisions and regulations relating to the management and discipline of football activities issued by the TFF's competent bodies and committees and shall render final decisions thereon. The time-limit for lodging appeals is seven days from the date of publication (for directives) or notification (for decisions).

6. Decisions of the Arbitration Committee concerning the management and discipline of football activities shall be final. In all other matters, the Committee's decisions may be subject to annulment proceedings within one month from the date of notification, in accordance with Article 439 of the Code of Civil Procedure of 12 January 2011.

7. Members of the Arbitration Committee shall not serve on any other board or body of the TFF, nor may they be employed by any legal entities affiliated with or directly connected to TFF members during their term of office.

8. The duties and powers of the Arbitration Committee, the qualifications, obligations, responsibilities and rights of its members, and its rules of procedure – including the submission, examination and adjudication of appeals – shall be regulated by the TFF Statutes and relevant directives.

19. Moreover, a provisional section 2 was added to the TFF Law with a view to clarifying the situation of the committee members who were serving on the relevant TFF committees at the time. It provided, in so far as relevant, as follows:

“The terms of office of the members of the first-instance legal committees and the Arbitration Committee who are in office on the date of entry into force of the amendments made to sections 5 and 6 by the Law introducing this section shall expire

at the end of four years from the date on which these committee members commenced their duties.

With the exception of the provincial disciplinary committees, the members of the first-instance legal committees and the Arbitration Committee shall, at the first meeting to be held following the entry into force of this section, submit a written declaration stating that there is no impediment to their performance of their duties in an impartial and independent manner and shall take an oath, in the presence of the members of the Board of Directors, to perform their duties impartially and independently.”

20. The relevant amended provisions of the TFF Statutes, as in force at the time of events, provided, in so far as relevant, as follows:

Article 5

“Members of the legal committees may not be held liable for decisions rendered in the course of their duties, except in cases of serious fault [*ağır kusur*].”

Article 61 – Arbitration Committee

“1. The Arbitration Committee shall consist of a Chairperson and 6 regular members as well as 6 substitute members, all appointed by the Board of Directors from among jurists with no less than 10 years of professional experience.

Members of the Committee may not be members of clubs subject to the jurisdiction of the legal committees of the TFF, nor may they be shareholders, executives or members of supervisory boards of affiliated companies of such clubs.

The chairperson and members of the Arbitration Committee shall, within no later than one week following their appointment by the Board of Directors, submit a written declaration affirming the absence of any impediment to performing their duties in a manner that is impartial and independent, and shall take an oath in the presence of the Board of Directors, undertaking to perform their duties with impartiality and independence.

2. The term of office of the Arbitration Committee shall be four years and shall not be bound by the term of office of the Board of Directors. The members shall elect from among themselves a vice-chairperson and a rapporteur.

3. During their term of office, members of the Arbitration Committee may not hold any other office within the TFF or its bodies. Nor may they serve within legal entities governed by private law that are members of the TFF or directly affiliated with such members. Persons serving on the boards of sports federations or clubs may not be appointed to the Arbitration Committee unless they have resigned from such posts. Individuals sanctioned by disciplinary committees with penalties exceeding six months shall also be ineligible for membership.

4. Members of the Arbitration Committee shall perform their duties with full impartiality and independence, in accordance with the provisions of the TFF Statutes and the relevant regulations.

No entity, authority, body or person may give instructions or orders to the Committee or make recommendations or suggestions regarding its jurisdiction or duties.

No new member shall be appointed unless a current member resigns or is deemed to have withdrawn. In the event of a vacancy owing to death, resignation or other causes, the Board of Directors shall appoint a substitute member from among the designated

substitutes. The newly appointed member shall serve for the remainder of the original term.

5. The quorum for meetings of the Committee shall be five. Decisions shall be taken by an absolute majority of those present. In the event of a tie, the chairperson shall have the casting vote.

6. The Arbitration Committee may request opinions, information and documents from the relevant parties concerning matters brought before it and may collect all necessary evidence. Where deemed appropriate, the Board may summon and hear the parties concerned.

7. The Committee shall carry out its proceedings in accordance with the provisions of the TFF Statutes, as well as applicable FIFA and UEFA [the Union of European Football Associations] rules and relevant procedural laws. Upon completion of its review, the Committee shall issue a decision accepting, rejecting or partially accepting the application, including acceptance in an amended form.

8. The decisions of the Arbitration Committee shall be implemented by the President of the Federation and the Secretary General.

9. The procedural and substantive rules governing the functioning of the Arbitration Committee, including the application process, the review of applications and decision-making procedures, shall be established by a regulation to be issued by the Board of Directors.”

21. Lastly the Board of Directors in their resolution of 29 June 2022 introduced a number of amendments to the Arbitration Committee Directive (*Tahkim Kurulu Talimatı*) which thereafter provided, in so far as relevant, as follows:

Article 3 – Composition of the Arbitration Committee

“The Arbitration Committee shall be composed of a chairperson and six regular and six substitute members appointed by the Board of Directors.

The chairperson and members, whether regular or substitute, must meet the following criteria:

- (a) the individual must be a jurist with at least 10 years of professional experience;
- (b) if the individual is a lawyer, he or she must not have received any disciplinary sanction from the bar association with which he or she is registered;
- (c) the individual must submit a declaration of assets in accordance with this provision within one month;
- (d) the individual must provide a certified criminal record including archived records;
- (e) the individual must not be a member, shareholder, executive or auditor of a club or its affiliates subject to the jurisdiction of the legal committees of the TFF;
- (f) the individual must not be employed by any member or club affiliated with the TFF;
- (g) the individual must not hold any office within the TFF’s Board of Directors, its permanent or temporary committees, or the General Secretariat.

When appointing members, those selected from the list of candidates must:

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- (a) hold a postgraduate degree in law or sports law;
- (b) include at least one member with experience in criminal law;
- (c) include at least one female member;
- (d) have not served more than eight years in total in TFF legal committees;
- (e) include at least one member with judicial or prosecutorial experience;
- (f) include at least one member serving as a law faculty academic.

At its first meeting, the Committee shall elect from among the regular members a vice-chairperson and a rapporteur. In the absence of both the chairperson and the vice-chairperson, the most senior member by age shall preside.

The term of office of the Arbitration Committee shall be four years and shall not be linked to the term of office of the Board of Directors. Notwithstanding the expiry of this term, members shall continue to serve until their successors take office.

Appointments shall adhere to FIFA and UEFA criteria. Persons who serve on the boards of autonomous federations or clubs, or those who have received disciplinary sanctions exceeding six months, shall be ineligible for membership.

Members are obligated to perform their duties with full impartiality and independence, in accordance with the TFF Statutes and the provisions of this Regulation. No body, authority, office or individual may issue instructions or directives to the Committee, nor offer recommendations or suggestions.

Unless a member resigns or is deemed to have withdrawn, no new member may be appointed. In the event of death, resignation or other forms of vacancy, the Board of Directors shall appoint a substitute from among the designated alternatives, who shall serve for the remainder of the term.

Should all regular and substitute members vacate their posts, or the minimum membership requirement not be met, the Board of Directors shall appoint new members for the remaining term.

Within one week of their appointment, the chairperson and members must submit the written declaration found in Annex 1 affirming that no impediment to their impartiality or independence exists, and must take the oath found in Annex 2 before the Board of Directors.

The declaration of assets must be submitted in a sealed envelope to a notary, and a receipt thereof must be presented to the TFF. If requested by the TFF legal committees or competent authorities, the declaration shall be submitted to the TFF.

Failure to submit or disclose the declaration of assets shall result in the chairperson or member being deemed to have resigned.”

Article 12 – Quorum and voting

“Decisions of the Arbitration Committee shall be taken by an absolute majority of the members present at the meeting.

For urgent matters, the Committee may deliberate and decide via teleconference, videolink, or any similar means.

Voting is mandatory and abstentions are not permitted. Any member who fails to vote without a valid excuse shall be considered absent from the meeting.

In the event of a tie, the vote of the chairperson shall prevail.”

Annex 1

Declaration of acceptance of office, independence, impartiality and eligibility for duty

“In accordance with Law No. 5894 on the establishment and duties of the Turkish Football Federation, the TFF Statutes and relevant regulations:

(a) I hereby accept my appointment as chairperson/member of the Arbitration Committee.

(b) I acknowledge that I am bound by the provisions of Law No. 5894, the TFF Statutes and the regulations issued thereunder.

(c) I confirm that I meet the qualifications and conditions set out in Law No. 5894, the TFF Statutes and relevant regulations, and that I shall comply with these conditions throughout my term of office.

(ç) I undertake not to be employed by or provide services to any member or club affiliated with the Turkish Football Federation, and not to hold any position within the TFF Board of Directors, its permanent or temporary committees, or the General Secretariat.

(d) I hereby declare and undertake that I shall perform my duties with full independence and impartiality; that I am obliged to remain impartial and independent throughout my term; and that I shall not accept instructions, orders, suggestions or recommendations from any authority, office, institution or individual.

(e) I undertake to avoid any conflict of interest during my term and to disclose any relationship or interest that could potentially give rise to such a conflict before taking office. Should any conflict of interest as defined in the TFF Statutes or regulations arise, I shall withdraw from the relevant case or resign from my post.

I hereby declare and undertake all the above.”

Annex 2

Oath before taking up duties

“I solemnly swear, upon my honour, dignity and all the values I hold sacred, to perform the duties of chairperson/member of the Arbitration Committee with independence, impartiality, integrity and respect for justice; to remain free from all forms of influence and concern; to uphold fundamental rights and freedoms; to act in accordance with the fundamental principles of law; to respect the principle of equality before the law and the rule of honesty; and to follow only the dictates of my conscience in the execution of my duties.”

II. CODE OF CIVIL PROCEDURE

22. The relevant provision setting out the liability of judges in connection with their duties provides as follows:

**Legal liability of the judge
State liability and recourse
Article 46**

“1. A compensation lawsuit may be filed against the State based on the following grounds owing to judges’ judicial activities:

(a) if an unlawful judgment or decision has been rendered on account of favouritism, bias, or hostility or animosity toward one of the parties;

(b) if an unlawful judgment or decision has been rendered on account of a benefit provided or promised;

(c) if a judgment or decision has been rendered in violation of a legal provision that is so clear and definite that it cannot be interpreted otherwise;

(ç) if a judgment has been rendered based on a reason not included in the hearing minutes;

(d) if the hearing minutes or judgments/decisions have been altered or falsified, or if a statement not made during the proceedings was recorded as if it had been said and affected the judgment or decision, and a judgment was rendered based on this;

(e) if the execution of a right has been deliberately avoided.

2. Filing a compensation lawsuit shall not be conditional upon the initiation of a criminal investigation or a conviction against the judge.

3. The State shall have the right to recourse against the responsible judge within one year from the date of payment of compensation.”

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

23. The applicant complained that the proceedings before the Arbitration Committee had not met the requirements of independence and impartiality, as required by Article 6 § 1 of the Convention. He further complained under the same provision that the summary decision of the Arbitration Committee did not contain any reasoning and the continued non-issuance of the reasoned decision impaired his right of access to a court. The relevant part of Article 6 § 1 of the Convention provides as follows:

“In the determination of his civil rights and obligations ... everyone is entitled to a fair ... hearing ... by an independent and impartial tribunal established by law...”

A. Admissibility

24. The Government argued that the impugned proceedings before the TFF concerned a dispute arising out of the administration of football, to which Article 6 § 1 of the Convention did not apply.

25. The applicant maintained his arguments.

26. The Court reiterates that for Article 6 § 1 in its civil limb to be applicable, there must be a “dispute” (“*contestation*” in French) regarding a

“right” which can be said, at least on arguable grounds, to be recognised under domestic law, irrespective of whether it is protected under the Convention. The dispute must be genuine and serious; it may relate not only to the actual existence of a right but also to its scope and the manner of its exercise; and, finally, the result of the proceedings must be directly decisive for the right in question, mere tenuous connections or remote consequences not being sufficient to bring Article 6 § 1 into play (see *Denisov v. Ukraine* [GC], no. 76639/11, § 44, 25 September 2018; *Grzęda v. Poland* [GC], no. 43572/18, § 257, 15 March 2022; and *Grosam v. the Czech Republic* [GC], no. 19750/13, § 108, 1 June 2023, all with further references). Lastly, the right must be a “civil” right (see *Grzęda*, cited above, § 257, and *Verein KlimaSeniorinnen Schweiz and Others v. Switzerland* [GC], no. 53600/20, § 595, 9 April 2024).

27. The Court further reiterates that the character of the legislation which governs how the matter is to be determined (civil, commercial, administrative law, and so on) and that of the authority which is invested with jurisdiction in the matter (ordinary court, administrative body, and so forth) are not of decisive consequence (see *Bochan v. Ukraine (no. 2)* [GC], no. 22251/08, § 43, ECHR 2015).

28. The Court notes that the dispute brought before the Arbitration Committee concerned the request for the revocation of the termination notice of the applicant’s contract with the Club. The purpose of the revocation request, which was submitted jointly by the applicant and the Club, was to enable the parties to resume their contractual relationship and to avert the negative consequences of an official termination notice which was allegedly made by mistake. The refusal of the TFF had a direct and immediate impact on the applicant’s contractual rights and freedoms in the exercise his professional activity. The proceedings before the Arbitration Committee were thus decisive for the determination of the applicant’s civil rights and obligations. Consequently, the relevant guarantees of Article 6 § 1 applied to those proceedings.

29. The Court further notes that his complaint is neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. It must therefore be declared admissible.

B. Merits

1. Independence and impartiality of the Arbitration Committee

(a) Preliminary considerations

30. The Court reiterates that in *Ali Rıza and Others v. Turkey* (nos. 30226/10 and 4 others, 28 January 2020) it found a violation of Article 6 of the Convention, noting that the Arbitration Committee’s structural and institutional dependence on the Board of Directors coupled with the absence

of adequate safeguards against external pressures constituted a systemic problem in the settlement of football disputes in Türkiye (ibid., §§ 212-22 and 241). The Court, ruling under Article 46 of the Convention, therefore called upon the Respondent State to adopt a series of general measures aimed at reforming the system for resolving football disputes (ibid., § 242). The Court further notes that the supervision of the execution of that judgment is currently pending before the Committee of Ministers.

31. The Court notes that the parties have referred extensively to the legislative amendments in 2022 which were carried out with a view to remedying the violation found by the Court in *Ali Rıza and Others* (cited above). It was the Government's position that these legislative reforms complied with the requirements of that judgment, whereas the applicant maintained that the Arbitration Committee still suffered from shortcomings identified by the Court.

32. The Court therefore considers it necessary to emphasise at the outset that its assessment in the present case is confined to determining whether the Arbitration Committee which decided on the applicant's dispute was independent and impartial as required by Article 6 § 1 of the Convention and not whether the Respondent State has fulfilled its obligation to comply with the general measures indicated in the judgment of *Ali Rıza and Others* (cited above). It reiterates that, subject to monitoring by the Committee of Ministers, the respondent State remains free to choose the means by which it will discharge its legal obligation under Article 46 of the Convention, provided that such means are compatible with the conclusions set out in the Court's judgment. For its part, the Court cannot assume any role in this dialogue (*Lyons and Others v. the United Kingdom* (dec.), no. 15227/03, ECHR 2003 - IX). Consequently, it would not consider that a State had violated the Convention because it had not taken one or another of those measures in the execution of one of its judgments (see, for example, *Moreira Ferreira v. Portugal* (no. 2) [GC], no. 19867/12, § 102, 11 July 2017).

33. However, the Committee of Ministers' role in the sphere of execution of the Court's judgments does not prevent the Court from examining a new application concerning measures taken by a respondent State in the context of executing a previous judgment, where that application contains relevant new information relating to issues undecided by the initial judgment (see, *Verein gegen Tierfabriken Schweiz (VgT) v. Switzerland* (no. 2) [GC], no. 32772/02, § 62, ECHR 2009, and the *United Macedonian Organisation Ilinden – PIRIN and Others v. Bulgaria* (no. 2), nos. 41561/07 and 20972/08, §§ 63 and 67, 18 October 2011). This is evident since the present application requires the Court to examine whether the Arbitration Committee, which was established and has operated under amended rules, could be considered independent and impartial, and, moreover, to do so in relation to a different applicant.

34. That said, the shortcomings identified by the Court in *Ali Rıza and Others* (cited above), which previously prevented the Arbitration Committee from being regarded as independent and impartial, remain relevant for the examination of the present application.

(b) The parties' submissions

35. The applicant argued that, despite the amendments made to the law and regulations concerning the composition, term of office and eligibility requirements of the Arbitration Committee, those revisions still fell short of the standards required by the Court in *Ali Rıza and Others* (cited above), particularly in ensuring the Committee's structural independence and impartiality as mandated by Article 6 § 1 of the Convention. The applicant further argued that, in practice, the Arbitration Committee continued to be dependent on the Board of Directors. He submitted that both in 2022, after the amendments in question had come into effect, and in 2024, when a new Board of Directors had been elected by the Congress, the newly elected presidents of the TFF had made public calls requiring all TFF committee members, including the Arbitration Committee to resign (see paragraphs 14 – 15 above). When making that call in 2024, the new president had used the proverb: "a horse neighs according to its rider". It was therefore the applicant's position that the Arbitration Committee could not be considered an independent and impartial tribunal.

36. Referring to the legislative amendments in 2022 (see paragraphs 18 - 21 above), the Government submitted that the Arbitration Committee which had decided on the applicant's case had been composed of individuals who had met the qualifications set out in the Arbitration Committee Directive, and who had taken office on 20 July 2022 by swearing an oath and signing "the Declaration of acceptance of office, independence, impartiality and eligibility for duty" (see paragraph 21 above). They therefore considered that the structural deficiencies identified by the Court in *Ali Rıza and Others* (cited above) had been remedied and that the applicant's case had been heard by an independent and impartial tribunal.

(c) The Court's assessment

37. The Court reiterates that Article 6 of the Convention does not preclude the establishment of arbitral tribunals. However, when arbitration is compulsory, in the sense of being required by law and parties having no option but to refer their dispute to an arbitral tribunal, as was the case here, the arbitral tribunal must afford the safeguards secured by Article 6 § 1 of the Convention (see *Ali Rıza and Others*, cited above, §§ 173-74 with further references, and more recently, *Semenya v. Switzerland* [GC], no. 10934/21, § 198, 10 July 2025).

38. In *Ali Rıza and Others* (cited above) the Court found that the Arbitration Committee did not fulfil the requirements of an independent and impartial tribunal. In coming to that conclusion, it pointed out the existence of a representational imbalance between football clubs and other stakeholders in the composition of the Congress and the Board of Directors, the latter having exclusive jurisdiction in appointing the members of the Arbitration Committee, and found that the vast powers of the Board of Directors over the organisation and operation of the Arbitration Committee, coupled with the absence of adequate safeguards protecting the Committee members from outside pressures created a legitimate doubt as to their independence and impartiality (ibid., §§ 212-22). It then called on the Respondent State to make the necessary reforms with a view to detaching the Arbitration Committee structurally and operationally from the Board of Directors (ibid., §§ 241-42).

39. Having regard to its findings in *Ali Rıza and Others* (cited above) the Court will now examine whether the Arbitration Committee, which examined the applicant's case and which was composed in accordance with the legislative amendments, enjoyed a sufficiently independent and impartial status, in particular *vis-à-vis* the Board of Directors and against outside pressures.

(i) *Representational imbalance in the bodies of the TFF*

40. The Court notes that there has not been any amendment in the composition of the Congress and the Board of Directors. The representatives of football clubs still make up the majority of the Congress, which elects the Board of Directors. More importantly, the Board of Directors continues to appoint the members of the Arbitration Committee. However, the mere fact that its members are appointed by the Board of Directors is not sufficient to cast doubt on its objective impartiality. In this connection, the Court reiterates that the appointment of members of a tribunal by the executive is not, in itself, incompatible with the Convention, as is the election or appointment of judges by the executive or the legislature (see *Zolotas v. Greece*, no. 38240/02, § 24, 2 June 2005, and *Guðmundur Andri Ástráðsson v. Iceland* [GC], no. 26374/18, § 207, 1 December 2020). What the Convention requires is that the appointment procedure be free from undue political influence and that, once elected or appointed, members of a tribunal remain independent and free from any pressure in the exercise of their judicial functions (see, for example, *Guðmundur Andri Ástráðsson*, cited above, § 207; *Xero Flor w Polsce sp. z o.o. v. Poland*, no. 4907/18, § 252, 7 May 2021; *Reczkowicz v. Poland*, no. 43447/19, § 276, 22 July 2021; and *Dolińska-Ficek and Ozimek v. Poland*, nos. 49868/19 and 57511/19, § 349, 8 November 2021). In the specific context of sports-related disputes and compulsory arbitration proceedings such as the one at issue here, the requirements of independence and absence of undue influence must also be assessed having regard to the particular institutional framework in which the arbitral tribunals operate. In

the present case, there is nothing to suggest that the appointment process was tainted by undue political influence. The Court further notes that the applicant did not claim that the members of the Arbitration Committee had received instructions or had been subject to any pressure from the Board of Directors when deciding on his individual case. Nor is it possible to discern such instructions or pressure from the case file. The Court will therefore examine whether sufficient safeguards were in place so as to ensure that the members of the Arbitration Committee performed their duties with the required level of independence.

(ii) *Term of office*

41. Section 6(3) of the TFF Law provides that the members of the Arbitration Committee are appointed for a term of four years independently from the term of office of the Board of Directors (see paragraph 18 above). The Court reiterates that it found the previous legislation which had limited the term of office of the members of the Arbitration Committee to that of the Board of Directors, thus aligning their tenure with that of the executive body of the TFF, to call into question the requirement that a tribunal be independent and impartial (*Ali Rıza and Others*, cited above, § 213). While the current legislation appears to remedy this shortcoming by detaching the term of office of the Arbitration Committee from that of the Board of Directors, the Court notes that in practice this has not proven to serve as an adequate guarantee. In that connection, the Court notes that, while the relevant legislative amendment provided that the current serving members of the Arbitration Committee would continue to serve their four-year term (see paragraph 19 above), following a public call by the newly elected TFF president for the resignation of committee members, all TFF committees, including the members of the Arbitration Committee, handed in their resignation (see paragraph 14 above). Subsequently, the Board of Directors appointed new members to the Arbitration Committee, which adjudicated the applicant's dispute.

42. Moreover, as submitted by the applicant, when new elections were held by the Congress on 18 July 2024, the newly elected president of the TFF again requested the resignation of all committee members, reiterating the expectation that the committees of the TFF act in accordance with the instructions of the executive (see paragraph 15 above). Following that public call, the Arbitration Committee members resigned once more, and the Board of Directors proceeded to appoint new members, who took office on 25 July 2024. Those developments occurring in the course of two elections taking place after the legislative amendments came into effect, and despite the fact that the sitting members' term of office had not expired and legislation provided that they should serve their full term independently from the term of office of the Board of Directors, reveal a persistent and troubling pattern, whereby the executive bodies of the TFF, upon being elected, seek to replace

committee members with individuals of their own choosing. This practice gives rise to legitimate doubts as to the independence and impartiality of the Arbitration Committee.

43. The Court reiterates that the Convention is intended to guarantee rights that are “practical and effective” rather than theoretical and illusory (see *Perdigão v. Portugal* [GC], no. 24768/06, § 68, 16 November 2010). Accordingly, while the Court welcomes the legislative amendment detaching the term of office of Arbitration Committee members from that of the Board of Directors, it is not convinced that this measure has proved effective in practice in ensuring the Committee’s structural independence from the Board of Directors. Nevertheless, it will continue to examine, as it did in *Ali Rıza and Others* (cited above, §§ 212-22 and 241-42), whether sufficient safeguards existed in practice shielding the members of the Arbitration Committee against external influence or pressure.

(iii) Composition of the Arbitration Committee

44. The Court notes that in *Ali Rıza and Others* (cited above, § 212) it considered the fact that the Arbitration Committee was exclusively composed of lay assessors to be unproblematic. This finding still holds true for the present case. The Court further notes that the legislative amendments have strengthened the professional and ethical standards required of the members. In particular, members are now required to have at least ten years of professional experience as opposed to five in the previous legislation. Moreover, the new rules provide that at least one member should have judicial and prosecutorial experience and another member should be from academia, with preference given to candidates holding postgraduate qualifications in law or sports law (see paragraphs 18 and 20-21 above).

45. Most importantly, the amended framework introduced several disqualification criteria designed to strengthen impartiality and prevent conflicts of interest. Individuals are precluded from becoming members if they have previously held office in one of the TFF’s committees for more than eight years; if they are members of football clubs or have shares or work in their management or audit department; or if they are presently serving in the executive bodies of the TFF (see paragraphs 20-21 above). The Court considers that these revised eligibility criteria represent an improvement in the institutional safeguards governing the composition of the Arbitration Committee.

(iv) Immunity from legal action

46. In *Ali Rıza and Others* (cited above) the Court noted that the Arbitration Committee, whose composition included only lay assessors, were not immune from any legal action which might be brought against them in connection with the discharge of their duties (*ibid.*, § 212). The amended law

has introduced a new provision which expressly provides that no legal action may be brought against the members of the Arbitration Committee, except in cases of serious fault such as gross negligence or gross misconduct (see paragraph 20 above).

47. The Court notes that this new provision offers a preliminary level of protection by prohibiting legal action against committee members unless they are found to have committed a serious fault. In the present dispute, the Court notes at the outset that no specific complaint has been raised as to whether the provision governing the liability of members of the Arbitration Committee has, in practice, had consequences that would weaken their position *vis-à-vis* the parties. However, since the Court is called upon to assess the adequacy of the safeguards against external pressures, and bearing in mind that the system at issue is one of State-mandated compulsory arbitration, it considers it helpful to compare, to the extent necessary and appropriate, the protection afforded to members of the Arbitration Committee with that granted to judges in respect of acts performed in the discharge of their duties. It notes in this regard that comparable provisions in domestic law governing the legal liability of judges expressly specify that, even in cases of serious fault, legal action may only be brought against the State and not against the individual judge (see paragraph 22 above). Moreover, these provisions set out exclusive and specific grounds of liability and establish a time-limit within which the State may exercise its right of recourse against the responsible judge. As it currently stands, however, the provision governing the liability of Arbitration Committee members offers only limited protection, as it leaves them personally exposed to legal proceedings, without any comparably short and clear temporal limitation (see, *mutatis mutandis*, *Oleksandr Volkov v. Ukraine*, no. 21722/11, § 139, ECHR 2013) and without the clearly defined grounds for which they may be held liable. This situation creates the risk of exposing them to prolonged legal threats, thereby weakening the safeguards necessary to secure their independence and impartiality.

(v) *Oath and professional rules of conduct*

48. The Court notes that one other element that was found concerning in *Ali Rıza and Others* (cited above) was the fact that the members of the Arbitration Committee were not bound by any professional rules of conduct and they did not swear an oath or make a solemn declaration before taking up their duties (*ibid.*, § 212). Under the post-2022 legislative framework which was applicable in the present case, the members are now required to disclose any relationship or interest that could potentially give rise to a conflict of interest before taking office and make a solemn declaration to avoid such conflicts during their term and to carry out their duties in accordance with the principles of independence and impartiality.

49. While it appears that the members are still not formally bound by a codified set of professional rules of conduct, the introduction and content of the solemn declaration made by the members before taking up their duties, which includes the duty to disclose and to refrain from any conflict of interest, constitute a significant improvement and adequately address the concerns expressed by the Court in that regard and therefore appear to be satisfactory.

(vi) Procedure and mechanism to decide on recusal requests

50. The amended legislation requires any member of the Arbitration Committee to refrain from sitting in a case which may raise a conflict of interest (see paragraph 20 above). This represents a significant improvement on the previous legislation (see *Ali Rıza and Others*, cited above, § 215). However, the current rules remain deficient in one important respect. They do not establish a clear procedure to be followed in cases where the challenge to the independence or impartiality of a member of the Arbitration Committee comes from one of parties in the dispute. Also, it is still not clear which body is competent to decide in the event where a challenge to one or more members of the Committee is raised by the parties in the proceedings.

51. The rules do not specify in this regard whether the remaining members of the Arbitration Committee would decide on recusal requests given that there exists no appeal body in the TFF's system to the decisions rendered by the Arbitration Committee. The absence of a clear procedure and the competent body or composition to decide on recusal requests constitutes a significant lacuna in the new legislation. As a result, the Court does not consider the provision in question to be a sufficient guarantee for the structural independence and impartiality of the Arbitration Committee (compare *ibid.*, § 215).

(vii) Conclusion

52. In the light of the foregoing, the Court takes note of the improvements in strengthening the institutional framework governing the Arbitration Committee and its members, in particular with respect to the members' term of office, the Arbitration Committee's composition, eligibility criteria and disclosure obligations for members and the requirement to make a solemn declaration. However, it considers that the provisions regulating the legal liability of the Committee members and the recusal procedure, when members are challenged by the parties, do not entirely satisfy the standards required by the Convention, as identified in *Ali Rıza and Others* (cited above, §§ 212 and 215). Moreover, despite the legislative reforms adopted at the TFF level, the practice demonstrates that the four-year term of office of the members is not respected in reality. The Arbitration Committee continues to be reconstituted whenever there is a new election at the executive level of the TFF, thereby justifying the fear that the Arbitration Committee lacks

independence and impartiality. This fear is especially pronounced in a case such as the present one, where the dispute before the Arbitration Committee concerned a direct challenge to a decision of the Board of Directors itself.

53. It therefore follows that there has been a violation of the applicant's right to an independent and impartial tribunal under Article 6 § 1 of the Convention in the present case.

2. The remainder of the applicant's complaints under Article 6

54. The applicant further complained that the summary decision of the Arbitration Committee did not contain any reasoning and that the delay in issuing the reasoned decision violated his right of access to a court.

55. The Government contested the applicant's arguments.

56. The Court considers that the applicant's remaining complaints under Article 6 may be declared admissible. It notes that it has already held that the proceedings before the Arbitration Committee were compulsory arbitration proceedings and therefore the guarantees of Article 6 § 1 of the Convention had to apply. Having regard to its findings that the Arbitration Committee did not satisfy the requirements of independence and impartiality under Article 6 § 1 of the Convention, it considers that the applicant's complaints about the fairness of the proceedings before the Arbitration Committee do not need to be examined separately (see, for a similar conclusion, *Ali Rıza and Others*, cited above, § 226).

II. ALLEGED VIOLATION OF ARTICLE 8 OF THE CONVENTION

57. The applicant complained that he could not legally continue his contractual relationship with the Club as a result of the TFF's above-mentioned decision, despite the fact that both the Club and the applicant wanted to maintain it. He argued that he had had to sign a new contract with another football club and move to another city, which had been struck by a devastating earthquake. He relied on Article 8 of the Convention, which, in so far as relevant, reads as follows:

"1. Everyone has the right to respect for his private and family life ...

2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."

A. The parties' submissions

58. The Government considered that Article 8 was inapplicable to the circumstances of the present case. Relying on *Denisov v. Ukraine* ([GC], no. 76639/11, 25 September 2018), they argued that even if Article 8 was

considered to be applicable, the applicant had failed to demonstrate that the consequences of not being able to play for the Club had seriously affected his professional career or his private life. In that connection they maintained that the applicant had freely signed a new contract with another club which was located in the city of Iskenderun and a year later he had signed with another new club in the city of Antalya.

59. The applicant argued that, at the time the Arbitration Committee dismissed his case, the transfer season had already been approaching its final days and that he had been left with limited opportunities owing to clubs already finalising their rosters. He had signed with Iskenderunspor Club only to avoid being left without a contract. As a result, he had had to leave his family, who had been living in Izmir for many years, and move to the city of Iskenderun which had been devastated by an earthquake on 6 February 2023. He noted that his personal and family life and his professional career had suffered as a result of the Board of Directors' decision.

B. The Court's assessment

60. The Court reiterates that the concept of private life is a broad term which is not susceptible to exhaustive definition. It also covers the right to personal development and to establish and develop relationships with other human beings and the outside world. In this sense Article 8 may also extend to professional activities (see *Platini v. Switzerland* (dec.), no. 526/18, § 52, 11 February 2020 with further references). The general principles concerning the applicability of Article 8 of the Convention in this context were set out in *Denisov* (cited above, §§ 92-117). In particular, the Court held that such disputes were not *per se* excluded from the scope of "private life" within the meaning of Article 8 of the Convention. There are some typical aspects of private life which may be affected in such disputes by dismissal, demotion, non-admission to a profession or other similarly unfavourable measures. These aspects include: (i) the applicant's "inner circle"; (ii) the applicant's opportunity to establish and develop relationships with others; and (iii) the applicant's social and professional reputation. There are two ways in which a private-life issue would usually arise in such a dispute: either because of the underlying reasons for the impugned measure (reason-based approach) or – in certain cases – because of the consequences for private life (consequence-based approach). If the latter approach is at stake, the threshold of severity with respect to all the above-mentioned aspects assumes crucial importance. It is for the applicant to show convincingly that the threshold was attained in his or her case. The applicant must present evidence substantiating the consequences of the impugned measure. The Court will only accept that Article 8 is applicable where these consequences are very serious and affect his or her private life to a very significant degree.

61. In the present case, the Board of Directors' decision not to revoke the termination notice filed accidentally by the applicant's lawyer was not based on reasons or factors relating to the applicant's private life. In any event, the applicant explicitly complained of the consequences of the Board of Directors' unfavourable decision on his private and professional life. The Court therefore considers it appropriate to follow a consequence-based approach and to examine whether the impugned measures had sufficiently serious negative consequences for the applicant's private life, in particular as regards his "inner circle", his opportunities to establish and develop relationships with others and his reputation.

62. It is true that as a result of the Board of Directors' decision not to revoke the termination notice, the applicant could not continue playing for the Club. However, it attaches weight to the fact that the applicant's own failure to promptly inform his lawyer of the Club's payment contributed to this situation. In any event, the Board of Directors' refusal to revoke the termination notice did not prevent the applicant from signing with another football club, which he indeed did. The Court therefore notes that the consequences of the Board of Directors' decision, which were limited to the applicant's contractual relationship with one football club, did not affect or impede the applicant's professional career, nor did they prevent him from earning a living.

63. As concerns the applicant's remaining grievances such as having to move to a city which was struck by an earthquake and being separated from his family, the Court notes that these hardships, however regrettable, were not direct consequences of the Board of Directors' decision but rather the result of the applicant's own professional choices and external circumstances beyond the Board of Director's control. Finally, the Court was not presented with any evidence demonstrating that the applicant's reputation or social relationships were adversely affected to a serious degree.

64. Accordingly, Article 8 of the Convention has not been shown to apply to the present complaint. It is thus incompatible *ratione materiae* with the provisions of the Convention within the meaning of Article 35 § 3 (a) and must be rejected in accordance with Article 35 § 4 of the Convention.

III. APPLICATION OF ARTICLES 41 AND 46 OF THE CONVENTION

65. Article 41 of the Convention provides:

"If the Court finds that there has been a violation of the Convention or the Protocols thereto, and if the internal law of the High Contracting Party concerned allows only partial reparation to be made, the Court shall, if necessary, afford just satisfaction to the injured party."

66. Article 46 of the Convention provides:

" 1. The High Contracting Parties undertake to abide by the final judgment of the Court in any case to which they are parties.

2. The final judgment of the Court shall be transmitted to the Committee of Ministers, which shall supervise its execution.

... ”

A. Application of Article 46 of the Convention

67. The Court reiterates that in *Ali Rıza and Others* (cited above) it identified the lack of independence and impartiality of the Arbitration Committee to be a systemic problem and therefore called on the Contracting State to take a number of general measures aimed at reforming the system of settlement of football disputes (ibid., § 242). It is primarily for the State concerned to choose, subject to supervision by the Committee of Ministers, the means to be used in its domestic legal order to discharge that obligation. However, with a view to helping the respondent State to fulfil it, the Court may indicate the type of general measures that might be taken to put an end to the situation it has found to exist (see for example, *Centre for Legal Resources on behalf of Valentin Câmpeanu v. Romania* [GC], no. 47848/08, §§ 158-59, ECHR 2014).

68. The breach of Article 6 § 1 of the Convention found in the present case flows in part from the shortcomings in the legislation and also from the practice of elected executive bodies of the TFF to reconstitute the Arbitration Committee before the expiry of the existing members’ term of office. Having regard to the structural nature of these deficiencies, the Court cannot exclude that it may reach a similar conclusion in respect of future and pending cases concerning the lack of independence and impartiality of the Arbitration Committee. In this regard, it also notes that there are currently approximately 65 applications pending before it in which a similar complaint has been made.

69. The Court would therefore recommend that the respondent Government take general measures, by engaging in a dialogue with the Committee of Ministers, to remedy the issues raised in the present case.

B. Application of Article 41 of the Convention

70. The applicant claimed that he had been deprived of earnings related to his football career but he failed to substantiate an amount. He also claimed 20,000 euros (EUR) in respect of non-pecuniary damage for the violation of Article 6 of the Convention. As regards costs and expenses, he claimed EUR 7,056, including lawyer’s fees. The applicant submitted invoices in respect of costs and also a legal fee agreement concluded with his representative whereby he was bound to pay him the hourly fee of EUR 250, not exceeding EUR 7,500 at the end of proceedings before the Court.

71. The Government considered that the applicant had failed to make a claim in respect of pecuniary damage. They also considered that the finding

of a violation in the present case should be considered just satisfaction and noted that the applicant's claims in respect of non-pecuniary damage were, in any event, excessive. As regards costs and expenses, the Government contested the claim, arguing that the applicant had failed to submit any documentary evidence of having actually paid the amounts indicated in the legal fee agreement.

72. The Court notes that the applicant failed to substantiate his claim in respect of pecuniary damage; it therefore rejects it. However, it finds that he must have suffered non-pecuniary damage as a result of the violation of Article 6 § 1 of the Convention found, which cannot be compensated for solely by the finding of a violation. It therefore awards him EUR 6,000 under this head, plus any tax that may be chargeable.

73. According to the Court's case-law, an applicant is entitled to the reimbursement of costs and expenses only in so far as it has been shown that these were actually and necessarily incurred and are reasonable as to quantum. Furthermore, costs and expenses are only recoverable to the extent that they relate to the violation found (see *Murray v. the Netherlands* [GC], no. 10511/10, § 134, ECHR 2016). In this regard, the Court notes that the applicant's complaints were only partially successful and his submissions under Article 8 of the Convention concerned an inadmissible part of the application. In such circumstances the Court may find it appropriate to reduce the award in respect of costs and expenses (see *Denisov*, cited above, § 146). In the present case, regard being had to the documents in its possession and the above criteria, the Court considers it reasonable to award the sum of EUR 3,000 covering costs and expenses, plus any tax that may be chargeable to the applicant and to dismiss the remainder of the claim under this head.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the complaints under Article 6 § 1 of the Convention admissible and the remainder of the application inadmissible;
2. *Holds* that there has been a violation of Article 6 § 1 of the Convention on account of the lack of independence and impartiality of the Arbitration Committee;
3. *Holds* that there is no need to examine the remaining complaints under Article 6 § 1 of the Convention;
4. *Holds*
 - (a) that the respondent State is to pay the applicant, within three months from the date on which the judgment becomes final in accordance with Article 44 § 2 of the Convention, the following amounts, to be

converted into the currency of the respondent State at the rate applicable at the date of settlement:

- (i) EUR 6,000 (six thousand euros), plus any tax that may be chargeable, in respect of non-pecuniary damage;
- (ii) EUR 3,000 (three thousand euros), plus any tax that may be chargeable to the applicant, in respect of costs and expenses;
- (b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

5. *Dismisses* the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 6 January 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Dorothee von Arnim
Deputy Registrar

Arnfinn Bårdsen
President