

# MOROCCO VS SENEGAL, SPORTING INTEGRITY AND THE LIMITS OF REGULATORY SANCTIONS:

A CRITICAL ANALYSIS OF ARTICLES 82 AND 84 OF THE REGULATIONS OF THE AFRICAN CUP OF NATIONS

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The recent decision of CAF's Appeals Board to overturn a completed match result and award a forfeit victory raises significant legal and philosophical concerns within football governance. At the centre of this controversy is the reliance on *Articles 82 and 84 of the AFCON Regulations*. While these provisions are designed to address misconduct and protect the integrity of competitions, their application in this instance invites scrutiny, particularly when measured against the foundational principles of the game.

The central question is whether regulatory provisions on misconduct can justifiably be invoked to nullify a match result that was duly completed under the authority of the referee.

The provision of **Chapter 35 (specifically Articles 82 and 84) – Withdrawals** – of the Regulations are reproduced here for clarity.

*Article 82 of the AFCON Regulations provides that 'if, for any reason whatsoever, a team withdraws from the competition or does not report for a match, or refuses to play or leaves the ground before the regular end of the match without the authorisation of the referee, it shall be considered loser and shall be eliminated for good from the current competition. The same shall apply for the teams previously disqualified by decision of CAF.'*

*Article 84 states that 'the team which contravenes the provisions of articles 82 and 83 shall be eliminated for good from the competition. This team will lose its match by 3-0 unless the opponent has scored a more advantageous result at the time when the match was interrupted, in this case this score will be maintained. The*

*Organising Committee may adopt further measures.'*



Articles 82 and 84 generally address situations involving refusal to play, abandonment, and the imposition of sanctions, including forfeiture. Their purpose is clear: to deter conduct that undermines the orderly conduct of matches and to provide consequences where teams fail to comply with competition rules. However, these provisions are inherently disciplinary in nature. They are not designed to displace the sporting outcome of a match that has been properly concluded.

A proper interpretation of forfeiture provisions suggests that they are intended for situations where a match cannot be completed or is rendered invalid due to a team's failure to participate. This includes circumstances where a team refuses to start a match, fails to return to the field, or otherwise causes abandonment. In such cases, forfeiture operates as a necessary mechanism to resolve an incomplete contest. A case in mind in the instance is *CAS 2019/A/6483 Wydad Athletic Club v. Confederation Africaine de Football (CAF) & Esperance Sportive de Tunis* (See this link for the full facts of the case [https://www.sennferrero.com/descargas/pdf/tas-cas/202010/CAS\\_2019.A.6483.pdf](https://www.sennferrero.com/descargas/pdf/tas-cas/202010/CAS_2019.A.6483.pdf)).

While the decision in this case ultimately upheld the CAF Appeals Board's finding in forfeiture, it nonetheless exposes important doctrinal limitations that support a more critical view of such outcomes. Notable, the case underscores that a finding of 'abandonment' is not merely mechanical but must be grounded in clear and unequivocal conduct, ideally preceded by a direct and unconditional instruction from the referee, an element that remains central in the jurisprudence of the Court of Arbitration for Sports (CAS)



By contrast, where a match is temporarily disrupted but ultimately resumed and completed, the legal basis for invoking forfeiture becomes considerably weaker. A temporary walk-off, followed by a return to play and the continuation of the match under the supervision of the referee, does not amount to a definitive refusal to play. The essential condition for forfeiture which includes, the failure to complete the match is absent.

This position is reinforced by the authority conferred on the referee *under Law 5 of the Laws of the Game*. The referee is vested with full control over the match, including the power to manage player conduct, suspend play, or abandon the match where necessary. Where the referee elects to continue the match after a disruption and ultimately brings it to a lawful conclusion,

the result acquires a degree of finality that is central to the integrity of the sport.

To subsequently overturn that result through administrative action risks undermining the referee's authority and creating a parallel system of adjudication that operates outside the field of play. Such an approach is difficult to reconcile with the structure of the Laws of the Game, which place the referee at the apex of in-match decision-making.

It is also important to distinguish between misconduct and match outcome. Even where a team's conduct falls within the scope of Articles 82 and 84, the appropriate response lies in the imposition of disciplinary sanctions. These may include fines, suspensions, or other regulatory measures designed to deter future violations. However, extending such provisions to alter a completed match result introduces a disproportionate consequence that goes beyond the intended scope of disciplinary regulation.

The principle of proportionality, which is well established in sports law, requires that sanctions correspond appropriately to the nature and gravity of the offence. A temporary protest, even if improper, does not readily justify the forfeiture of a match that was ultimately completed and won on sporting merit. To impose such a sanction risks conflating misconduct with competitive outcome, thereby distorting both.

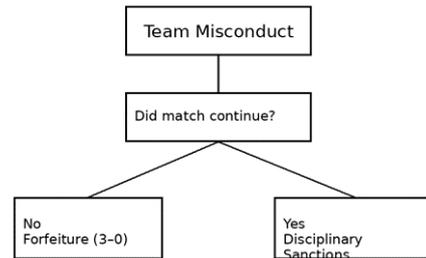
Furthermore, regulatory provisions must be interpreted in harmony with the broader legal framework of the sport. Articles 82 and 84 cannot be applied in isolation; they must be read alongside the Laws of the Game and the fundamental principle that matches are decided on the

field of play. A harmonious interpretation would preserve the validity of completed matches while addressing misconduct through proportionate disciplinary measures.

The broader implications of a contrary approach are significant. If completed match results can be revisited and overturned based on post-match administrative assessments of conduct, the certainty and finality of football competitions are placed in jeopardy. This introduces the risk of increased disputes, prolonged litigation, and a shift in focus from performance on the pitch to arguments in regulatory forums.

Ultimately, the integrity of football depends on maintaining a clear boundary between discipline and competition. While governing bodies must retain the authority to sanction misconduct, that authority should not extend to rewriting results that have been legitimately determined on the field of play. We eagerly await the outcome

of this interesting journey before the Court of Arbitration for Sports (CAS).



In this context, a strict and expansive application of Articles 82 and 84 to justify forfeiture appears to exceed their proper scope. A more balanced approach—one that upholds the match result while imposing appropriate disciplinary sanctions—would better serve both the letter and the spirit of the game.

The preservation of sporting integrity requires that the outcome achieved on the pitch, under the supervision and authority of the referee, remains the definitive result. Anything less risks eroding the very foundation upon which football is built.

*No part of this article should be relied upon as legal advice. It is only intended as a general guide on the subject and as such, we advise that you consult a lawyer where legal advice is desired.*

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