KEY THEME[1]
Article 6 (civil)
Arbitration

(Last updated: 28/02/2026)

Introduction

Article 6 does not preclude the setting up of arbitration tribunals in order to settle certain disputes. Nevertheless, a distinction has to be drawn between voluntary and compulsory arbitration. All of the guarantees set forth in Article 6 § 1 will apply to a compulsory arbitration (*Suda v. the Czech Republic*, 2010, § 49). In the case of a voluntary arbitration, where the arbitration clause was accepted freely, lawfully and unequivocally, the parties may, in principle, waive the guarantees of Article 6 (*Mutu and Pechstein v. Switzerland*, 2018, §§ 94-96).

Principles drawn from the current case-law

General principles:

- Article 6 does not preclude the setting up of arbitration tribunals in order to settle certain disputes (*Transado – Transportes Fluviais Do Sado, S.A. v. Portugal* (dec.), 2003; *Suda v. the Czech Republic*, 2010, § 48; *Mutu and Pechstein v. Switzerland*, 2018, § 94). Since arbitration clauses have undeniable advantages for the individual concerned, as well as for the administration of justice, they do not in principle offend the Convention (*Tabbane v. Switzerland* (dec.), 2016, § 25; *Mutu and Pechstein v. Switzerland*, 2018, § 94).
- A distinction has to be drawn between voluntary and compulsory arbitration. In the case of a compulsory arbitration, where arbitration is imposed by law, the parties have no opportunity to remove their dispute from the jurisdiction of the arbitration tribunal. Consequently, the arbitration tribunal must afford the guarantees set forth in Article 6 § 1 (*Suda v. the Czech Republic*, 2010, § 49; *Mutu and Pechstein v. Switzerland*, 2018, § 95; *Ali Rıza and Others v. Turkey*, 2020, §§ 174, 181). The *sui generis* nature of football disputes is not sufficient to deprive individuals of the fair trial guarantees of Article 6 § 1 (*Ali Rıza and Others v. Turkey*, 2020, § 180).
- Voluntary arbitration does not, in principle, raise any issues under Article 6 § 1 since it is entered into freely (*Mutu and Pechstein v. Switzerland*, 2018, § 96; *Apollo Engineering Limited v. the United Kingdom* (dec.), 2019, § 38). The acceptance of an arbitration clause must be "free, lawful and unequivocal" for it to be considered a waiver of the guarantees provided by Article 6 § 1 (*Suda v. the Czech Republic*, 2010, § 48; *Mutu and Pechstein v. Switzerland*, 2018, § 96; *Beg S.p.a. v. Italy*, 2021, § 127). However, when parties agree to arbitration, this does not automatically imply that they have unequivocally waived all their rights under Article 6 § 1 (see *Mutu and Pechstein v. Switzerland*, 2018, §§ 121-123, for an assessment of whether the applicant's choice was "unequivocal" or, in other words, whether the applicant had knowingly waived his right to have his dispute settled by an

[1] Prepared by the Registry. It does not bind the Court.

independent and impartial tribunal; see also *Beg S.p.a. v. Italy*, 2021, §§ 136-143, for an assessment of whether the applicant company had unequivocally waived both the guarantee of impartiality, and the expectation that the domestic courts would ensure that the arbitral award complied with the relevant rules including those relating to the impartiality of the arbitrators).

- Even when arbitration is not imposed by law, it may not be considered to be voluntary. For instance, in *Mutu and Pechstein v. Switzerland*, 2018, the refusal to accept the arbitration clause would have entailed negative consequences for the second applicant's professional life so that the Court considered that she had not accepted this clause freely and in a non-equivocal manner (§§ 113-115).
- In certain cases, arbitration may be neither compulsory nor voluntary, but imposed on the applicant by third parties (see *Suda v. the Czech Republic*, 2010, § 50, for an agreement to submit to arbitration concluded between the company of which the applicant was a minority shareholder and the main shareholder of that company).

Applicability of Article 6 § 1:

- The right to recover the sums awarded by the arbitration court is considered a "civil right" within the meaning of Article 6. Therefore, Article 6 § 1 is applicable to proceedings brought before ordinary courts to have an arbitration award set aside (*Stran Greek Refineries and Stratis Andreadis v. Greece*, 1994, § 40; see also *Xavier Lucas v. France*, 2022, §§ 29-32).
- The payment of damages to a Football Club concerns rights of a pecuniary nature and stems from a contractual relationship between private persons. These are therefore "civil" rights within the meaning of Article 6 (*Mutu and Pechstein v. Switzerland*, 2018, § 57; *Ali Rıza and Others v. Turkey*, 2020, § 159).
- The downgrade from "top-level" to "provincial" referee and its adverse effect on the professional career of an assistant referee as well as the consequent loss of earnings, are sufficient to establish that the rights in question are "civil" (*Ali Rıza and Others v. Turkey*, 2020, § 160).
- In the case of a disciplinary procedure before the professional bodies and in the context of which the right to carry on an occupation is at stake due to a suspension for two years, there is no doubt as to the "civil" nature of the rights in question (*Mutu and Pechstein v. Switzerland*, 2018, § 58; see also *İbrahim Tokmak v. Turkey*, 2021, § 65, concerning a sanction resulting in the annulment of the licence of a football referee).
- Where disciplinary proceedings before professional bodies have been instituted in response to statements made publicly (on television or social media), the proceedings in question may be considered to impinge on the exercise of the right to freedom of expression, which constitutes a "civil right" for the purposes of Article 6 § 1 (*Sedat Doğan v. Turkey*, 2021, § 20, concerning disciplinary sanctions imposed on the director of a football club; *İbrahim Tokmak v. Turkey*, 2021, § 15, concerning disciplinary sanctions imposed on a football referee).
- Disciplinary proceedings against a professional football player resulting in his suspension for several matches have an adverse effect on the pecuniary rights of his football club, and therefore affect its "civil rights" within the meaning of Article 6 § 1 (*Naki and AMED Sportif Faaliyetler Kulübü Derneği v. Turkey*, 2021, § 20).
- However, a suspension from any football-related activity for amateur football players does not concern rights of a pecuniary nature, rendering Article 6 § 1 inapplicable. In *Ali Rıza and Others v. Turkey*, 2020, the Court noted that amateur football players play without receiving remuneration. Contrary therefore to professional football players (paid for the

time they spend competing and training), amateur football players are only allowed to be reimbursed for expenses incurred so that a suspension from football-related activity does not put at right to exercise a profession at stake. Although the applicants in *Ali Rıza and Others v. Turkey*, 2020, claimed that it was common practice in Turkey for players playing in amateur football leagues to receive a salary or other benefits from their clubs, the Court observed that the applicants failed to produce a copy of any agreement they concluded with their club or proof of payments/any other benefits. Therefore, the applicants failed to demonstrate that the dispute in question was pecuniary in nature (§ 155).

- Where the subject-matter of the dispute in compulsory arbitration proceedings between a private sports organisation and an athlete corresponded to fundamental rights recognised under domestic law such as right to identity, respect for privacy, bodily and psychological integrity, human dignity and the right to exercise a professional activity, these were considered civil rights protected under Article 6 § 1 of the Convention (*Semenya v. Switzerland* [GC], 2025, §§ 160-61).
- A volleyball federation's discretionary decision not to include the applicant, who had the necessary credentials, on the list of referees eligible to referee international matches came under the remit of Article 6 § 1 given that the applicant was entitled to judicial review of this decision in compulsory arbitration proceedings (*Altıner Akıncı v. Türkiye*, 2026, §§ 63-66).

Arbitral tribunals as "another procedure of international investigation or settlement":

- A case already brought before international courts of arbitration may be considered to be already submitted to "another procedure of international investigation or settlement" and hence inadmissible according to Article 35 § 2 (b) of the Convention (*Le Bridge Corporation LTD S.R.L. v. the Republic of Moldova* (dec.), 2018, § 22-33 with regard to the Arbitral Tribunal of the International Centre for the Settlement of Investment Disputes, "ICSID"). The applicant in the Strasbourg proceedings was Le Bridge, a legal entity, while the applicant before the ICSID proceedings was Franck Charles Arif, a natural person and investor. Nevertheless, the Court considered the case to be substantially the same since Arif owned 100% of the shares of the applicant company and was also the CEO and signed the application form in that capacity when introducing the case to the Court.
- In the case of *OAO Neftyanaya Kompaniya Yukos v. Russia*, 2011, the Court did not examine whether the Permanent Court of Arbitration in The Hague could be considered to be "another procedure of international investigation or settlement" since the parties in the arbitration proceedings and before the Court were different and therefore the matters were not "substantially the same" within the meaning of Article 35 § 2 (b) of the Convention (§§ 519-26).

Responsibility of States for the acts and omissions of arbitral tribunals:

- Although the Court of Arbitration for Sport (CAS) was neither a State court nor another institution of public law, but an entity set up under a private-law foundation, the Swiss courts had jurisdiction to determine the validity of the decisions of the CAS and the Federal Supreme Court had dismissed the applicants' appeals, thus giving force of law to the arbitral awards in question. The respondent State was therefore responsible and the Court had jurisdiction *ratione personae* (*Mutu and Pechstein v. Switzerland*, 2018, §§ 65-67).
- Where the subject matter of the proceedings before the CAS goes beyond the exercise of the pecuniary or economic rights usually at issue in commercial arbitration proceedings and concerns fundamental rights—such as the rights to privacy, bodily integrity, dignity,

and the freedom to practice a profession—and having regard to the structural imbalance that characterises the relationship between sportspersons and the governing bodies of their respective sports, the Federal Supreme Court has a duty to conduct a particularly rigorous examination of the applicant's appeal against the CAS award (*Semenya v. Switzerland* [GC], 2025, §§ 204-209).

- Similarly, the Court had jurisdiction *ratione personae* to examine complaints related to the acts and omissions of the Arbitration Chamber of the Rome Chamber of Commerce (an entity under public law), as validated by the Italian domestic courts (*Beg S.p.a. v. Italy*, 2021, §§ 63-66).

Access to court:

- The right of access to a court does not require a case to be submitted to the ordinary courts, courts of law of the classic kind, integrated within the standard judicial machinery of the State. Instead the word "tribunal" in Article 6 § 1 may comprise a body set up to determine a limited number of specific issues (*Lithgow and Others v. the United Kingdom*, 1986, § 201; *Mutu and Pechstein v. Switzerland*, 2018, § 94; *Ali Rıza and Others v. Turkey*, 2020, § 173).
- A person may waive their right to have their case heard by a court or tribunal by agreeing to an arbitration clause. The waiver, which has undeniable advantages for the individual concerned as well as for the administration of justice, does not in principle offend the Convention (*Pastore v. Italy* (dec.), 1999; *Eiffage SA and Others v. Switzerland* (dec.), 2009; *Tabbane v. Switzerland* (dec.), 2016, § 25; *Mutu and Pechstein v. Switzerland*, 2018, § 94).
- Where access to court is limited, for instance due to the immunity of an international organisation from domestic jurisdiction, arbitral procedures can be a reasonable alternative means to protect Convention rights (*Klausecker v. Germany* (dec.), 2015, §§ 71-76).
- Where domestic and arbitration courts provide convincing, detailed and reasoned decisions as to why they are incompetent to deal with a dispute, the restriction of the right of access to a court may not be disproportionate to the legitimate aims pursued, such as the proper administration of justice and the effectiveness of domestic court decisions and therefore not constitute a violation of the Convention (*Ali Riza v. Switzerland*, 2021, §§ 85-98).

Tribunal established by law:

- An arbitral tribunal will be considered a *"tribunal established by law"* within the meaning of Article 6 § 1 if it satisfies certain criteria, as laid down in *Mutu and Pechstein v. Switzerland*, 2018, for the Court of Arbitration for Sport. The Court held that, although the CAS derived its authority from a private-law foundation, it enjoyed full jurisdiction in determining, on the basis of rules of law and after proceedings conducted in a prescribed manner, all issues of fact and law submitted to it in the context of the disputes brought before it. Its decisions provided a judicial-type solution to these disputes, and an appeal lay to the Federal Supreme Court. The latter Court considered the arbitral decisions of the CAS as "genuine judgments, comparable to those of a State court". When ruling on the applicants' cases, through the combined effect of the Federal Act on Private International Law and the case-law of the Federal Supreme Court, the CAS thus had the appearance of a "tribunal established by law" within the meaning of Article 6 § 1 of the Convention (§ 149).

Adversarial – Public hearing:

- The relevant principles under Article 6 § 1 in this context apply to hearings before arbitration tribunals (*Suda v. the Czech Republic*, 2010, § 53; *Mutu and Pechstein v. Switzerland*, 2018, §§ 182-183) and for an example where a hearing was not called for, see *Ali Riza v. Switzerland*, 2021, §§ 113-119.
- Article 6 § 1 does not preclude a free, either express or tacit, waiver of the right to a public hearing (*Mutu and Pechstein v. Switzerland*, 2018, §§ 180-181). The right to a public hearing can be validly waived even in court proceedings, therefore the same applies to arbitration proceedings (which purpose is often to avoid publicity), *Suovaniemi and others v. Finland* (dec.), 1999). Thus, the lack of a public hearing in arbitration does not of itself make the arbitration procedure unreasonable (*Klausecker v. Germany* (dec.), 2015, § 74; *Kolgu v. Turkey* (dec.), 2013, §§ 44-45), especially if the applicant chose arbitration proceedings instead of proceedings before the ordinary civil courts (*ibid.*, §§ 36-47).

Independence and impartiality:

- When applicants have reasons and the opportunity to challenge the independence and impartiality of the arbitrator but do not pursue such a challenge, they are considered to have unequivocally waived their right to an impartial judge (*Suovaniemi and others v. Finland* (dec.), 1999). Conversely, when such a challenge is raised, the arbitration procedure has to provide the guarantees of Article 6 § 1, even in case of a voluntary arbitration. In that case the applicant cannot be considered to have "unequivocally" waived his or her right to an independent and impartial tribunal (*Mutu and Pechstein v. Switzerland*, 2018, §§ 121-123; *Beg S.p.a. v. Italy*, 2021, §§ 136-143).
- The Court has examined the issue of waiver of the right to an impartial adjudicator in the context of arbitration proceedings, without having to decide whether a similar waiver would be valid in the context of purely judicial proceedings (*Beg S.p.a. v. Italy*, 2021, § 141).
- The manner of appointment of the members of a tribunal does not in itself undermine the independence and impartiality of that adjudicatory body, provided that once appointed the members are not subject to any pressure, do not receive any instructions and perform their duties with complete independence (*Ali Rıza and Others v. Turkey*, 2020, § 209). That said, the appointment procedure must be free from undue political influence and, once elected or appointed, members of a tribunal must remain independent and free from any pressure in the exercise of their judicial functions (*Yokuşlu v. Türkiye*, 2026, § 40, and *Altıner Akıncı v. Türkiye*, 2026, § 79).
- If there are strong and organisational ties between the Board of Directors and the Arbitration Committee of a Football Federation, the structural deficiencies of the Arbitration Committee on account of the vast powers given to the Board of Directors over its organisation and operation are a legitimate reason to doubt that the members of the Arbitration Committee act with the necessary independence and impartiality (*Ali Rıza and Others v. Turkey*, 2020, § 222). This is, in particular, the case when the duration of the mandate of the members of the Arbitration Committee is the same as that of the Board of Directors and when the members of the Arbitration Committee are not bound by any rules of professional conduct (see also the follow-up case of *Yokuşlu v. Türkiye*, 2026, § 42, where, despite the legislative reform in detaching the mandate of the members of the Arbitration Committee from that of the Board of Directors, the practice disclosed a recurring pattern of disregard for the terms of office of the members of the Arbitration Committee). In addition, the Arbitration Committee, which decides contractual disputes between clubs and their players, might not act independently and impartially when the

Board of Directors, who appoints the members of the Arbitration Committee, is predominantly composed of former members or executives of football clubs, influencing the composition of the Arbitration Committee in favour of football clubs (§§ 201-23).

Length of proceedings:

- The length of arbitration proceedings is taken into account not only for the arbitration proceedings per se (*Deservire SRL v. Moldova*, 2009, § 48), but while making an assessment on the overall length of proceedings (*Stechauner v. Austria*, 2010, § 43; *Puchstein v. Austria*, 2010, § 39).

Enforcement of arbitration decisions:

- The failure to enforce an arbitral decision may lead to a violation of Article 6 § 1 (*Ostapenko v. Ukraine*, 2007, §§ 40-42; *Marini v. Albania*, 2007, §§ 130-135; *Regent Company v. Ukraine*, 2008, §§ 59-60).

Noteworthy examples

- *Lithgow and Others v. the United Kingdom*, 1986 – Access to an independent tribunal and Arbitration tribunal as a "lawful tribunal" (no violation of Article 6 § 1);
- *Stran Greek Refineries and Stratis Andreadis v. Greece*, 1994 – Annulment by a legislative measure of an arbitration award establishing the existence of a debt owed by the State (violation of Article 6 § 1);
- *Suovaniemi and others v. Finland* (dec.), 1999 – Waiver of the right to a court; challenges to the impartiality of an arbitrator (inadmissible – manifestly ill-founded);
- *Pastore v. Italy* (dec.), 1999 – Waiver of the right to a court in favour of arbitration (inadmissible – manifestly ill-founded);
- *Transado-Transportes Fluviais Do Sado S.A. v. Portugal* (dec.), 2003 – Waiver of certain rights under Article 6 § 1 before the arbitration tribunal (inadmissible – manifestly ill-founded);
- *Regent Company v. Ukraine*, 2008 – Continued non-enforcement of a final arbitral award (violation of Article 6 § 1);
- *Eiffage SA and Others v. Switzerland* (dec.), 2009 – Waiver of the right to a court by entering into a contract with the European Organization for Nuclear Research (inadmissible -manifestly ill-founded);
- *Granos Organicos Nacionales S.A. v. Germany* (dec.), 2010 – When it is for the State courts to decide whether the arbitration clause is void, no obligation for the applicant to first put the case before an arbitration tribunal before invoking the State courts (admissible);
- *Suda v. the Czech Republic*, 2010 – Obligation to submit to arbitration as a result of clause agreed by third parties (violation of Article 6 § 1);
- *Kolgu v. Turkey* (dec.), 2013 – Lack of a public hearing in arbitration proceedings between a football player and his club before the Arbitration Board of the Turkish Football Federation (inadmissible – manifestly ill-founded);
- *Klausecker v. Germany* (dec.), 2015 – Limitations on access to domestic courts to review a recruitment procedure before the European Patent Office when a reasonable alternative procedure (arbitration) was available (inadmissible – manifestly ill-founded);
- *Tabbane v. Switzerland* (dec.), 2016 – Waiver of the right to appeal against an arbitration award (inadmissible – manifestly ill-founded);

- *Le Bridge Corporation LTD S.R.L. v. the Republic of Moldova* (dec.), 2018 – The same complaints had been submitted by the applicant to another procedure of international investigation or settlement, the ICSID Arbitral Tribunal (inadmissible – substantially the same);
- *Mutu and Pechstein v. Switzerland*, 2018 – Challenges to the independence and impartiality of the Court of Arbitration for Sport (no violation of Article 6 § 1); lack of a public hearing (violation of Article 6 § 1);
- *Apollo Engineering Limited v. the United Kingdom* (dec.), 2019 – Renouncing certain guarantees of Article 6 § 1 by accepting an arbitration clause (inadmissible – manifestly ill-founded);
- *Bakker v. Switzerland* (dec.), 2019 – An applicant received a penalty from the CAS which had the effect of prohibiting him for life from exercising his profession (professional cyclist); applicant complained of a violation of his right to a fair trial before the Federal Court (inadmissible – manifestly ill-founded);
- *Promimpro Exports and Imports Limited and Sinequanon Invest v. Ukraine* (dec.), 2019 – Non-enforcement of an arbitral award (inadmissible – incompatible *ratione personae*);
- *Ali Rıza and Others v. Turkey*, 2020 – Independence and impartiality of the Arbitration Committee of the Turkish Football Federation (violation of Article 6 § 1); one-year suspension from any football-related activity for amateur football players (inadmissible – incompatible *ratione materiae*);
- *Mediation Berti Sports v. Turkey* (dec.), 2020 – No "civil right" because domestic law governing football did not recognise claims lodged by a legal person arising out of a football representation contract and did not grant standing to legal persons in proceedings before the Turkish Football Federation (inadmissible – incompatible *ratione materiae*);
- *Sedat Doğan v. Turkey*, *Naki and Amed Sportif Faaliyetler Kulübü Derneği v. Turkey*, *İbrahim Tokmak v. Turkey*, 2021 – Independence and impartiality of the Arbitration Committee of the Turkish Football Federation, concerning sanctions imposed on the director of a football club, a professional player and a professional referee (violation of Article 6 §1 in the three cases; in the second one only in respect of the football club that had challenged domestically the sanction imposed on one of its players, and inadmissible in respect of the football player);
- *Beg S.p.a. v. Italy*, 2021 – Lack of impartiality of one of the arbitrators of the Arbitration Chamber of the Rome Chamber of Commerce, by reason of his previous and parallel professional links (including his role as a lawyer in parallel civil proceedings) with the company that controlled the opposing party in the arbitration proceedings (violation of Article 6 § 1);
- *Ali Riza v. Switzerland*, 2021 – Restriction of the right of access to a court before the Court of Arbitration for Sport (CAS) and the Swiss Federal Supreme Court (no violation of Article 6 § 1); the failure to hold a public hearing and the alleged non-compliance with the principle of equality of arms (inadmissible – manifestly ill-founded);
- *Xavier Lucas v. France*, 2022 – Overly formalistic decision finding a legal challenge on an application to set aside an arbitral award barred for failure to submit it electronically, practical obstacles notwithstanding. Applicability of Article 6 § 1 (admissible – *ratione materiae*; violation of Article 6 § 1).
- *Semenya v. Switzerland* [GC], 2025 – Scope of judicial review of the Swiss Federal Supreme Court in relation to CAS's decision regarding the obligation on the applicant athlete to decrease her natural testosterone level in order to be allowed to take part in the female category of international competitions and the requirement of particular rigorous examination when complaints relate to fundamental rights such as respect for privacy,

bodily and psychological integrity and human dignity. Jurisdictional link with regard to Switzerland with respect of Article 6 § 1 of the Convention (Article 6 § 1 applicable, violation of that provision).

- *Altıner Akıncı v. Türkiye*, 2026 – Independence and impartiality of the Sports Arbitration Board in the context compulsory arbitration proceedings in respect of a discretionary decision of a volleyball federation not to include the applicant in the list of referees for international matches (no violation of Article 6 § 1 as regards the independence and impartiality; violation of Article 6 § 1 as regards the lack of sufficient judicial review before the Sports Arbitration Board; Article 8 inadmissible *ratione materiae*).
- *Yokuşlu v. Türkiye*, 2026 – Independence and impartiality of the Arbitration Committee of the Turkish Football Federation post legislative reforms carried out after the Court's finding of a violation of Article 6 § 1 and indicating a systemic problem in the settlement of football disputes requiring general measures (violation of Article 6 § 1; Article 8 inadmissible *ratione materiae*).

Cases under Article 6 (criminal):

- *Deweer v. Belgium*, 1980: Imposition of a fine by way of a settlement under constraint of provisional closure of the applicant's establishment (violation of Article 6 § 1);
- *Ali Rıza and Others v. Turkey*, 2020: Disciplinary proceedings resulting in the applicants' suspension for one year from any football-related activity, §§ 153-154 (inadmissible – incompatible *ratione materiae*).

Arbitration under other Articles of the Convention

Article 7:

- *Platini v. Switzerland* (dec.), 2020: Arbitral decision resulting in disciplinary suspension in a professional sports context; decision based on the FIFA's Disciplinary Code and imposed by its judicial bodies (inadmissible – incompatible *ratione materiae*).

Article 8:

- *Platini v. Switzerland* (dec.), 2020: Arbitral decision resulting in a disciplinary suspension in a professional sports context (inadmissible – manifestly ill-founded);

- *Semenya v. Switzerland* [GC], 2025: Scope of judicial review of the Swiss Federal Supreme Court in relation to CAS's decision when complaints relate to fundamental rights (complaint incompatible *ratione personae* and *ratione loci* on account of the absence of the respondent State's jurisdiction);

- *Altıner Akıncı v. Türkiye*, 2026: The decision of a national volleyball federation not to include the applicant in the list of referees eligible for international competition upheld in compulsory arbitration proceedings (complaint inadmissible *ratione materiae* – measure in question failed to reach the threshold of the seriousness under the consequence-based approach as set out in *Denisov v. Ukraine* [GC]);
- *Yokuşlu v. Türkiye*, 2026: The rejection by the national football federation of the applicant's request to revoke a termination notice of his contract with a football club upheld in compulsory arbitration proceedings (complaint inadmissible *ratione materiae* – measure in question failed to reach the threshold of the seriousness under the consequence-based approach as set out in *Denisov v. Ukraine* [GC]).

Article 10:

- *Sedat Doğan v. Turkey*, *Naki and Amed Sportif Faaliyetler Kulübü Derneği v. Turkey*, *İbrahim Tokmak v. Turkey*, 2021: Disciplinary and sporting sanctions and fines imposed by the Turkish Football Federation, without adequate justification, for comments made on a TV programme and the social networks (violation).

Article 11:

- *Federation of Offshore Workers' Trade Unions and Others v. Norway* (dec.), 2002: Prohibition on strike by Government ordinance providing for compulsory state arbitration (inadmissible – manifestly ill-founded);
- *Association of Academics v. Iceland* (dec.), 2018, §§ 28-35: Legislation introducing restrictions on strike action by trade unions and the imposition of compulsory arbitration (inadmissible – manifestly ill-founded).

Article 1 of Protocol No. 1:

- *Stran Greek Refineries and Stratis Andreadis v. Greece*, 1994, §§ 61-62 and §§ 73-75: Arbitration awards that have the force of final decisions and are deemed to be enforceable considered as "possession" within the meaning of Article 1 of Protocol No. 1; State's failure to pay the arbitral awards (violation of Article 1 of Protocol No. 1);
- *Transado-Transportes Fluviais Do Sado S.A. v. Portugal* (dec.), 2003: Alleged deprivation of property without compensation as a result of interpretation by an arbitration court of a contract of concession; no interference attributable to State authorities (inadmissible – incompatible *ratione materiae*);
- *Regent Company v. Ukraine*, 2008, §§ 61-62: Continued non-enforcement of an arbitral award (violation of Article 1 of Protocol No. 1);
- *Sedelmayer v. Germany* (dec.), 2009: Non-enforcement of an arbitral award against another State (inadmissible – manifestly ill-founded);
- *Kin-Stib and Majkic v. Serbia*, 2010, §§ 83-85: Partial non-enforcement of an arbitral award (violation of Article 1 of Protocol No. 1);
- *Ali Rıza and Others v. Turkey*, 2020: Disciplinary sanction imposed by the Arbitration Committee, allegedly depriving the applicants of their future income (inadmissible – incompatible *ratione materiae*);
- *BTS Holding, a.s. v. Slovakia*, 2022, § 71-73: Non-enforcement of an arbitral award imposed by the International Chamber of Commerce (violation of Article 1 of Protocol No. 1).

Recap of general principles

- General principles on the right to a court: *Mutu and Pechstein v. Switzerland*, 2018, §§ 92-96; *Ali Riza v. Switzerland*, 2021, §§ 72-77.
- General principles on an independent and impartial tribunal established by law: *Mutu and Pechstein v. Switzerland*, 2018, §§ 138-144; *Ali Rıza and Others v. Turkey*, 2020, §§ 194-200.
- General principles on the right to a public hearing: *Mutu and Pechstein v. Switzerland*, 2018, §§ 175-177; *Ali Riza v. Switzerland*, 2021, §§ 113-115.

Further references

Council of Europe documents:

- PACE Resolution 2151 (2017) on Human rights compatibility of investor-State arbitration in international investment protection agreements
- Handbook on “Disciplinary and arbitration procedures of the sport movement” (for use by judicial authorities)
- Handbook on “Human rights protection in Europe in the context of sports organisations' disciplinary and arbitration procedures – Good practice handbook No. 5 (2018)”

KEY CASE-LAW REFERENCES

Leading cases:

- *Mutu and Pechstein v. Switzerland*, nos. 40575/10 and 67474/10, 2 October 2018 (no violation of Article 6 § 1 as regards the alleged lack of independence and impartiality of the CAS; violation of Article 6 § 1 on account of the lack of a public hearing before the CAS);
- *Ali Rıza and Others v. Turkey*, nos. 30226/10 and 4 others, 28 January 2020 (violation of Article 6 § 1) and the follow-up case of *Yokuşlu v. Türkiye*, no. 489/24, 6 January 2026 (violation of Article 6 § 1).

Other cases under Article 6 (civil):

- *Bramelid and Malmström v. Sweden*, Commission Report 31, nos. 8588/79 and 8589/79, 12 December 1983 (violation of Article 6 § 1);
- *Lithgow and Others v. the United Kingdom*, 8 July 1986, Series A no. 102 (no violation of Articles 1 of Protocol No. 1, 14 in conjunction with Article 1 of Protocol No. 1, 6 § 1 and 13);
- *Stran Greek Refineries and Stratis Andreadis v. Greece*, 9 December 1994, Series A no. 301-B (violation of Articles 6 § 1 and 1 of Protocol No. 1; no violation of Article 6 § 1 as regards the length of the proceedings);
- *Suovaniemi and others v. Finland* (dec.), no. 31737/96, 23 February 1999 (Article 6: inadmissible – manifestly ill-founded);
- *Pastore v. Italy* (dec.), no. 46483/99, 25 May 1999 (Article 6 § 1: inadmissible – manifestly ill-founded);
- *Transado-Transportes Fluviais Do Sado S.A. v. Portugal* (dec.), no. 35943/02, 16 December 2003 (Article 6 § 1: inadmissible – manifestly ill-founded; Article 1 of Protocol No. 1: inadmissible – incompatible *ratione materiae*);
- *Regent Company v. Ukraine*, no. 773/03, 3 April 2008 (violation of Articles 6 § 1 and 1 of Protocol No. 1);
- *Eiffage SA and Others v. Switzerland* (dec.), no. 1742/05, 15 September 2009 (Article 6 § 1: inadmissible – incompatible *ratione materiae*; Article 13: inadmissible – manifestly ill-founded);
- *Granos Organicos Nacionales S.A. v. Germany* (dec.), no. 19508/07, 12 October 2010 (Article 6 taken alone and in conjunction with Article 14: admissible);
- *Suda v. the Czech Republic*, no. 1643/06, 28 October 2010 (violation of Article 6 § 1);
- *Kolgu v. Turkey* (dec.), no. 2935/07, 27 August 2013 (Article 6: inadmissible – manifestly ill-founded);
- *Klausecker v. Germany* (dec.), no. 415/07, 6 January 2015 (Article 6: inadmissible – manifestly ill-founded);
- *Tabbane v. Switzerland* (dec.), no. 41069/12, 1 March 2016 (Article 6: inadmissible – manifestly ill-founded);
- *Le Bridge Corporation LTD S.R.L. v. the Republic of Moldova* (dec.), no. 48027/10, 27 March 2018 (Article 6 § 1 and 1 of Protocol No. 1: inadmissible – substantially the same);
- *Apollo Engineering Limited v. the United Kingdom* (dec.), no. 22061/15, 2 July 2019 (Article 6 § 1: inadmissible – manifestly ill-founded);
- *Bakker v. Switzerland* (dec.), no. 7198/07, 3 September 2019 (Article 6: inadmissible – manifestly ill-founded);

- *Promimpro Exports and Imports Limited and Sinequanon Invest v. Ukraine* (dec.), no. 32317/10, 10 September 2019 (Articles 6, 13 and Article 1 of Protocol No. 1: inadmissible – incompatible *ratione personae*);
- *Mediation Berti Sports v. Turkey* (dec.), no. 63859/12, 12 May 2020 (Article 6 § 1: inadmissible – incompatible *ratione materiae*);
- *Sedat Doğan v. Turkey*, no. 48909/14, 18 May 2021 (violation of Articles 6 § 1 and 10);
- *Naki and Amed Sportif Faaliyetler Kulübü Derneği v. Turkey*, no. 48924/16, 18 May 2021 (violation of Articles 6 § 1 and 10);
- *İbrahim Tokmak v. Turkey*, no. 54540/16, 18 May 2021 (violation of Articles 6 § 1 and 10);
- *Beg S.p.a. v. Italy*, no. 5312/11, 20 May 2021 (violation of Article 6 § 1);
- *Ali Riza v. Switzerland*, no. 74989/11, 13 July 2021 (no violation of Article 6 § 1);
- *Xavier Lucas v. France*, no. 15567/20, 9 June 2022 (violation of Article 6 § 1) ;
- *Semenya v. Switzerland* [GC], no. 10934/21, 10 July 2025 (violation of Article 6 § 1);
- *Altıner Akıncı v. Türkiye*, no. 9570/23, 6 January 2026 (no violation of Article 6 § 1 as regards the independence and impartiality of the Sports Arbitration Board; violation of Article 6 § 1 as regards the lack of sufficient judicial review before the Sports Arbitration Board; and Article 8: inadmissible – incompatible *ratione materiae*).