

A GOAL SCORED IN THE BOARDROOMS?

Why Senegal Remains Africa's Champions — and Why They Should Remain So Before the CAS

Legal analysis of the AFCON 2025 Final in light of Court of Arbitration for Sport jurisprudence on result stability, abandonment and federative discretion

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I. Introduction: When Football is Decided in the Boardrooms

On 18 January 2026, in Rabat, Senegal were crowned champions of the 2025 Africa Cup of Nations (AFCON 2025) against Morocco, the host nation, after a match played in an atmosphere of extraordinary tension. The final score, 1–0 in extra time, was the outcome of ninety minutes plus thirty minutes of football completed under the supervision of the competent match officials. Only weeks later, the CAF Appeals Board declared Morocco champions by *walkover* — awarding Senegal a loss by default — thereby reversing the sporting result. The news generated enormous media coverage. From the standpoint of sports law, however, the legal situation is considerably more complex than the media noise suggests.

This article analyses whether the CAF Appeals Board's decision would withstand a potential appeal before the Court of Arbitration for Sport (CAS) in Lausanne, in light of the CAS's established jurisprudence on result stability, the concept of abandonment, and the scope of federative discretion. The conclusion, as will be set out below, is that there are solid legal grounds for maintaining that Senegal should retain the title, and that the CAF decision departs from the interpretive standards that the CAS itself has consistently applied.

II. The Facts: A Final Played, Completed and Marred by Tension

During the AFCON 2025 final, played on 18 January in Rabat, a highly contentious incident occurred. In stoppage time, following the award of a penalty to Morocco, local supporters attempted to invade the pitch and the Senegalese squad temporarily left the field of play in protest. The interruption lasted approximately fifteen minutes. Play was ultimately resumed,

the Senegalese goalkeeper saved the Moroccan penalty, and Senegal scored the only goal of extra time to claim the title.

In the initial disciplinary phase, CAF imposed significant financial and sporting sanctions on both the Senegalese Football Federation (FSF) and the Royal Moroccan Football Federation (FRMF), as well as on players and officials from both sides; it did not, however, alter the sporting result. In the appeal stage, the CAF Appeals Board reached a radically different conclusion: it declared Senegal the losing side by default (3–0 in Morocco’s favour) and reversed the title. This decision may be appealed before the CAS pursuant to the relevant provision of the CAF Statutes granting access to international arbitration.

III. The Legal Concept of Abandonment: CAS Doctrine in the Wydad–Espérance Case (CAS 2019/A/6483)

The leading precedent in this area is the CAS award issued on 18 September 2020 in CAS 2019/A/6483, Wydad Athletic Club v. CAF and Espérance Sportive de Tunis, concerning the 2018/2019 CAF Champions League final. The analogical application of that award to the AFCON 2025 case is highly instructive — although, crucially, its practical implications point in a direction contrary to that apparently followed by the CAF Appeals Board.

1. The Facts of the Wydad Case and Their Contrast with AFCON 2025

In the 2019 final, Wydad Athletic Club (WAC) abandoned the field of play in the 59th minute, citing the unavailability of VAR to review a disallowed goal which the team considered valid. Following approximately ninety minutes of negotiations, the WAC head coach expressly declared that his team would not resume the match under any circumstances. Faced with that definitive and irrevocable refusal, the referee brought the match to an end. WAC lost by default.

The factual sequence in AFCON 2025 is radically different: the Senegalese side left the pitch for approximately fifteen minutes, in the context of serious security incidents and attempted pitch invasions, but subsequently returned to the field, the referee resumed play, and the match was completed to its regulatory conclusion, including extra time. There was no definitive refusal to continue. The game ended.

2. The Legal Definition of Abandonment in CAS 2019/A/6483

The CAS Panel in the Wydad case set out with notable precision the requirements that constitute abandonment for the purposes of Article 148 of the CAF Disciplinary Code. The award held that abandonment exists when “*a team refuses to play a match or to continue playing one that has already begun*”, but emphasised that such refusal must be definitive and unequivocal, materialised to the point where the referee is objectively unable to continue the match due to the absence of one of the competing sides. The Panel reasoned as follows when analysing the WAC head coach’s statements:

“Accordingly, the Panel concludes that, in the present case, the decision of the WAC players not to resume play after the interruption of the Disputed Match in the 59th minute constitutes a refusal to play within the meaning of Article 148 of the CAF Disciplinary Code, pursuant to which [i]f a team refuses to play a match or to

continue playing one that has already begun, it shall be sanctioned with a minimum fine of twenty thousand United States dollars (USD 20,000) and shall, in principle, lose the match by default’, and that the Appeals Board was correct to confirm, by the Appealed Decision, the Disciplinary Board’s ruling that WAC lost the Disputed Match by default and that WAC had to pay a fine of USD 20,000.”

(CAS 2019/A/6483, § 167)

Two elements of this paragraph are of paramount importance to Senegal’s defence before the CAS:

First, the CAS links abandonment to the fact that the team “does not resume play” in a definitive manner, to the point where the referee is compelled to end the match because that team refuses to continue. In the WAC case, the match was not completed because the team refused; in the Senegal case, the match was completed because the team returned to the pitch. The factual distinction is decisive and precludes treating both situations as legally equivalent.

Second, the expression “*in principle*, shall lose the match by default” is interpreted by the CAS itself as enabling a margin of appreciation for the disciplinary body. The 3–0 forfeit is not, according to this jurisprudence, an automatic and irrebuttable consequence, but rather a general rule subject to modulation depending on the specific circumstances of the case.

3. The Absence of VAR as an Additional Pro-Senegal Argument

CAS 2019/A/6483 also contains relevant doctrine regarding VAR that is applicable to the AFCON 2025 case. The Panel declared that the absence or malfunction of VAR does not constitute a violation of the principle of equal opportunity — given that both teams are equally affected — and that it does not in any way invalidate a match that has been played. The CAS expressly cited the IFAB VAR Protocol to conclude that the presence of VAR is not a “basic condition of the game” in the sense that its absence would render a match invalid.

This reasoning is directly transposable to the AFCON 2025 case: if the match was played and completed under regulatory conditions — even if in a tense atmosphere — it cannot be accepted *ex post* that the circumstances of the encounter were of such a nature as to justify a legitimate abandonment automatically triggering the forfeit. The validity of the match was implicitly recognised when it was resumed and played through to its conclusion.

IV. The Principle of Result Stability in CAS Jurisprudence

Beyond the Wydad case, CAS jurisprudence has consolidated a general principle of enormous relevance to the case at hand: the stability of sporting results and deference to the technical autonomy of the organising body. This principle operates along two complementary dimensions.

1. The ‘Field of Play’ Doctrine

The CAS has repeatedly affirmed that decisions made by the referee on the field of play — so-called “field of play decisions” — are not reviewable by way of arbitration except in cases of fraud, corruption, or manifest violation of clear rules. This principle, described as a “cornerstone” of sports arbitration jurisprudence, means that the referee’s conduct during the

match, including the decision to award the penalty that triggered the Senegalese protest, cannot be reviewed in arbitration regardless of whether it was correct.

For the AFCON 2025 case, this doctrine points towards preserving the match result. If the refereeing decision that motivated the protest is not reviewable, neither are its sporting consequences, unless an independent regulatory infringement of sufficient gravity is established.

2. Non-Intervention When the Federation Reasonably Applies Its Rules

The CAS has also held that, provided the federation applies its rules consistently, without discrimination and with due process, the arbitral body will refrain from substituting the federation's assessment with its own, even if it might in the abstract have reached a different conclusion. This principle of deference to the regulatory discretion of sports federations is particularly strong in disciplinary matters.

In the AFCON 2025 case, CAF — in its initial disciplinary ruling — reasonably applied its regulations by distinguishing between Senegal's extremely serious unsporting conduct (sanctioned with multi-million dollar fines and lengthy suspensions) and the forfeit that would deprive them of the title. That interpretation is consistent with the wording of the relevant sanctioning provision (“in principle, shall lose the match”) and with CAS doctrine on margins of appreciation. It is the subsequent decision of the Appeals Board — overturning the result without a clear and unambiguous normative basis — that creates legal uncertainty.

3. The Precedent on Ineligible Players and the Non-Automatic Nature of the Forfeit

The distinction between automatic forfeit rules and forfeit rules with interpretive margin is another relevant line of jurisprudence. In the case concerning the fielding of an ineligible player (CAS 2018/A/5943), the CAS confirmed that, where the federation's regulations do not make the forfeit an automatic and unequivocal consequence but instead permit disciplinary alternatives, the federation is not obliged to impose a 3–0 result. The key lies in the literal text and structure of the applicable rule.

If the AFCON regulations on abandonment display the same ambiguity as Article 148 of the CAF Disciplinary Code — which the CAS itself interpreted in a non-automatic sense in the Wydad case — Morocco will need to demonstrate before the CAS that the rule is sufficiently categorical as to leave no room for graduated application. That is precisely its greatest argumentative obstacle.

V. The Substantive Arguments in a Potential CAS Appeal

1. The Position of CAF/Senegal: No Definitive Abandonment Occurred

Senegal's central line of defence rests on the objective element of abandonment: for the *refusal to play* to be triggered, the match must be rendered unable to continue due to the team's definitive refusal. Here, the match resumed and was played to its conclusion. Senegal's conduct, however serious from a sporting and disciplinary standpoint, did not prevent the match

from being held. The result in the referee's match report is the outcome of a game that was played.

As for the subjective element, CAF's internal jurisprudence — as evidenced by the Wydad case itself — requires a firm and definitive refusal to continue, which in that case was materialised through the head coach's express declaration. In the Senegal case, the team returned to the field. There is no comparable declaration of definitive refusal.

Proportionality provides a further weighty argument: CAF can, and indeed did in the first instance, acknowledge a very serious infringement and sanction it with the most severe disciplinary consequences — fines exceeding one million dollars, lengthy suspensions for the head coach and several players — without being obliged to impose the forfeit when the relevant rule admits of interpretation. As CAS 2019/A/6483 made clear, the phrase "*in principle*" is not mere rhetoric: it is the normative authorisation for the disciplinary body to calibrate its response.

2. The Position of Morocco: The Protest Amounted to a Sanctionable Abandonment

Morocco's argument proceeds from the premise that Senegal's departure from the field of play for fifteen minutes, at a decisive moment of the match, materially constitutes an abandonment capable of triggering the relevant disciplinary provision. The subsequent resumption of play would be legally irrelevant for the purposes of classifying the conduct, or at least would not erase an infringement already committed.

Morocco will seek to transpose the logic of the Wydad case to the AFCON 2025 situation: that a team's refusal — even if temporary — to continue playing, originating in protest against a disputed refereeing decision, may be classified as a sanctionable "abandonment". In this regard, CAS 2019/A/6483 offers only limited support: the CAS accepted that the WAC's refusal constituted abandonment, but on the basis of qualitatively different facts. Morocco's principal obstacle before the CAS will be demonstrating that the result of a match *already played and completed* must be reversed when the applicable regulations do not provide for this as an automatic consequence and when the federation itself, in the first instance, did not consider it appropriate.

3. The Risk of Overturning a Completed Result

There is a competitive integrity argument that the CAS has taken into account in its jurisprudence: altering *ex post* the result of a completed final, with the trophy already presented and the historical standings closed, is a remedy of an exceptional nature that requires a solid, precise and unambiguous legal basis. The regulatory intent to produce such a drastic effect cannot be presumed when the text admits an alternative reading. This principle, which the CAS has applied across multiple contexts, is the one that most powerfully favours Senegal.

VI. Conclusions: Senegal Should Remain Champions

In light of the foregoing analysis, the following provisional conclusions may be drawn, pending any CAS ruling:

First. Senegal’s conduct during the AFCON 2025 final was undoubtedly serious from a disciplinary standpoint, and it warranted the severe financial and sporting sanctions imposed by CAF in the first instance. That is not in dispute.

Second. That conduct does not, however, meet the objective and subjective requirements that CAS jurisprudence — in particular CAS 2019/A/6483 — demands for it to be classified as abandonment in the technical legal sense, given that the match was resumed and concluded in accordance with the regulations.

Third. The applicable provision on abandonment, as interpreted by the CAS itself, does not generate the forfeit as an automatic and irresistible consequence. The phrase “in principle” empowers the disciplinary body to calibrate its response, which means that the solution adopted by CAF in the first instance — severe disciplinary sanction without altering the result — was legally permissible and reasonable.

Fourth. The CAS’s established doctrine on result stability, field of play decisions and deference to federative discretion operates with considerable force in this case: overturning the result of a completed final requires an unequivocal normative basis, which is absent here.

Fifth. The CAF Appeals Board’s decision, in reversing the result and stripping Senegal of the title, departs from the interpretive parameters applied by the CAS itself and, should the matter reach Lausanne, stands a strong chance of being set aside. The goal, in this case, should stay on the pitch — not in the boardrooms.

NOTES AND JURISPRUDENTIAL REFERENCES

1. CAS/TAS 2019/A/6483, Wydad Athletic Club v. Confédération Africaine de Football (CAF) and Espérance Sportive de Tunis, Award of 18 September 2020. Panel: Mr Jacques Radoux (President), Mr Fabio Iudica and Prof. Ulrich Haas. Available at jurisprudence.tas-cas.org.
2. Article 148 of the CAF Disciplinary Code: “[I]f a team refuses to play a match or to continue playing one that has already begun, it shall be sanctioned with a minimum fine of twenty thousand United States dollars (USD 20,000) and shall, in principle, lose the match by default.”
3. CAS 2019/A/6483, § 158: on VAR as a non-basic condition of play and the IFAB VAR Protocol.
4. CAS 2019/A/6483, § 167: definition of the abandonment scenario and confirmation of forfeit in the WAC case.
5. On the ‘field of play’ doctrine: CAS 2004/A/748; CAS 2008/A/1641; CAS 2015/A/3874 (referenced in CAS 2019/A/6483, § 162).
6. On non-automatic forfeit and federative discretion: CAS 2018/A/5943. Analysis at football-legal.com: “Fielding of an ineligible player: CAS does not issue a 3-0 forfeit loss”.
7. On result stability and CAS non-intervention when the federation reasonably applies its rules: doctrinal analysis at entsportslawjournal.com and medias24.com (AFCON 2025 Final: Legal analysis of a questionable disciplinary decision, 31 January 2026).
8. Factual and procedural references: Reuters, 19 January 2026; CAF Official Statement, CAF Disciplinary Board (January–February 2026); sportbible.com, 17 March 2026.