

THE EUROPEAN HANDBALL COURT OF ARBITRATION -SELECTED CASE LAW

A Court at the Service of Handball and Its Stakeholders

Introduction

This collection brings together a series of recent awards rendered by the European Handball Court of Arbitration (ECA), offering a structured overview of key developments in international sports arbitration. Although arising from diverse factual backgrounds, the cases reveal a number of recurring legal themes, including the determination of contractual obligations, the evidentiary assessment of parties' conduct, the limits of contractual autonomy, and the interaction between sports regulations and mandatory national or supranational norms.

Taken together, these awards illustrate the increasingly sophisticated role of the ECA in addressing disputes at the intersection of private agreements and regulatory frameworks. They also reflect a broader trend in sports arbitration towards pragmatic reasoning, with particular emphasis on fairness, proportionality, and the effective protection of rights within the specificities of the sporting context.

By adopting a consistent analytical structure, supported by a thematic index of key legal issues, this compilation aims to provide both a clear comparative perspective and a useful reference tool for practitioners and arbitrators engaged in the field of sports law and European Handball stakeholders.

I would like to take this opportunity to express my sincere appreciation to the ECA Office for its continuous and invaluable support in the administration of proceedings. I am equally grateful to my fellow members of the ECA Council for their dedication, expertise, and commitment to safeguarding the integrity and quality of the Court's work. Last not least, special thanks are also due to the ECA arbitrators, whose independence, professionalism and legal acumen are essential to the consistent and high standard of the Court's jurisprudence.

Any errors or omissions remain solely my own.

Brussels, 8 April 2026.

Michele Colucci

President of the Council of the European Court of Arbitration

INDEX OF KEY LEGAL ISSUES

Agency and Intermediation:

- **Intermediation Agreement (Commission; Excessive Interest Clause):** ECA Award n°20971
- **Commission Agreement (Proof of Intermediation; Contractual Obligations):** ECA Award n°20923
- **Representation Agreement (Exclusivity; Proof of Services):** ECA Award n°20887

Employment and Players' Rights:

- **Employment Relationship (Maternity Protection; Authenticity of Contractual Documents):** ECA Award n°20808
- **Settlement Agreement (Enforcement of Payment Obligations; Jurisdiction):** ECA Award n°20901
- **Unpaid Salaries and Interest:** ECA Award n° 20969

Regulatory and Institutional Disputes:

- **Rinck Convention (Mutual Recognition of Qualifications; EU Law Interaction):** ECA Award n°20843

Contractual Principles

- **Pacta Sunt Servanda (Binding Nature of Agreements):** ECA Awards n°20969, 20971, 20923, 20901
- **Contractual Penalties (Limits; Public Policy Control):** ECA Award n°20971
- **Exclusivity Clauses (Scope and Enforceability):** ECA Award n°20887

Evidence and Burden of Proof

- **Implicit Acknowledgment of Services (Conduct of the Parties):** ECA Award n°20971
- **Proof of Intermediation Activity (Causal Link Requirement):** ECA Awards n°20923, 20887
- **Authenticity of Documents (Expert Evidence):** ECA Award n°20808
- **Informal Evidence (Communications; Messaging Exchanges):** ECA Awards n°20971, 20923

Jurisdiction and Arbitration

- **Validity of Arbitration Clauses:** ECA Awards n°20971, 20901
- **Arbitrability of Employment-Related Disputes:** ECA Award n°20901
- **Parallel Proceedings and Jurisdiction:** ECA Award n°20901

Interaction with National and Supranational Law

- **Mandatory Labour Law (Maternity Protection):** ECA Award n°20808
- **Public Policy of the Seat (Limits to Party Autonomy):** ECA Award n°20971
- **EU Law and Sports Regulations (Recognition of Qualifications):** ECA Award n°20843

LIST OF CASES

(in chronological orders starting from the most recent one)

ECA Award n°20969 of 7 April 2026

Player v Club – Employment Contract, Unpaid Salaries, Pacta Sunt Servanda

1. Introduction

The award rendered by the European Handball Court of Arbitration concerns a classic employment-related dispute arising from the **non-payment of contractual remuneration**. While legally straightforward, the case is noteworthy for its clear reaffirmation of the principle of pacta sunt servanda and for its reliance on the **conduct of the parties as decisive evidence of indebtedness**.

More broadly, the decision reflects the ECA's consistent and pragmatic approach to disputes involving unpaid salaries, combining formal contractual analysis with a flexible evidentiary assessment.

2. Facts of the Case and Parties' Positions

The dispute arose out of an employment agreement concluded between a professional handball player and a club for a fixed sporting season. The contract provided for a **monthly net salary**, together with additional benefits in kind.

During the contractual period, the club failed to comply fully with its financial obligations. Although a number of payments were made, a significant portion of the agreed remuneration remained outstanding.

The player repeatedly sought payment, engaging in sustained communication with the club. These exchanges reveal that the club did not dispute the existence of the debt; rather, it acknowledged its obligation and indicated its intention to settle the outstanding amounts progressively. Notwithstanding these assurances, full payment was never effected.

In light of the continued default, the player initiated arbitration proceedings before the ECA, seeking payment of the outstanding remuneration, together with interest and costs. The respondent club, despite having been duly notified on several occasions, **failed to participate in the proceedings** and did not submit any defence.

3. Jurisdiction and Applicable Law

The Panel had little difficulty in confirming its jurisdiction. The employment agreement contained a clear arbitration clause referring disputes to the ECA, and the matter fell squarely within the Court's competence as a dispute between a player and a club.

The Panel further noted that prior attempts to resolve the dispute amicably had been unsuccessful, thereby triggering the arbitration mechanism provided for in the contract.

4. Legal Issues

Against this background, the Panel structured its analysis around two central issues: first, the **validity and legal nature of the employment agreement**; second, the **legal consequences of the club's failure to comply with its contractual obligations**, in particular the player's entitlement to outstanding remuneration.

5. Reasoning of the Panel

5.1 *Validity and Binding Nature of the Agreement*

The Panel began by confirming that the agreement had been validly concluded. It bore the signatures of both parties, and its authenticity was not contested.

On this basis, the Panel reaffirmed the fundamental principle of *pacta sunt servanda*, holding that the agreement was **binding and must be performed in accordance with its terms**. This principle constituted the cornerstone of the Panel's subsequent reasoning.

5.2 *Breach of Contract and Entitlement to Remuneration*

Turning to the substance of the dispute, the Panel focused on the club's failure to honour its financial obligations.

A key element of the reasoning lies in the Panel's assessment of the parties' conduct. The documentary evidence, including exchanges between the player and the club, demonstrated that the latter had **consistently acknowledged its obligation to pay**, while merely postponing performance.

The Panel attached particular significance to the fact that:

- the club never contested the validity of the agreement or the existence of the debt;
- partial payments had been made over time;
- repeated assurances of payment had been given.

Taken together, these elements were considered sufficient to establish both the **existence and the quantum of the outstanding remuneration**.

In these circumstances, the Panel concluded that the player was entitled to receive the unpaid portion of the contractual salary.

5.3 *Interest*

With regard to interest, the Panel noted the absence of a contractually agreed rate. It therefore applied its established practice, awarding **default interest based on the law of the seat of arbitration**, calculated from the respective due dates of the unpaid instalments until effective payment.

This approach reflects the compensatory function of interest and ensures consistency across ECA jurisprudence.

5.4 **Costs**

As to costs, the Panel applied the general rule that the unsuccessful party bears the costs of the arbitration. In view of the outcome of the proceedings, the club was ordered to bear the entirety of the arbitration costs and to reimburse the claimant's advance.

At the same time, the Panel confirmed that each party should bear its own legal expenses, in accordance with the applicable procedural rules.

6. **Decision**

The Panel upheld the claim in full. It ordered the club to:

- pay the outstanding remuneration due under the employment agreement;
- pay interest calculated from the respective due dates until full settlement;
- bear the costs of the arbitration and reimburse the claimant's advance.

7. **Commentary**

Although the case does not raise complex legal questions, it offers a useful illustration of several recurrent features of sports arbitration.

First, the award confirms the **centrality of pacta sunt servanda** in employment disputes. Where contractual obligations are clear and uncontested, arbitral tribunals will enforce them strictly.

Second, the decision highlights the importance of **parties' conduct as evidence**. The Panel's reliance on informal communications and partial payments reflects a broader trend towards evidentiary flexibility, privileging substance over formalism.

Third, the case illustrates the procedural implications of **non-participation by the respondent**. While arbitration may proceed in default, the absence of a defence inevitably strengthens the claimant's position, particularly where the documentary record is coherent and unchallenged.

Finally, the award confirms the ECA's consistent practice regarding **default interest and allocation of costs**, contributing to the predictability and coherence of its jurisprudence.

CASE NOTE 20971

ECA Award n°20971 of 30 March 2026

Agency v Club – Intermediation Agreement, Commission, Excessive Interest Clause

1. Introduction

The award rendered by the European Handball Court of Arbitration on 30 March 2026 addresses recurring issues in sports arbitration concerning **agents' remuneration**, **burden of proof of intermediation services**, and the **validity of penalty clauses**. The decision is particularly noteworthy for its treatment of **implicit acknowledgment of services** and its firm stance on **excessive contractual interest rates**, assessed against the public policy of the seat of arbitration.

2. Facts of the Case and Parties' Positions

A licensed sports agency and a professional handball club entered into an **intermediation agreement** in December 2023. The agency undertook to facilitate the conclusion of an employment contract between the club and a player. The agreement provided for a **two-stage commission**: a first instalment for the 2023/2024 season (paid) and a second instalment for the 2024/2025 season (unpaid). Despite repeated reminders and a formal notice of default, the club failed to pay the second instalment. The agency initiated arbitration proceedings before the ECA, seeking payment of the outstanding commission together with **contractual interest of 1% per day**.

The **claimant (agency)** argued that: (i) the agreement had been fully performed, as evidenced by the conclusion of the player's employment contract; (ii) the payment of the first instalment constituted implicit recognition of performance; (iii) the club's failure to pay the second instalment amounted to a **breach of contract** under Romanian law; the agreed **penalty clause (1% daily interest)** should be enforced. **The respondent (club)** contended that: (i) the claim was procedurally defective due to improper service; (ii) the agency failed to prove any **effective intermediation activity**; (iii) No causal link existed between alleged services and the claimed remuneration; (iv) The interest clause was manifestly excessive and should be reduced or disregarded.

4. Jurisdiction and Applicable Law

The Arbitration Panel (hereafter "the Panel") confirmed its jurisdiction based on the arbitration clause contained in the agreement. It clarified that reference to the former "EHF Court of Arbitration" was to be understood as the present ECA, applying the principle *falsa demonstratio non nocet*. As to the applicable law, the tribunal relied on the contractual choice of **Romanian law**, in accordance with the ECA procedural framework.

5. Legal Issues

The Panel identified two central questions: a) the **legal qualification and validity** of the intermediation agreement; b) the **consequences of such qualification**, in particular the entitlement to commission and enforceability of the interest clause.

6. Reasoning of the Panel

6.1 Validity and Binding Nature of the Agreement

The Panel reaffirmed the principle of *pacta sunt servanda*, holding that the agreement was **validly concluded and binding**. Notably, neither party challenged its validity.

6.2 Entitlement to Commission

A key aspect of the decision lies in the tribunal's evidentiary assessment. While the club denied that any services had been rendered, the tribunal relied on two decisive elements: (i) **Payment of the first instalment**: this was interpreted as implicit acknowledgment that the agency had fulfilled its obligations; and (ii) **Subsequent communications (including WhatsApp exchanges)**: these demonstrated that the club had **never contested the debt**, but merely postponed payment.

The Panel thus inferred both the **performance of the agency's services**, and the **existence of a causal link** between those services and the player's engagement. This reasoning reflects a pragmatic approach to evidence, placing significant weight on **conduct of the parties** rather than formal proof of negotiation activity.

6.3 Interest Clause and Public Policy Limits

The Panel rejected the contractual interest rate of **1% per day** as **manifestly excessive**, and incompatible with **Austrian public policy**, as the seat of arbitration was Austria. It emphasised that interest serves a **compensatory**, not punitive, function and arbitration cannot be used as a vehicle for **unjust enrichment**. Accordingly, the tribunal substituted the contractual rate with **statutory commercial interest under Austrian law** (§ 456 UGB), namely: **9.2% per annum plus the Austrian National Bank base rate**. This constitutes a clear example of **mandatory rules of the seat overriding party autonomy**, even where the applicable law on the merits is different (Romanian law).

7. Decision

The Panel **upheld the claim** and ordered the club to pay the outstanding commission and the statutory interest from 16 October 2024 until payment. Moreover, it ordered the club to bear the **arbitration costs** (with partial reimbursement of the claimant's advance); and confirmed that each party bears its own legal fees.

8. Commentary

This award provides several noteworthy contributions to sports arbitration jurisprudence.

8.1 Implicit Recognition of Services

The tribunal's reliance on the **initial payment of commission** as evidence of performance is significant. It suggests that, in agency disputes, **subsequent denial of services may be undermined by prior conduct**, especially where payments have been made without reservation.

8.2 Evidentiary Flexibility

The acceptance of **informal communications (e.g. messaging exchanges)** as evidence of debt acknowledgment reflects a broader trend in sports arbitration toward **substance over form**, particularly in disputes involving intermediaries.

8.3 Limits to Contractual Penalties

The decision reinforces the principle that **excessive penalty or interest clauses will not be enforced**, even if contractually agreed. The tribunal's recourse to **public policy of the seat** underscores the continuing relevance of transnational limits to party autonomy. This approach is consistent with wider arbitral practice, including jurisprudence of the Court of Arbitration for Sport, where disproportionate penalties are frequently reduced on grounds of fairness and proportionality.

ECA Award n°20923 of 14 November 2025

Agency v Club – Commission Agreement, Proof of Intermediation, Contractual Obligations

1. Introduction

This award addresses the entitlement of an agency to commission under an agreement with a club, focusing on the **interpretation of contractual obligations** and the **proof of intermediation services**.

2. Facts of the Case and Parties' Positions

An agency and a club entered into an agreement concerning the transfer of a player. The club later refused to pay the agreed fee, arguing that the agency had not formally represented the player.

The agency contended that it had facilitated the transfer and that the agreement did not require a formal representation mandate.

3. Jurisdiction and Applicable Law

Jurisdiction was based on the arbitration clause, and the Panel applied the relevant contractual framework together with general principles of law.

4. Legal Issues

The case raised: (i) the necessity of a formal mandate; (ii) the interpretation of the agreement; and (iii) the sufficiency of evidence of services rendered.

5. Reasoning of the Panel

The Panel emphasised that the agreement created a **direct obligation between the agency and the club**, independent of any separate mandate with the player. It found that the agency had indeed performed services contributing to the transfer, as evidenced by correspondence and negotiations.

Applying the principle of **pacta sunt servanda**, the Panel held that the club was bound to honour its contractual commitments.

6. Decision

The claim was upheld, and the club was ordered to pay the agreed commission and interest.

7. Commentary

The decision confirms the **autonomy of agency–club agreements** and clarifies that the absence of a formal mandate with the player does not preclude remuneration where contractual obligations are otherwise fulfilled. It also illustrates the **flexible approach to evidence** adopted in sports arbitration.

CASE NOTE 20843

ECA Award n°20843 of 14 October 2025

Federation v EHF – Rinck Convention, mutual recognition of qualifications, interaction with EU law

1. Introduction

This award provides an important contribution to the evolving relationship between **sports governance and European Union law**, focusing on the **mutual recognition of professional qualifications** within the framework of the EHF Rinck Convention. It raises complex questions concerning the interplay between **private sporting regulations and public legal systems**.

2. Facts of the Case and Parties' Positions

The dispute arose from a refusal by a national federation to recognise coaching licences issued abroad, despite its prior adherence to the Rinck Convention, which establishes a system of mutual recognition of coaching qualifications.

The claimant federation argued that its conduct was justified by domestic law implementing Directive 2005/36/EC, according to which only a national authority could grant valid coaching licences. It further challenged the legality of the disciplinary proceedings initiated by the EHF.

The EHF, in turn, maintained that the federation was bound by the Convention and that its refusal constituted a clear violation of its obligations as a member federation.

3. Jurisdiction and Applicable Law

The Panel confirmed its jurisdiction under the EHF regulatory framework. The applicable law consisted primarily of **EHF regulations**, interpreted in light of relevant principles of **EU law**.

4. Legal Issues

The key issues concerned: (i) the EHF's authority to initiate disciplinary proceedings; (ii) the compatibility of the Rinck Convention with EU law; and (iii) the scope of the obligation of mutual recognition.

5. Reasoning of the Panel

The Panel rejected the claimant's arguments, holding that the EHF possesses both the authority and the responsibility to enforce compliance with its regulations. It further concluded that the Rinck Convention is **compatible with EU law**, as it promotes rather than restricts professional mobility.

Importantly, the Panel emphasised that membership in an international sports federation entails a **duty of compliance with collectively agreed rules**, which cannot be unilaterally disregarded on the basis of domestic legal considerations.

6. Decision

The claim was dismissed, and the disciplinary decision was upheld.

7. Commentary

The award highlights the **binding force of international sports regulations** and their capacity to coexist with EU law. It reinforces the principle of **mutual recognition as a cornerstone of mobility in sport**, while confirming the central role of governing bodies in ensuring compliance. The decision reflects a balanced approach, acknowledging both the autonomy of sport and the relevance of public law constraints.

CASE NOTE 20901

ECA Award n°20901 of 30 September 2025

Player v Club – Settlement Agreement, Jurisdiction, Enforcement of Payment Obligations

1. Introduction

The award concerns the **enforcement of a settlement agreement** and the **scope of arbitral jurisdiction in the presence of parallel national proceedings**. It provides valuable guidance on the distinction between **employment disputes and subsequent transactional arrangements**.

2. Facts of the Case and Parties' Positions

Following a dispute over unpaid remuneration, the parties concluded a settlement agreement providing for payment in instalments. The club failed to comply with the agreed schedule.

The claimant sought enforcement before the ECA. The club contested jurisdiction and argued that the existence of national proceedings precluded arbitration.

3. Jurisdiction and Applicable Law

The Panel confirmed its jurisdiction based on the arbitration clause contained in the settlement agreement.

4. Legal Issues

The main issues were: (i) the arbitrability of the dispute; (ii) the effect of parallel proceedings; and (iii) the legal nature of the agreement.

5. Reasoning of the Panel

The Panel characterized the agreement as a **transaction independent from the original employment relationship**. As such, it fell within the scope of arbitration.

It further held that parallel proceedings did not affect its jurisdiction, particularly in light of the parties' express commitment to arbitration.

6. Decision

The claim was upheld, and the club was ordered to pay the outstanding amounts.

7. Commentary

The award underscores the **autonomy of settlement agreements** and confirms that they can be enforced independently of underlying disputes. It also reflects a pragmatic approach to parallel proceedings, favouring the effectiveness of arbitration.

CASE NOTE 20887

ECA Award n°20887 of 24 April 2025

Agency v Player – Representation Agreement, Exclusivity, Proof of Services

1. Introduction

The award addresses recurring issues in disputes between agents and players, notably the validity of representation agreements, the scope of exclusivity clauses, and the requirement of effective performance as a condition for remuneration.

2. Facts of the Case and Parties' Positions

An agency and a professional player entered into an exclusive representation agreement. The player subsequently signed an employment contract with a club without involving the agency.

The agency claimed compensation based on the exclusivity clause, arguing that the player had breached her contractual obligations.

The player contested the claim, arguing that the agency had not performed any services and that the agreement lacked legal validity under domestic law.

3. Jurisdiction and Applicable Law

The Panel confirmed its jurisdiction based on the arbitration clause and applied Romanian law.

4. Legal Issues

The dispute centred on: (i) the validity of the representation agreement; (ii) the existence of effective services; and (iii) the enforceability of the contractual penalty.

5. Reasoning of the Panel

While recognising the formal validity of the agreement, the Panel emphasised that entitlement to remuneration requires proof of actual services rendered. It found that the agency had failed to demonstrate any meaningful involvement in the conclusion of the employment contract.

Accordingly, the Panel refused to enforce the penalty clause, considering that it could not operate in the absence of performance.

6. Decision

The claim was rejected (in whole or in substantial part).

7. Commentary

This decision confirms that **exclusivity clauses do not automatically generate a right to compensation**. The existence of a **causal link between the agent's activity and the transaction** remains essential. The award aligns with established arbitral practice, including CAS jurisprudence, emphasising substance over formal contractual entitlements.

CASE NOTE 20808

ECA Award n°20808 of 17 June 2024

Employment Relationship, Maternity Protection, Authenticity of Contractual Documents

1. Introduction

The award rendered by the European Handball Court of Arbitration addresses fundamental issues at the intersection of **sports contracts and labour law**, notably the **protection of maternity**, the **authenticity of contractual documents**, and the **burden of proof in employment-related disputes**. The decision is particularly noteworthy for reaffirming the primacy of mandatory labour law provisions over contractual arrangements in the sporting context.

2. Facts of the Case and Parties' Positions

A professional handball player and a club concluded a long-term agreement governing their contractual relationship. During the final season, the player became pregnant and ceased regular sporting activity. The club subsequently refused to pay the agreed remuneration, relying on a separate "Basic Agreement" which allegedly excluded periods of maternity leave from the contractual duration.

The claimant argued that the Basic Agreement was not validly concluded, contesting the authenticity of her signature and supporting this claim with a graphological expert report. She further submitted that, under Montenegrin labour law, she was entitled to full remuneration during maternity leave, and that any contractual clause limiting such entitlement would be null and void.

The respondent, by contrast, maintained that the Basic Agreement was valid and binding, that the player had failed to fulfil her contractual obligations, and that the claim was time-barred.

3. Jurisdiction and Applicable Law

The Panel confirmed its jurisdiction on the basis of the arbitration clause contained in the primary agreement. It applied **Montenegrin law**, with particular emphasis on labour law provisions governing maternity protection and contractual obligations.

4. Legal Issues

The dispute raised three central issues: (i) the authenticity and validity of the Basic Agreement; (ii) the player's entitlement to remuneration during maternity leave; and (iii) the applicability of limitation periods.

5. Reasoning of the Panel

The Panel first addressed the authenticity of the contested agreement. Relying on the expert report and the surrounding circumstances, it found that the signature attributed to the player could not be considered authentic. Consequently, the Basic Agreement could not produce legal effects.

Turning to the substantive issue, the Panel emphasised that **mandatory labour law provisions guaranteeing maternity protection prevail over contractual arrangements**. It held that the player retained her right to full remuneration during the relevant period, regardless of her reduced sporting activity.

Finally, the Panel rejected the objection of limitation, finding that the claim had been brought within the applicable statutory time limits.

6. Decision

The Panel upheld the claim and ordered the club to pay the outstanding remuneration together with applicable interest.

7. Commentary

This award confirms the **primacy of labour law in sports disputes**, particularly where fundamental rights such as maternity protection are concerned. It also illustrates the decisive role of **expert evidence** in assessing the validity of contested documents. More broadly, the decision reinforces the trend towards **enhanced protection of athletes as workers**, aligning sports arbitration with general employment law standards.