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Sports and Arbitration Law: Understanding the Dispute Resolution Process

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The article discusses Arbitration in the Sports Industry as a praised alternative for resolving disputes due to its speed and cost-effectiveness. Professional sports teams have been among the most renowned users of this approach. Arbitration is a fast and confidential process that does not establish a legal precedent, making it advantageous for both owners and players in a field where public litigation may damage reputations and disrupt scheduled sports seasons. Research has concentrated on Collective Bargaining Agreements (CBAs) and final-offer hearings to enhance the effectiveness of arbitration. Collective Bargaining Agreements (CBAs) are contracts between players and owners of a league, addressing injury and non-injury issues, as well as compensation arbitration. Collective Bargaining Agreements (CBAs) are not commonly utilised in India, especially in sports such as cricket. The Indian Premier League (IPL) should replace the present auction system with a complete draft system. Monopoly is a significant issue in athletics, frequently overshadowing the true spirit of sportsmanship. The BCCI exemplifies a monopoly wielded by a particular institution leading to the abuse of power. The dispute settlement procedure in International Sports Law is characterised by a pluralistic approach that involves overlapping Venn diagrams. Dispute resolution in fantasy sports is a significant advancement in India's sports law. The existing dispute resolution mechanism in sports is ineffective and needs enhancements. Implementing Arbitration for Sports (ADR) in a systematic way can be advantageous by ensuring secrecy, establishing uniformity in processes among sports federations, and averting damage to professional careers. The government and judiciary should prioritise and advocate for alternative dispute resolution (ADR) in resolving disputes.

Keywords: *arbitration, collective bargaining agreements, dispute resolution mechanism.*

INTRODUCTION

The sports business is thought to make up between 3 and 6 percent of world trade, so it shouldn't be a surprise that it is a major source of legal disputes.¹ These disagreements need extra attention and a way to settle them without a lot of trouble. Arbitration has been praised as an alternative way to settle disagreements that could free up the courts from their overworked workload and provide a faster, less expensive way to settle disagreements. At some point in the last 20 years, managers in a lot of different types of businesses have used arbitration to settle disagreements about everything from pay to sexual misconduct to unfair firing. Even though they weren't the first to use arbitration, professional sports teams have been some of the most obvious users of this way to settle disagreements.

Some people would say that this mixing has produced great effects. Arbitration is quick, mostly private, and doesn't set a legal standard. This makes it perfect for both the owners and the players in a business where long, very public court battles can ruin reputations and carefully planned sports seasons. Some say that sports arbitration hasn't worked in the past, citing the baseball strike, the NBA lockout, and the Sprewell incident where a basketball player attacked a teacher. Nevertheless, the writers have mostly concentrated on concepts and ideas that will help make arbitration a real and effective way to settle sports disputes.² A lot of research has been done on the ideas of Collective Bargaining Agreements and final-offer hearings to show how well they have helped get rid of some problems in the sports world.

¹ '2024 sports industry outlook A scouting report of five major industry trends'
<<https://www2.deloitte.com/us/en/pages/technology-media-and-telecommunications/articles/sports-business-trends-disruption.html>> accessed 22 February 2024

² C C Chengappa, 'Sports Arbitration Centre of India: A timely implementation in the right direction' *The Bridge* (03 November 2021) <<https://thebridge.in/law-in-sports/india-sport-arbitration-impact-consequence-dispute-26397>> accessed 22 February 2024

Several case laws have shown that different officials need to work together and that courts play an important role. Finally, specific ideas have been made that can help make arbitration more useful and turn it into one of the best ways to settle sports disputes quickly. Because of this, the next study paper will cover the real blue aspects of arbitration being used to settle sports-related disputes and explain why it is so important right now.

ARBITRATION CLAUSE AND COLLECTIVE BARGAINING AGREEMENT

Being an athlete has always been a challenging profession. Individuals anticipate them to excel in every aspect when they step onto the pitch, while also carrying the added pressure of performing for their individual teams. In addition, it is crucial to provide the players with proper inclusion and assistance in dealing with any valid legal disputes that may arise. These disagreements can involve conflicts between the organization and the players, the governing body and the players, and so on. The conventional approach to resolving such issues can be tedious, especially for an athlete who is already burdened with the pressure of performing on the pitch. To alleviate this dilemma, arbitration clauses are included in Collective Bargaining Agreements to address the deviations that lead to accidents.

Concerning professional sports, the Collective Bargaining Agreement (hence referred to as CBA) is the agreement that is negotiated between the players of a particular league and the owners of that league. An arbitration clause is typically included in these agreements. This clause is responsible for managing both injury and non-injury complaints, as well as compensation arbitration. Basketball, baseball, football, and professional hockey are just a few of the sports that have made considerable use of these agreements to establish a harmonic connection between the players and the league proprietors. Complaints, problems regarding contracts, and questions regarding compensation are typically resolved by binding arbitration, which is a striking feature of most CBAs.

In the beginning, the term 'Baseball Arbitration' was derived from a new tactic that was implemented to resolve disagreements amongst baseball players regarding their salaries or compensation. This strategy was implemented to settle the disputes. During the arbitration that

takes place in accordance with the CBA, the parties are typically required to present the referee with a sum that represents the most recent and best offer before the arbitration can take place. Since the arbitrator is required to select one of the figures that have been offered, it is essential for the gatherings to present recommendations that speak to a substantial amount.

Sports organizations such as the National Basketball Association (NBA), the National Football League (NFL), and Major League Baseball (MLB), which have gained popularity all over the world, have relied heavily on collective bargaining agreements (CBAs) to ensure that the players are provided with a seamless environment³. For instance, the collective bargaining agreements (CBAs) between the Major League Baseball Players Association and the Major League Clubs provide the parties with the opportunity to request the assistance of the American Arbitration Association in selecting an arbitrator if either party is unable to consent to the appointing of an arbitrator (with the most recent date being January 1 of any year of the agreement).⁴

This type of arbitration may appear to be similar to labour arbitration; nevertheless, in such arbitrations, the arbitrator is not entitled to offer solutions or share his thoughts.⁵

All that is required by the CBA is the most recent and best offer from either party. When it comes to certain situations, a system like this can deliver unexpected results. On the other hand, the customary concept of such a typical approach encourages the members to bargain in line with some elements of vital honesty, which ultimately results in greater settlements. When it comes to the Collective Bargaining Agreement (CBA) between the NBA and the Players Association, problems involving complaints or grievances are decided by an arbitrator. At the same time, a system arbitrator is in charge of monitoring a select few articles that are contained inside the CBA. Under the Collective Bargaining Agreement (CBA), issues such as income, pay cap, and

³ 'National Basketball Association' (*Britannica*) <<https://www.britannica.com/topic/National-Basketball-Association>> accessed 23 February 2024

⁴ 'COLLECTIVE BARGAINING AGREEMENT' (*MLB Players*) <<https://www.mlbplayers.com/cba>> accessed 23 February 2024

⁵ 'Using ADR to Resolve Collegiate, Professional and Sports Business Disputes' (*American Arbitration Association*) <https://www.adr.org/sites/default/files/document_repository/Using%20ADR%20to%20Resolve%20Collegiate%20Professional%20and%20Sport%20Business%20Disputes.pdf> accessed 23 February 2024

minimum team salary fall under the purview of arbitration⁶. Regardless of the circumstances, certain disciplinary matters that are handled by the NBA Commissioner are binding on the players, but the system arbitrator is responsible for making the final decision.

In a similar vein, in the event that a collective bargaining agreement (CBA) is reached between the NFL Players Association and the league, arbitration is permitted in the event that a dispute regarding a player's wage arises, as well as in the event that a player sustains an injury caused by play that prevents them from participating. Consequently, the arbitration clause that is included in the collective bargaining agreements (CBAs) has had an impact on the ways in which disputes are resolved in the major sports leagues that are located throughout the world.

When examining the current situation in India, it is evident that CBAs have not yet become widespread. For instance, the Indian Premier League (IPL) currently employs an auction system that should be replaced with a comprehensive draft system⁷. It is necessary to get Collective Bargaining Agreements (CBAs) to remove the artificially set limit on wages for uncapped players, meaning those who have not yet played for their national teams⁸. In addition, various sports in India have seldom gotten any attention or consideration about the inclusion of Collective Bargaining Agreements (CBAs) in the contractual system. Hence, it is imperative to implement Collective Bargaining Agreements (CBAs) in many prominent sports leagues in India. This would ensure that the associations are obligated to reach a mutually beneficial agreement that considers the players' experience and seniority at all professional levels. The sports culture in India has shown to be unproductive for sports other than cricket. Obtaining Collective Bargaining Agreements (CBAs) would provide athletes with the opportunity to receive suitable compensation and improved solutions for injury claims. This would compel

⁶ 'What is a collective bargaining agreement? Understanding the basics' (*PandaDoc*, 27 June 2023)

<<https://www.pandadoc.com/blog/what-is-a-collective-bargaining-agreement/>> accessed 23 February 2024

⁷ 'How Does the IPL Auction Work? (With Rules & Process)' (*Cricket Mastery*) <<https://cricketmastery.com/how-does-the-ipl-auction-work/>> accessed 24 February 2024

⁸ Sanjeev K Samyal, 'IPL Considering Draft System To Ensure Player Continuity In Teams' *Hindustan Times* (28 January 2018) <<https://www.hindustantimes.com/cricket/ipl-considering-draft-system-toensure-player-continuity-in-teams/story-s5u5cfhWNzWGW78NZhx3wL.html>> accessed 24 February 2024

them to avoid the tedious procedural framework established by the legal system in India for resolving sports-related conflicts.

ANSWERS TO CURB MONOPOLY EXERCISED IN SPORTS

Monopoly has emerged as a prevalent concern within the realm of athletics, often overshadowing the authentic essence of sportsmanship. It is established when an organization is entrusted with the management of a specific domain within the realm of sports. The 'final offer' concept can be utilized to circumvent this, as it offers a workable resolution while simultaneously dismantling the existing monopoly. Interest arbitration known as 'Final Offer' or 'Pendulum Arbitration' involves the arbitrator selecting one of the parties' proposals regarding the issues in dispute. This differs from the conventional interest arbitration process, wherein both parties submit evidence and documents for the arbitrator to evaluate and determine the facts before issuing an award. If such a situation arises, the arbitrator will need to select a percentage ranging from 5% to 10%. This form of arbitration has been effectively utilised in conflicts related to baseball and has since been adopted in other sports, demonstrating a comparatively better rate of resolution when compared to conventional approaches⁹.

In India, the Board of Control for Cricket in India (BCCI) is the quintessential example of a monopoly being exercised by a specific institution that results in the misuse of authority. Throughout all of these years, we have witnessed the BCCI's acquisition of a patent over the sport of cricket¹⁰. It has handled the game in an uncontrollable manner while simultaneously directing it in whichever manner it deemed appropriate at any given time. Because of this unbreakable and robust syndication, a great number of decisions in the field of cricket have been made that are biased, which has had an impact not only on the athletes who play the game but also on the game itself. The Board of Control for Cricket in India (BCCI) has the authority to

⁹ Danilo Ruggero Di Bella, "'Final-Offer Arbitration": A Procedure to save time and Money?' (*Kluwer Arbitration Blog*, 25 January 2019) <<https://arbitrationblog.kluwerarbitration.com/2019/01/25/final-offer-arbitration-a-procedure-to-save-time-and-money/>> accessed 25 February 2024

¹⁰ 'BCCI announces the successful bidder for acquiring the Media Rights for the BCCI International Matches and Domestic Matches for September 2023 – March 2028' (*BCCI*, 31 August 2023) <<https://www.bcci.tv/articles/2023/news/55556034/board-of-control-for-cricket-in-india-bcci-announces-the-release-of-request-for-quotation-for-official-partner-rights-for-bcci-events>> accessed 25 February 2024

select players and umpires for the national team, to organize the fundamental guidelines and guidelines for the game, and to prohibit players whose actions may have a negative impact on their career to the extent that they may be required to stop playing the game¹¹. It is responsible for the construction of arenas, the monitoring of the operations of cricket institutes, the formation of state associations and affiliations, the formulation of annuity plans, and the provision of financial support for coaches, mentors, and other individuals. In addition to this, it is responsible for sending or borrowing the telecast and broadcast rights, and it even collects the confirmation expenses for the location where the matches are televised.

If we take into consideration all of the resources and capabilities that the BCCI possesses, as well as the fact that there are no limitations placed on its decisions, then decentralization of power is of the utmost importance at this time. The legislature has not taken any steps or made any efforts to put an end to this infrastructure that is restricting people's freedom. The BCCI is a private entity; nonetheless, the capacities that it performs are open capacities. This is even though it is a commercial enterprise.¹²

The concept of final-offer arbitration is one that can be utilized at this point in order to address the issue of monopoly that is being practised by BCCI. If such a resolution is put into effect, in which the BCCI is required to experience and not make decisions based on its impulses and preferences, it would result in a major reduction of the monopoly. Decency would be acquired through the involvement of an outsider, and it would prevent any party from having the opportunity to dominate the other.

BRINGING TOGETHER SEPARATE AGENCIES

There is a complex framework of institutions and regulating bodies at both the national and international levels that are comprised of international sports legislation and the mechanism that governs the general process. The complex structure comprises national sports organisations and governing institutions, the International Olympic Committee (IOC) and their national

¹¹ 'About' (BCCI) <<https://www.bcci.tv/about/rules-and-regulations>> accessed 25 February 2024

¹² Dr. M Suresh Benjamin and Sanu Rani Paul, 'Legal Status of BCCI as Instrumentality of State under Article 12 of the Indian Constitution' (2013) 7(1) NALSAR Law Review 70-83

constituents, i.e. the National Olympic Committees (NOCs), International Sports Federations (IF's) and the different judicial authorities involved as the Court of Arbitration for Sports (CAS), International Council of Arbitration for Sports (ICAS), national courts and tribunals, national arbitral tribunals, and other international and regional authorities (in the case of the European Union).¹³

Every single one of them is the captain of their realm, and they all play by their own set of laws. On the other hand, if we want sports to transcend national boundaries and have a system that is uniform on an international level, we need to solve this gap between the operational authority in this arena. One of the challenges that arises is the consolidation of various authorities into a process that is more consistent and, most importantly, standardized.

At this point, it is of the utmost importance to make it clear that the authors of this piece are not pushing for the expectation of quick uniformity and coherence. There is limited scope for the expectation of consistent international laws because there is no supranational law and there is no international sovereign. Reconciling and providing a uniform anvil for testing the cases and scenarios that are arranged in a similar manner would be the first step in the direction of promoting uniformity in this field. The methods and norms of the various sanctioning bodies should also be harmonized and reconciled, and the most essential thing is to define the arena in which each authority operates, which is another way of saying that their spheres of power should be demarcated appropriately.

The dispute resolution process in this intricate system is characterized by a pluralistic approach, involving overlapping Venn diagrams. In the subsequent section, the writers will emphasize the pause and the predicament arising from the plurality inside the intricate framework, utilizing case laws as evidence.

¹³ Jean-Loup Chappelet, 'The Governance of the Olympic System: From One to Many Stakeholders' (2021) 8(4) *Journal of Global Sport Management* 783-800 <<https://doi.org/10.1080/24704067.2021.1899767>> accessed 26 February 2024

The Foschi Case:¹⁴ Jessica Foschi was under the jurisdiction of United States Swimming Inc. (USS), a corporation responsible for overseeing the management and organization of swimming and swimming competitions in New York and across the United States of America. The USS is a constituent of the USOC, an organization formed by federal legislation and chartered in 1950 through an act of Congress.¹⁵ It is also the highest authority responsible for the USA's participation in the Olympic Games. The USOC also conducts drug testing on behalf of the USS. In 1995, after the national events, Foschi's urine samples were found to be positive for the presence of the anabolic steroid master tone. The USS panel, after reviewing the data, acknowledged the presence of doping but also stated that Foschi had no awareness of how the prohibited chemical was introduced into her body. Subsequently, the appeals board upheld the decision made by the USS panel and imposed specific penalties on Jessica Foschi. These penalties consisted of a two-year probationary period and a warning that any future instance of doping would lead to a total ban. Subsequently, the USS put a complete prohibition on Jessica's participation in the competition but later rescinded this decision by reinstating the previously imposed restricted penalties.

The arbitration decision sided with Foschi, revoking all fines against her and dismissing FINA's strict liability rule, which governs the USS under its anti-doping regulations. The panel determined that the sanctions were arbitrary, capricious, and breached fundamental fairness. The panel acknowledged that the USS did not dispute Foschi's obvious innocence regarding how the restricted chemical entered her body, and hence, to disregard her evident innocence would not serve the interests of justice. The arbitral decision recognised that by rejecting the strict liability rule of FINA, both USS and FINA rules were left with a void. It was said that there was no legal basis for imposing a penalty on the athletes in this situation according to the current rules, despite it being seen as a good solution. AAA based its finding on the advisory opinion provided in an analogous situation involving Australian swimmer Samantha Riley. The Foschi case exemplifies a confrontation between the national tribunal and the International Federation,

¹⁴ *Foschi v United States Swimming Inc* [1996] 916 F Supp 232 (E.D. NY)

¹⁵ 'HISTORY' (USOPC) <<https://www.usopc.org/about-the-usopc/history>> accessed 26 February 2024

highlighting the diversity within International Sports Law and the issues that arise from this pluralistic framework.

METHODS CURRENTLY AVAILABLE FOR DISPUTE RESOLUTION IN SPORTS

For a long period, India lacked a clear mechanism for resolving disputes. The Indian government set up its first arbitration centre in Delhi in 2009 to resolve disputes, but it didn't specifically address sports law. To set up internal conflict resolution machinery, the National Sports Federation (NSF) has taken several steps. Nevertheless, these efforts failed. The issues were not adequately addressed by these committees, and the rulings that were handed down were largely biased. The National Sports Development Bill, 2011¹⁶ was introduced in February 2011 by the Ministry of Youth Affairs and Sports. The primary objective of this measure was to create a sports arbitration court in India. Nevertheless, the Union Cabinet postponed passing the law, and it remains unpassed to this day.

Indian Court of Arbitration for Sports (ICAS) - The International Olympic Committee instructed the Indian Olympic Association to establish an Indian Court of Arbitration for Sports (ICAS) for the resolution of sports-related disputes in the same year that the National Sports Development Bill was introduced. Dr. AR. Lakshmanan, a former Law Commission Chairman¹⁷ and former Supreme Court justice, presided over its establishment in July 2011. A minimum of eight retired justices of the upper judiciary are required to comprise the ICAS. ICAS is primarily responsible for resolving all sports disputes involving the Indian Olympic Association. The formation of ICAS may be regarded as a progression in the realm of sports law in India. The Indian Court of Arbitration for Sports is the inaugural entity in India dedicated to expediting and enhancing the resolution of disputes involving athletes.

Advantages of ICAS - Athletes cannot afford to waste time in drawn-out legal processes because their careers are so fleeting. Here, ICAS steps in as a rescuer, assisting the athletes in

¹⁶ (National Sports Development Code of India 2011' (*Ministry of Youth Affairs and Sports*) <<https://yas.nic.in/sports/national-sports-development-code-india-2011>> accessed 26 February 2024

¹⁷ Karan Singh, Sports Arbitration in India' (*iPleaders*, 18 October 2017) <<https://blog.ipleaders.in/sports-arbitration-india/>> accessed 26 February 2024

swiftly and efficiently resolving their disputes. The athletes have the option to challenge the ICAS's decision if they are dissatisfied with it. With the assistance of arbitrators well-versed in sports laws and regulations, the International Court of Arbitration for Sport (ICAS) was established to handle disputes about sports. The judges in regular courts, on the other hand, aren't necessarily well-versed in sports or even familiar with the regulations of a given sport. Thus, these committed groups outperform the conventional judicial system as a means of resolving disputes. It is well-known that a sportsperson's career could be disrupted by several controversies that stem from a single lawsuit. For this reason, ICAS takes precautions to keep the sportsperson's career unharmed by keeping the contents of the dispute under wraps and starting the proceedings in private.

Dispute Resolution in Fantasy Sports - An important development in the regulation of fantasy sports in India is the establishment of a dedicated entity known as the Indian Federation of Sports Gaming (IFSG). An ombudsman for the IFSG¹⁸ was appointed in 2019 by Justice A.K. The ombudsman's authority to investigate and rule on complaints, disagreements, and other issues pertaining to fantasy sports is derived from the organization's charter. The ombudsman can mediate any disagreements that arise over the payment of monetary prizes or prizes that are either not paid or paid too late. Mediation or conciliation is used to settle disagreements. It is possible for the ombudsman to provide a ruling based on the filed papers and evidence in cases where mediation is not necessary. On top of that, the ombudsman's ruling will stand.¹⁹

The law includes a section stating that in the event of a dispute between two or more parties, the ombudsman is responsible for assisting the parties in settling the problem through conciliation or mediation. The code focuses on resolving disputes by engaging a third party instead of taking the matter to court. When parties settle a disagreement through conciliation or mediation, the ombudsman must officially acknowledge the agreed conditions and issue an order based on the agreement, which is legally binding on all parties engaged in the dispute.

¹⁸ Saumya Tiwari, 'Indian Federation of Sports Gaming appoints Justice A.K. Sikri as ombudsman' MINT (29 July 2019) <<https://www.livemint.com/news/india/indian-federation-of-sports-gaming-appoints-justice-a-k-sikri-as-ombudsman1564401312536.html>> accessed 26 February 2024

¹⁹ 'Ombudsman Rules' (FIFS) <<https://fifs.in/ombudsman/rules/>> accessed 26 February 2024

The ombudsman has the authority to levy fines or grant compensation based on the specific dispute.

Court of Arbitration for Sports (CAS) - The Court of Arbitration for Sports (CAS) is the body that Indian athletes who are experiencing any kind of conflict can turn to for resolution. The International Olympic Association (IOA) is the organization that initiated the creation of the CAS, which is worldwide in scope. Switzerland is the location of the headquarters of the CAS. An arbitral tribunal was founded in order to facilitate the resolution of conflicts in sports by the intervention of third parties, thereby eliminating the need to resort to the legal system. In the past, the CAS has been subjected to criticism due to the fact that their verdicts were not impartial. In a highly unusual decision, the court stated that because the CAS was founded by the IOA, it is guaranteed that the decision will be biased in matters that involve the IOA itself. A very peculiar judgement. As a result, to enhance this position, the International Council of Arbitration for Sports was founded to oversee the operation of the CAS.²⁰

Functions of CAS - Sec. 3 of the CAS statute says that disagreements must be settled by a group of one to three judges.²¹ The CAS is made up of three parts: the Anti-Doping Division, the Ordinary Arbitration Division, and the Appeals Arbitration Division. It is up to the majority of the panel or, if there isn't a majority, the head of the panel to decide what award to give each side. People can appeal if they are happy with the decision that was made. In this case, the appeal must always be sent to a panel of three arbitrators unless all sides have already agreed on a different number of judges. Section 12 of the CAS statute says that the CAS can also settle conflicts through mediation. At least 150 judges and 50 mediators must be present.

SUGGESTIONS FOR THE USE OF ARBITRATION IN THE RESOLUTION OF DISPUTES ABOUT SPORTS

²⁰ Alternative Dispute Resolution: ADR in Sports–The New Mechanism' (*Legal Bites*, 30 July 2020)

<<https://www.legalbites.in/adr-in-sports>> accessed 26 February 2024

²¹ 'A. Joint Dispositions' (TAS/CAS) <<https://www.tas-cas.org/en/icas/code-icas-statutes.html>> accessed 25 February 2024

The authors will now present concrete recommendations that can contribute to the advancement of arbitration as a means of resolving sports-related disputes in the future. The amendments made to the CAS Statute and Regulations by the IOC on September 20, 1990, did not result in the establishment of an autonomous CAS, as Article 6 of the statute requires the President of the CAS to be a member of the IOC as well.²²

It is imperative that the CAS operate as an entirely autonomous organisation, necessitating that its President possesses expertise in the realm of sports while remaining unaffiliated with the IOC. Moreover, in order to establish CAS as an entirely autonomous tribunal, it is imperative that not thirty of its thirty-six members, of which fifteen are IOC members, are selected by the IOC. Hence, it is critical to establish an autonomous CAS, whose independence must be absolute, with oversight provided by a superior authority.

Given that the International Olympic Committee (IOC) is not accountable to any higher authority and is free to make decisions without seeking approval from other organisations, it is imperative that the powers that it possesses, such as its election process, self-governance, and self-perpetuation, be reduced. Due to the restrictions of Article 71 of the United Nations Charter²³, even the United Nations does not have any jurisdiction over the International Olympic Committee (IOC). In this kind of situation, even arbitration cases that involve disagreements over sports outcomes are brought to a rapid conclusion. The establishment of an 'International Sports Court'²⁴, which would be comparable to the International Court of Justice, might be a realistic solution to this problem. This institution would serve as the ultimate authority in terms of sports disputes and would also be responsible for supervising the acts of

²² 'History of the CAS' (TAS/CAS) <https://www.tas-cas.org/fileadmin/templates/inside_1_col.html> accessed 25 February 2024

²³ The Economic and Social Council may make suitable arrangements for consultation with non-governmental organizations which are concerned with matters within its competence. Such arrangements may be made with international organizations and, where appropriate, with national organizations after consultation with the Member of the United Nations concerned

²⁴ Louis Henkin et al, *International Law* (2nd edn, 1987) 318

the CAS. Having this in place would not only defend an individual's right to due process but would also bring comfort to any athlete who is competing on foreign soil.²⁵

Efficiency in language and time management is another important aspect to consider while discussing the required improvements. The working languages for the Court of Arbitration for Sport (CAS) are French and English, however, athletes are proficient in numerous other languages.²⁶ Thus, CAS shall ensure that the expenses for translation are covered by the involved parties or by CAS. Time efficiency is crucial as no financial resources can replace a medal in the Olympics or other international/national sports competitions. The CAS should allocate a set term to expedite the arbitration process and enable the athlete to participate promptly.²⁷ These proposals can improve the future of sports arbitration and resolve disputes more effectively.

CONCLUDING REMARKS

The research findings make it abundantly apparent that the current system of dispute resolution in sports is ineffective and that modifications are necessary. A methodical implementation of ADR in sports may end up being fruitful. Given the nascent stage of arbitration in India, it is imperative to implement measures that foster its enhancement. Using the arbitration procedure, litigating parties have discovered an alternative to the in-person proceeding. There has been increased recognition of the necessity to establish and advocate for an effective arbitral tribunal in India ever since the commercialization of sports, to provide sports organisations with cost-effective and adaptable means of resolving disputes. A protracted court proceeding appears less feasible than referring a dispute to a third party comprised of experts with technical expertise, provided that all parties involved in the dispute consent to the referral.

²⁵ James AR Nafziger, *International Sports Law: A Replay of Characteristics and Trends*' (1992) 86(3) *The American Journal of International Law* 496-500 <<https://doi.org/10.2307/2203964>> accessed 25 February 2024

²⁶ 'Code: Procedural Rules' (TAS/CAS) <<https://www.tas-cas.org/en/arbitration/code-procedural-rules.html>> accessed 25 February 2024

²⁷ Michael Lenard, *The Future of Sports Dispute Resolution*' (2010) 10(1) 173, 182 *Pepperdine Dispute Resolution Law Journal* <<https://digitalcommons.pepperdine.edu/drlj/vol10/iss1/8/>> accessed 25 February 2024

The implementation of ADR in sports will guarantee confidentiality and prevent the disclosure of the private information of the parties. Additionally, ADR could contribute to the standardisation of operations within sports federations. ADR shall be advantageous in preventing harm to the professional careers of athletes. A lengthy delay will not be required for a verdict to be rendered. Authorization must be granted to the sports federation to mediate disputes between parties, administer appropriate disciplinary measures, and penalise those who violate the code of conduct. Before implementing ADR, an understanding between the associations and athletes must be maintained. As an ADR procedure, arbitration or mediation is more effective at resolving the conflict amicably. Additionally, the government and judiciary must promote ADR and give it precedence in the resolution of disputes. ADR is inherently grounded in the tenets of natural justice and aims to reconcile the disputing parties in a manner that benefits all parties.