



Research Article

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Sports Arbitration Procedures and Rules in Jordanian Legislation Compared to the Court of Arbitration for Sports (CAS)

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Abstract

The research dealt with the procedures and rules of sports arbitration in both Jordanian legislation and the Court of Sports Arbitration CAS, by presenting the legal texts related to arbitration in both Jordanian legislation and the Court of Sports Arbitration CAS, to benefit from them in the development of sports legal rules within the national level. The research reached a number of results, including: Settlement of sports disputes in Jordanian legislation through the Sports Federation for Sports Activity. The jurisdiction of the Court of Arbitration for Sport (CAS) in accordance with the 2021 Jordan Sports Federations Regulations can also be terminated, after all internal methods or means have been exhausted.

Keywords: Procedures - Rules - Sports Arbitration - Jordanian Legislation - Court of Arbitration for Sports (CAS)

1. Introduction

Sport is considered a source of prosperity in the country because of its diverse physical and psychological activities, despite the human nature of sport; however, it has entered the world of business, and is hardly detached from it. Interest in sports marketing and professionalism has grown worldwide, resulting in the circulation of funds through speculation, sale and purchase, which has led to the emergence of various legal and administrative needs, the most important of which is the legal and administrative work, especially contracts of all types to regulate all aspects related to trainers, athletes and sports bodies. There have been ways to resolve disputes relating to sports through a final and binding arbitration decision. Jordan, like other countries, has recently witnessed a noticeable development in the field of sports, in terms of legal structure. The Jordanian Sports Federation has been interested in adapting all mechanisms to developments in the world of sports; one of the most important is the legislative mechanism or the body of laws and regulations that regulate its activity. Hence, this research was conducted to ascertain the role of sports arbitration as an accredited means by the International Sports Federation in the resolution of sports disputes and the ways to resort to it in resolving disputes. In addition, it was necessary to distinguish between arbitration before Jordanian arbitration tribunals and the Sports Arbitration Court (CAS), and to explain the advantages

and disadvantages of these courts, and the procedures followed by each court, not to mention the legal effects of sports disputes that may arise in Jordan and the extent to which Jordanian arbitration bodies are entitled to resort to in the presence of international sports arbitration courts that have jurisdiction over such disputes.

1.1 Search Objectives

This research aims to:

1. Statement of the role of sports arbitration in the settlement of sports disputes as a means adopted by the International Olympic Committee.
2. Knowledge of the legal procedures and rules of the CAS as a specialized sports institution.
3. Comparison of arbitration rules in Jordanian legislation with those adopted by the International Sports Tribunal (CAS).

1.2 Search problem

The problem of study is reflected in the difficulty of settling sports disputes, since they are of a special nature and require the existence of special rules. In addition, there is a scarcity of institutions for the resolution of sports disputes, whether through arbitration or mediation in Jordan. This in turn has led to the absence of rules for sports arbitration in Jordan, which leads the disputants to resort to international institutions for the settlement of sports disputes, such as the "Sports Arbitration Tribunal CAS". The development of CAS is also worthy of study and is used in the drafting of mathematical arbitration rules in Jordan and the Arab countries.

1.3 Search Methodology

This research is based on the analytical approach by analyzing the elements that make up sports disputes. In this detail, we find appropriate means to resolve such disputes. The researcher also uses the comparative approach by comparing the legal texts on arbitration in Jordanian legislation with the CAS Rules. This method makes use of knowledge of the strengths and weaknesses of national arbitration rules, as well as of the similarities and differences between them and the International Sports Arbitration Rules in order to arrive at the results.

2. Ordinary and Appellate Arbitration Proceedings

The Sports Arbitration Act regulates a Rules of Procedure (R 27-R 70) clarifying the Rules of Procedure of the Sports Arbitration Court (CAS), which provides for a set of procedures to be followed before the ordinary arbitration chamber and the Appeals Chamber, as well as a set of common procedural rules, including on the parties who can appeal to the court, the choice of arbitrators, the seat of the court, its language and the confidentiality of its proceedings (Al-Meligi, 2005):

Where a sports dispute has occurred or has arisen, a party may wish to resort to the Sports Arbitration Tribunal as the competent body for the settlement of sports disputes, and if the dispute is within the competence of the ordinary arbitration room, the party (plaintiff) shall submit an application containing a set of data, the most prominent of which is a summary of facts, legal arguments, and some information concerning the litigation (name of the respondent, address etc), a copy of the contract which includes an arbitration agreement or the document which provides for arbitration in accordance with the rules of the court, and other information relating to the number of arbitrators and their names if the arbitration agreement provides for three arbitrators, in addition to a thousand Swiss francs to be paid by the applicant to the CAS office as defined by Article R (64-1) and according to the latest amendment to the Sports Arbitration Law 2020), the amount of the fee

was previously limited to five hundred Swiss francs (and in the event of the applicant's failure to pay the amount, the court shall refrain from any action), and in the event that the previous applications are not completed, the court may only meet the deadline for the application (the court shall comply with the request).

If the Registrar finds that an arbitration agreement exists before the Court of Arbitration Sports, he or she shall take the appropriate steps to commence the arbitration, and the litigant shall be notified of the request for arbitration, and the parties shall be required to specify the applicable law, specify a date for the defendant or the litigant to choose his or her arbitrator from the CAS list of arbitrators, respond to the request for arbitration through his or her means of defense, and if he or she has defenses against the jurisdiction of the Court of Arbitration (Sports Arbitration Act, article R-39).

The Sports Arbitration Act allows for the inclusion (Joinder) of a third party in the arbitration between litigants, provided that the applicant states in his answer the reasons for this, and then submits an additional copy to the CAS office, which in turn sends it to the person to be included in the circle of arbitrators, so that he can state his position on participation and provide his response within the time limit set in article R-39, and a time limit is set for the litigant to state his position on the participation of the other person. The Arbitration Act is No. 39.

The Mathematical Arbitration Act also allows third parties to intervene in the arbitration between litigants, stating the reasons therefor within 10 days, provided that the request is made before the hearing or before the closure of the evidentiary proceedings - in the absence of a hearing, the CAS must send a copy of the request to the parties and set a time limit for them to express their position on the participation of another party in the arbitration, and in accordance with the rules common to the annexation or intervention provisions, only the third party may participate in the arbitration if it is a party to an arbitration agreement or agrees with the parties in writing, in which case the composition of the competent arbitration chamber is modified (The Sports Arbitration Act, article R-41).

The arbitral tribunal shall adjudicate in CAS the dispute before it in accordance with the legal rules determined by the parties. If the parties do not specify the arbitral tribunal's ruling in accordance with the rules of Swiss law, the parties may authorize the tribunal to make a decision in accordance with the rules of justice (In accordance with the provisions of the Jordanian Arbitration Law, the arbitral tribunal shall adjudicate in accordance with the procedures agreed between the parties, in addition to the rules that may be referred to at a arbitration center within or outside the Kingdom. The arbitral tribunal may also take the appropriate action to preserve the conduct of the arbitral proceedings.

The judgment shall be rendered by a majority decision and, in the absence of a majority, shall be issued by the President alone. The judgment shall be in writing, dated and signed by the President of the Commission, with summary reasons. The operative part of the award may be communicated to the parties before the delivery of the reasons. The decision shall be enforceable through such notification by means of express mail, facsimile or e-mail.

The final arbitral award shall be made in accordance with the Jordanian Arbitration Law by unanimity or majority in the case of the arbitral tribunal being composed of more than one individual arbitrator, unless the parties agree otherwise. In the event of a majority being unable to make the award, the decision shall be made by the president of the arbitral tribunal individually if the parties so agree, and the arbitral award of the arbitral tribunal shall be written and reasoned (The Jordanian Arbitration Act).

The arbitral tribunal's judgment is final and binding on the parties - from the date of notification of the CAS Office to the parties, the parties may appeal to the Swiss Federal Court as a public asset and, for certain reasons, such as the lack of jurisdiction of the Sports Arbitration Court for the absence of the arbitration clause or for contravention of the rules of public order, in the event that the parties are not habitual, habitual residence or domicile in Switzerland, and have waived their right to challenge the arbitral award through the arbitration agreement or a subsequent agreement,

but at the beginning of the proceedings, the judgment becomes non-appealable .

The Court of Arbitration for Sport's ruling is enforceable under the New York Convention for the Recognition and Enforcement of Foreign Arbitrators' Judgments (1958), which was ratified by the Kingdom of Jordan when the Royal Will to Approve Cabinet Decision No. (6678) of 1979/7/8 on Approval of the Ratification of the New York Convention on the Recognition and Enforcement of Foreign Judgements was issued.

An appeal may be lodged with the Court of Arbitration for Sports to appeal against the decisions of any sports association or related body. Recourse may be made when the regulations of the Sports Federation, for example, provide for this or on the basis of an agreement between the parties or between them. The appellant shall exhaust all legal remedies mentioned in the Federation's regulations, for example decisions by the committees or judicial bodies of the Jordan Football Association. The Court of Arbitration for Sport shall have jurisdiction over any final or binding decision of a judicial body or committee of the Jordan Football Association, as provided for in the aforementioned Sports Federation's disciplinary Regulation. It must be noted that the Court of Arbitration shall allow the two judges to appeal against decisions rendered by the Court of Sport, as a Court of Cassation For the same court, taking into account the submission of an appeal within the legal time available.

The appellant must file his appeal, including a copy of the challenged decision, the name of the defendant, his full address, the name of the arbitrator he chose from the CAS list, unless the parties agree to the appointment of a single arbitrator by the President of the Chamber, as well as a copy of the statute or regulation providing for an appeal before the CAS, and, on November 24, 2020, in accordance with Article R-47 of the Arbitration Sports Law, the Manchester City Football Club submitted an appeal to the CAS challenging the UEFA decision to ban them from participating in the European Champions League Tournament in violation of the French Financial Regulation of 201110 Manchester Club, St, Mr. The European Union (UEFA) has nominated Zurich law professor Ulrich Haas as the arbitrator (UEFA) .

With regard to the composition of the Panel of Arbitrators on March 30 (2020) and during the composition of the Appellate Arbitral Tribunal in the case previously mentioned between the Manchester City Football Club and the European Football Federation, the appellant (Manchester City Club) pointed out that after considering the list of members of the CAS, we would like to propose Mr. (Roy Botica Santos) of Portugal as the President of the Appellate Jury in the case, and the appellant's response against him (UEFA) was that he had no objection to the application filed because there was no delay in the composition of the Panel .

In any event, if the said requests are not met at the time of the appeal, the CAS Appellant shall be given a short time to complete the appeal statement, and if the appeal is not delivered by the deadline, the Court shall refrain from hearing the appeal (The Sports Arbitration Act, article R-48).

In the event that the Federation Regulations or Statutes do not specify a time limit for the appeal, the time limit for appeal shall be (21) from the date of receipt of the decision appealed against, and also if the time period for appeal is not specified in the arbitration agreement signed between the parties (The Sports Arbitration Act, article R-49).

The President of the Chamber may not take any action if the appeal is lodged outside the deadline. The parties may request the President of the Chamber or the President of the Authority, if formed, to terminate the composition of the Committee. Within ten days of the expiration of the time limit for the appeal, the appellant shall submit a memorandum to the CAS Office (Registry) clarifying the facts and legal arguments on which the appeal was based, in addition to submitting documents and evidence on which the appellant intends to build. The written notice of the appellant shall include the names of witnesses with a short summary of their expected testimony (as well as the name of any expert), indicating his area of expertise (The Sports Arbitration Act, article R-51).

The procedure before the ordinary arbitration chamber shall be the same as that before the Appeals Arbitration Chamber (R 44-3/R 44-2) and the Appellate Arbitral Tribunal shall rule in accordance with the applicable legal rules, as well as the rules agreed by the parties. In the event that

the parties do not agree, the Tribunal shall rule in accordance with the law of the State in which the seat of the Federation or the sports authority is located or in accordance with the legal rules deemed appropriate by the Tribunal. In all cases, the Tribunal may resolve the dispute before it or at any time by conciliation¹ the judgment is rendered by the Appellate Arbitral Tribunal by a majority decision, and in the case where the President of the Tribunal alone makes the Tribunal, also by majority, a majority, a majority, a majority, a majority, a majority, a member or a judge, or a member, or a judge, shall be signed by the President of the Appellate Tribunal The arbitral tribunal may declare the operative part of the judgment to the parties before its reasons.

The judgment of the appellate arbitral tribunal shall be final and binding on the parties, taking into account the possibility of recourse under certain circumstances under Swiss law within thirty days of the date of notification of the operative part of the judgment by means of express mail, fax or e-mail, and the parties shall not be entitled to appeal through a revocation action if they have no habitual residence or business in Switzerland and have expressly waived their right to challenge the arbitration convention or a convention concluded, at a later date, especially at the beginning of the arbitration.

The researchers saw: In the preceding paragraph, the Swiss legislature specified the grounds for filing an appeal against the decision of the Court of Appeal. We note that those grounds govern the right of the convicted person to appeal against the decision that there must be a domicile or domicile ...The arbitration system is special and should be given unique advantages in all aspects, legal, procedural and judicial, and the challenge of cancelation is weak from the authority of the award. It favors reducing the grounds for appeal, as the decision of the appellate arbitral tribunal is not easily subject to cancelation, which makes the decision of the arbitral tribunal mandatory and inconclusive between the parties.

At the same time, we note the interest of the foreign legislator in preserving the parties' rights to appeal the judgment of the Appellate Arbitral Tribunal. In cases other than those mentioned in the preceding paragraph, the parties are entitled to appeal to the Swiss Federal Court on the same grounds as those stated when appealing the judgment of the ordinary arbitral tribunal.

The court must declare the operative part of the ruling (the ruling of the appellate arbitral tribunal) within the three months following the transfer of the file to the tribunal. The period may be extended by the president of the appellate arbitration chamber upon a substantiated request by the head of the tribunal. The sports arbitration court may publish a brief summary of the ruling and shall refrain from the parties agreeing on the secrecy of the arbitration², according to the latest amendment to the Sports Arbitration Law (2020) the operative part of the judgment of the Appeals Chamber should be announced within three months. Previously, the period available for the declaration of the sentence was four months).

The judgment rendered by the appellate arbitral tribunal shall be enforceable and upon the declaration of the operative part of the judgment, subject to the rules of the New York Convention of 1958 for the enforcement of foreign arbitrators' judgements, in which that Convention allows for appeals against the invalidity of foreign arbitrators, in accordance with certain conditions in the State to be implemented therein.

3. CAS Mathematical Arbitration Rules

The Sports Arbitration Tribunal has established the basis for the applicability of its rules of procedure to the parties. These rules are applied when the parties agree to refer a sports or sports dispute to the Sports Arbitration Tribunal. Such an agreement (arbitration clause) may be contained in a contract, regulation or through a separate arbitration agreement (ordinary arbitration procedure). An arbitration agreement may involve the appeal of a decision by a sport-related federation or tribunal when a specific provision referring to an appeal to the Sports Arbitration Tribunal (appellate arbitration proceedings) is contained in the regulations or laws of those bodies, and the disputes include questions relating to sport, financial matters or other matters relating to the practice and

development of sport (Sports Arbitration Act, R.27).

On the other hand, the Jordanian Arbitration Act established the grounds for the applicability of its rules of procedure to the parties, when the parties agreed to refer any civil or commercial dispute between the parties to public or private law, whether the legal nature of the dispute was contractual or non-contractual, to the Jordanian Arbitration Act or when the arbitral tribunal was located in the Kingdom, and the arbitration agreement might be contained in a clause clause in a contract, in an arbitration clause or by reference to a document containing the arbitration clause (The Jordanian Arbitration Law).

The headquarters of the CAS and its arbitration committees in Switzerland, Lausanne, are located, and in some cases, if necessary, the president of the tribunal may decide to hold a hearing elsewhere after consultation with all parties. As for language, the CAS determined the languages of the court, adopting French, English and Spanish for the purposes of work, in accordance with the latest amendment to the Arbitration Sports Law (2020), previously English and French were the official languages of the court.

The arbitration is conducted in accordance with the provisions of the Jordanian Arbitration Law in Arabic, but the parties may agree on another language. The Court may also determine another language, after which the agreed language shall apply in written statements, pleadings and submissions unless the parties or the Court agree otherwise

In the event that the parties do not agree on a particular language in CAS, the President of the Tribunal (if not yet appointed and replaced by the relevant Chief of Section) shall select one of the specified arbitration languages to be the beginning of the first proceeding and the same language shall therefore be applied to all proceedings exclusively, unless the parties and the Commission agree otherwise. The Parties shall be entitled to apply for the selection of a language other than those specified by the Tribunal, as the approval of the Tribunal and the Bureau of the CAS Tribunal is required. If so agreed, the Tribunal may defray the costs of translation as a whole or a part thereof, and the Tribunal may order the submission of all documents submitted in languages other than those of the proceedings with certified translation into the language of the proceedings (The Sports Arbitration Act, article R-28, 29).

If the arbitration agreement does not specify the number of arbitrators, the President of the Chamber shall determine the number, taking into account the circumstances surrounding the case. If the parties agree on one arbitrator or the President of the Chamber orders it, the parties shall, by mutual agreement, determine their arbitrator within 15 days after the receipt by the Registrar of the arbitration petition. If the parties do not agree on the determination of their arbitrator, the President of the Chamber shall determine it. In accordance with the latest amendment to the Sports Arbitration Law (2020), the time available for the parties to choose their arbitrator is 15 days, whereby the parties previously had the time available for them to choose their arbitrator for the last 21 days, day.

If the parties agree that the arbitral tribunal shall be composed of three arbitrators or if they do not agree - the president of the chamber orders this, the arbitral arbitrator shall select his arbitrator during the period set by the president of the chamber or during the request for arbitration, the adversary (the other party) shall choose its arbitrator within the time limit set by the registrar for him since his receipt of the request for arbitration, if both parties fail to appoint the president of the chamber, the chairman of the arbitrator shall appoint them, and if the arbitrators are appointed by the parties, the chairman of the tribunal shall be appointed by common agreement by them within the time fixed by the registrar, and if the agreement is not reached within the time limit, the president of the chamber shall appoint the third arbitrator for the parties.

In the Jordanian Arbitration Law, the parties shall choose the arbitrators. In the event that no agreement is reached, the arbitrator shall be appointed if the arbitral tribunal is composed of one arbitrator at the request of one of the parties. In the event the arbitral tribunal is composed of three arbitrators, each party shall appoint one arbitrator within fifteen days and the third arbitrator shall be appointed. If one of the parties does not appoint one arbitrator within the period specified or the two

appointed arbitrators do not agree on a third arbitrator within fifteen days following the date of another's appointment, the competent judge shall appoint the arbitrator. In his text, the Jordanian legislator also refers to the eligibility of the parties (in the case there are three or more parties to arbitration) in the agreement on the number of arbitrators and the method of appointment, and in the manner of appointment, and in the case the president does not determine the whom the judge may decide, and the president may decide, if the judge so, If they do not agree on the method of appointment of the arbitrators, the competent judge shall appoint them and then determine a president from among them. If the number of arbitrators and the method of their appointment are not agreed upon, the competent judge shall appoint them and a president from among them (Jordanian Arbitration Law) .

Article R1-41 of the Sports Arbitration Act regulates the articles on plurality of plaintiffs or defendants, and is not outside the scope of the rules mentioned in article R-40, as if there is no agreement between plaintiffs or defendants, the President of the Chamber shall have the power to appoint the arbitrator or arbitrators, and in any event, the arbitrator selected shall be the Court of Arbitration of Sport, which was organized by the International Board of Mathematical Arbitration ICAS. The Court of Arbitration shall be the arbitrator of the Court of Sport ICAS.

The matter does not seem very different when it comes to a dispute before the Appeals Chamber. The President of the Chamber appoints the sole arbitrator and the third arbitrator, if the parties agree on a single arbitrator or agree on three arbitrators or if the President of the Chamber so decides. In the event that one of the parties fails to choose its arbitrator, the President of the Chamber shall appoint the arbitrator, and the appellant shall appoint his own arbitrator within ten days of the receipt of the appeal (The Sports Arbitration Act, article R-54, 53).

In any event, if the arbitration is before the ordinary or appellate chamber, the arbitrator or arbitrators selected shall be appointed only if the President of the chamber issues the appointment decision, taking into account article S 33 of the Sports Arbitration Act, which requires the arbitrator or arbitrators to be on the list of arbitrators CAS prepared by the International Council for Arbitration in Sport (ICCA). Article 33 of the Arbitration Act Rules. The Arbitration Rules are CAS Rules.

Parties may request assistance from persons of their choice (e.g. counsel) to comply with them before the Sports Arbitration Tribunal, which shall entail notifying the CAS Office and the Arbitration Tribunal after it has been constituted of the names of their representatives, their telephone numbers, their e-mail addresses and their fax (The Sports Arbitration Act, article R-30).

Notifications or correspondence are sent to the address specified in the arbitration application or the appeal statement. In respect of arbitral awards issued by the CAS Court, they are notified by e-mail, fax or e-mail. When submitting an arbitration application, an appeal statement or other written documents, the parties are required to be printed or archived on a digital medium. Such requests are submitted by express mail with copies of the parties and arbitrators and a special copy kept by the Court. If one of such requests is sent by e-mail (tas.cas.org) or fax, the filing of the written application shall only be accompanied by the submission of the full written request by the first working day through the express mail.

According to the latter amendment, the Sports Arbitration Act had specified the means of notification or correspondence. In the past, the Sports Arbitration Court had not specified a particular means, but had limited itself to the means of proof of receipt. The matter was not different from that in Jordanian legislation, whereby the parties were notified or notified at their place of business, habitual residence or known mailing address through correspondence or written or electronic communication dealt with between the parties. The Court had not established the means of receipt. The Court had not established the means of receipt.

After the notification is received by the Court of Arbitration for Sport, the time period starts from the day after the receipt of the notification, and if the last day coincides with an official holiday, the time period extends to the first subsequent working day. In the event that the Court is not constituted, the President of the Authority or the President of the Section may, after consultation,

extend the time limits for the rules of procedure (with the exception of the time period for appeal) up to a maximum of ten days, and if the initial time limit does not expire, any request for an initial extension can be decided without consultation with the parties. The President of the Court or the President of the Division.

The arbitrators shall exercise their work with full objectivity and independence, in compliance with the legal rules of the CAS, and the arbitrator may be dismissed if there are doubts about the independence or impartiality of the arbitrator, where the request for the arbitrator's return is submitted to the Arbitrators' Dismissal Committee or to ICAS, within seven days after knowing the reason for the response, and the arbitrator may be dismissed if he or she refuses or fails to perform his duties by a special committee, and the parties cannot apply for the dismissal of an arbitrator. The arbitrator shall be dismissed.

Under Jordanian legislation, the Jordanian legislature has authorized, in accordance with the provisions of the Arbitration Law, an application for an amicable response. The applicant must submit it to the arbitral tribunal in writing with a statement of the reasons for the response. In the event that the arbitrator does not stand down, he must submit his answer within fifteen days from the date of the submission of the request, in which case the request for restitution is referred to the competent court, and the submission of the request for restitution does not entail the suspension of the arbitral proceedings:

In the event of the death, resignation or removal of the arbitrator, the arbitrator shall be replaced in accordance with the provisions relating to the appointment of arbitrators, the arbitrator shall be appointed by the claimant or the appellant and, if within the time limit set by the CAS Office, no arbitrator shall be appointed to replace the arbitrator initially appointed by the arbitrator, the arbitration may not commence or, if arbitration commences, shall be terminated, unless the parties agree otherwise or the Commission decides otherwise (The Sports Arbitration Act).

No party may apply for provisional or provisional proceedings, except after the dispute is submitted to TAS, through the arbitration or appeal petition which requires the exhaustion of all domestic legal methods. When the application is submitted, a thousand Swiss francs must be paid to the court's office, without which the procedure will not be performed. When that condition is met, the president of the chamber concerned may, before transmitting the file to the competent chamber, and the president of the chamber also, at the request of one of the parties, order provisional proceedings, or submit to the rules of mathematical arbitration proceedings concerning a dispute which gives rise to the jurisdiction of the appellate arbitration chamber, a waiver by the parties to request to take such actions from the authorities of the State or States parties, unless such a waiver is entered into the ordinary interim proceedings (in the framework of the arbitration) (in the interim arbitration procedure) (The Sports Arbitration Act) Yes.

In the event of a request for provisional or temporary action, the President of the Chamber or the President of the Chamber, as the case may be, shall invite the other party to express his opinion within ten days (according to the latest amendment to the Sports Arbitration Law, where the period was previously up to 15 days). The time period may be less if necessary. The President of the Chamber may, before transferring the file to the Chamber, issue a decision as soon as an application for action is made, provided that the deduction is heard later (Sports Arbitration Act, article R 37).

4. Findings

1. One of the most important amendments to the CAS Arbitration Act (2020) is the addition of Spanish as an official language, along with French and English, which is sufficient to prove the level of competence that the Court of Arbitration for Sport (CAS) has decided.
2. One of the main aims of the CAS is to achieve flexibility and ease of procedures, as demonstrated by the emphasis on the legality of the electronic trial in its last amendment (2020) .
3. Sports disputes are settled in Jordanian legislation through the Sports Federation for Sports

Activity. The jurisdiction of the Court of Arbitration for Sports (CAS) may also be concluded according to the Jordanian Sports Federations System of 2021, after all internal methods or means have been exhausted.

5. Conclusion

After we finished, thank God, studying the arbitration of sports disputes in the Jordanian legislation compared to the rules of the Court of Sports Arbitration (CAS), it became clear that sports arbitration is one of the most important legal subjects in the field and not only international sports arbitration, it also appeared in many Arab legislations and at the national level that the Jordanian legislature seeks to establish a sports arbitration department specialized in dealing with sports disputes. Research revealed that the process of settling sports disputes in the Jordanian legislation is not the jurisdiction of the national courts, and this is due to the lack of people and teachers in the sports field, which made the bodies establish regulations through which the process of litigation is regulated, as the Jordanian legislature was obliged according to the Jordanian Sports Federations System (2012), to establish judicial committees within the Jordanian Judicial Law, and to organize more effectively, and to organize the Jordanian Sports Sports Association Association Association, with the aim of Association, A statement of the procedures and rules followed in the athletic arbitration in the Jordanian legislation compared to the rules of the CAS court, addressing the judicial bodies in a model of the Jordanian sports federations (the Jordanian Sports Federation for Football), since there is no national sports arbitration center. The study showed who is responsible for resolving the local and international sports dispute. This study reached a number of conclusions and recommendations, as follows :

6. Recommendations

1. We propose to the Jordanian legislature to establish a national court of arbitration for sports, with jurisdiction over all matters related to sports.
2. We suggest that the Jordanian legislature make use of the rules of the Court of Arbitration for Sport (CAS) or of the rules of any of the regional arbitration institutions such as the Saudi Center for Sports Arbitration, as well as the Emirates Center for Sports Arbitration to regulate the provisions of the Jordanian Sports Arbitration Law if it is established .
3. We propose to the Jordanian legislature to legalize the issue of electronic sporting trials, as this step would facilitate procedures and increase the level of efficiency of arbitration, and would also benefit from it at the present time to limit the damages that arise due to the coronavirus pandemic.

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