



IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COMMERCIAL DIVISION

CLAIM NO. SU2025CD00050

BETWEEN            ROYALE LAKES FOOTBALL CLUB LIMITED            CLAIMANT  
AND                    ST. CATHERINE FOOTBALL ASSOCIATION            DEFENDANT

*Application for Interlocutory Injunction – Sporting organization – Punishment imposed - Whether Rules of Natural Justice apply – Right to protection of law – Right to approach the courts – Whether result of interlocutory application a final remedy.*

Sarah-Elizabeth Dixon, Sean-Christopher Castle and Jessica Jackson instructed by Cardinal Law for the Claimant

Kerry-Ann Wilson and Rudeine Speid instructed by SpeidLaw for the Defendant

Heard:            13<sup>th</sup> and 17<sup>th</sup> February 2025

In Chambers by Zoom.

Cor:    Batts J.

*“My plea is simply to keep the path to justice clear of obstructions which would impede it.” – Lord Denning, The Discipline of Law, page 314.*

[1]    This judgment contains the reasons for orders made on the 17<sup>th</sup> February 2025. The orders are to be found at paragraph 27 below.

## **BACKGROUND TO THIS LITIGATION**

- [2] The Claimant is a football club in the parish of St. Catherine. The Defendant is responsible for organizing football competitions in that parish and is an affiliate of the Jamaica Football Federation (hereafter referred to as the 'JFF'). The JFF has responsibility for the sport in Jamaica and is itself affiliated to the Internationale Federation de Football Association (hereafter referred to as 'FIFA') which organizes the sport worldwide.
- [3] FIFA long ago implemented rules (referred to as statutes) intended to oust the jurisdiction of national courts from its affairs. There are no doubt sound and practical reasons for this. One reason may be the uncertainty that will result given the hundreds of differing legal jurisdictions and systems represented among its many affiliates. If each national court had jurisdiction to interpret FIFA rules chaos might result. Whatever the reason the fact is that FIFA's constitution provides as follows, see exhibit MPB to the affidavit of Michael Panchan filed on the 5<sup>th</sup> February 2025:

*"51. Obligations relating to dispute resolution*

*1. The confederations, member associations and leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated players and officials comply with the decisions passed by CAS. The same obligation shall apply to football agents and match agents that are licensed by FIFA.*

***2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.***

*3. The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of*

*leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. **Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the association or confederation or to CAS.***

*The associations shall also ensure that this stipulation is implemented in the association, if necessary by imposing a binding obligation on its members. The associations shall impose sanctions on any party that fails to respect this obligation and ensure that any appeal against such sanctions shall likewise be strictly submitted to arbitration, and not to ordinary courts of law.” [emphasis mine]*

- [4] The constitution of the JFF (Exhibit MP7A to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025) states, in that regard:

*“Arbitration*

*62. (1) Disputes within JFF or disputes affecting Members of JFF, leagues, members of leagues, clubs, members of clubs, players and officials may only be referred in the last instance (i.e. after exhaustion of all internal channels within JFF) to CAS, which shall settle the dispute definitively to the exclusion of any ordinary court, unless expressly prohibited by the legislation in Jamaica.*

*(2) Disputes of international dimension arising from or related to the Statutes, regulations, directives and decisions of FIFA or CONCACAF may only be submitted in the last instance to CAS as specified in the Statutes of FIFA and of CONCACAF.*

63. (1) *JFF shall have jurisdiction on internal national disputes, i.e. disputes between parties belonging to or affiliated to JFF.*

(2) *FIFA and/or CONCACAF shall have jurisdiction on international disputes, i.e. disputes between parties belonging to different associations and/or confederations, in accordance with the relevant regulations.*

(3) *JFF shall ensure its full compliance and that of all those subject to its jurisdiction with any final decision passed by a FIFA body, a CONCACAF body, the arbitration tribunal recognised by JFF or CAS.”*

- [5] The constitution of the Defendant (see exhibit MP2A to the Affidavit of Michael Panchan filed on the 5<sup>th</sup> February 2025) has no equivalent provision. That constitution, however, provides for a disciplinary committee as follows:

*“Article 11.1.3 The Disciplinary Committee*

- a. To deal with complaints concerning team officials, players at matches (sic). **Or violations of association rules and regulations by affiliates***
- b. To decide on the outcome of all complaints or reports from the Executive*
- c. The committee may:
  - i. Caution*
  - ii. Censure*
  - iii. Impose Fines*
  - iv. Suspend*
  - v. Cancel Membership**
- d. The Committee after investigation will report in writing their findings and recommendations to the Executive for ratification and promulgation.”*  
[emphasis mine]

[6] It is no doubt due to the rules, of FIFA and the JFF, that the Claimant, prior to the institution of these proceedings, wrote or had the following letters written:

- a. Firstly, a letter dated 2<sup>nd</sup> October 2024 (exhibit MP4 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025) from the Claimant's lawyers to the Defendant:

*“Dear Sirs;*

***Re: Response to Questions Regarding Injunction granted in Supreme Court of Jamaica Claim No. SU2024CD00287 – Royale Lakes Football Club Ltd v St. Catherine Football Association***

*Reference is made to the captioned matter and to letter dated September 26, 2024 directed to Mr. Michael Panchan, President of the Royale Lakes Football Club Ltd. We write on behalf of our Client, Mr. Keno Douglas, Company Secretary of the Claimant/Applicant Company aforementioned. We hereby request that the said meeting scheduled for the 4th of October 2024 be held via video conference to facilitate our involvement on behalf of our Client.*

*First, kindly direct us to the **specific** FIFA regulations/statutes which you are certain apply in this scenario and attach, to your response, copies of the regulations/statutes so we may respond accordingly.*

*Secondly, we take this opportunity to respond to the questions posed in your letter.*

***1. Being the President of Royale Lakes Football Club, with the knowledge of the FIFA statutes in relation to disputes, why did you make the decision for the civil court injunction?***

*Our Client's decision to seek an injunction from the Supreme Court of Jamaica was made due to widespread dissatisfaction with the actions of the executive members of the St. Catherine Football Association. As you (sic) aware, yourself and Mrs. Elaine Walker-Brown, acted in breach of*

*the Constitution of the St. Catherine Football Association in tabling the relevant election of the incoming executive of the Association for the Special General Meeting scheduled for the 28th of July 2024. As agreed, the relevant notice(s) and report(s) were not issued in line with the provisions of the Constitution of the Association. Despite objections raised, no steps were made to resolve the procedural irregularities surrounding the Association's failure to follow its own constitutional protocols, but instead, ignored the concerns of its members.*

*Please be reminded that the interim injunction granted on the 26th of July 2024 was ordered by the Court, after your counsel/representative(s) admitted breaches of the Constitution of the St. Catherine Football Association. Please be further reminded that this is admitted, in evidence, by the President of the St. Catherine Football Association, Mrs. Elaine Walker-Brown. The decision was in keeping with the laws of our jurisdiction, which applies, impartially, to the Association and its executive members. The laws of our island allows parties to seek judicial intervention when no internal resolution mechanisms are available, especially in the case of ultra vires action.*

**2. What were you expecting to achieve by facilitating this injunction?**

*The injunction was sought with the goal of ensuring that the St. Catherine Football Association followed its own constitution and protocols. Our primary objective was to preserve the integrity of the Association's governance and ensure that all procedures, particularly those related to the calling of meetings, were conducted in accordance with the rules to which all members, including the Association, are bound.*

*By obtaining the injunction, Royale Lakes Football Club Ltd aimed to prevent any further actions that would have been in violation of the Association's constitution, thereby ensuring fairness and transparency within the decision-making processes of the Association. The Club acted not only in its own interests but, as a result, in the interests of all members who are entitled to a fair and constitutionally compliant process.*

*Despite further breaches of the St. Catherine Football Association, as discussed and agreed by the Honourable Mrs. Justice C. Brown-Beckford at the last hearing of the application, the 20th of August 2024 we took no further objection to the subsequent election and the results of same. As confirmed by the Court, however, the application was, indeed, justified and is the reason costs were awarded against you.*

*To our objection, our Client is amenable to discontinuing the substantive claim before the Supreme Court which seeks declaratory orders against the Association and/or its executive members for breach of the Constitution of the St. Catherine Football Association as well as further costs incurred. Our Client, therefore, does not wish to prolong the issues originating from/surrounding this matter and would hope the Association is agreed on this position.*

*Lastly and in summary, our actions were entirely in line with Jamaican law, and the decision to seek an injunction was necessitated by the lack of an internal dispute resolution mechanism within the Association. We stand by the legality and appropriateness of the decision, and we look*

*forward to further discussing this matter at the meeting on October 4, 2024.*

*Yours faithfully,  
CARDINAL LAW”*

That letter was in response to a letter from the Defendant dated 26<sup>th</sup> September 2024 (exhibit MP3 to the affidavit of Michael Panchan filed 3<sup>rd</sup> February 2025) which read,

*“Dear Mr. Panchan,*

*Please be advised that **ALL EXECUTIVE MEMBERS** of the Royal Lakes Football Club are invited to a very important meeting at the offices of the St. Catherine Football Association (Prison Oval) I Burke Road, Spanish Town St Catherine on October 4, 2024 at 6:00pm*

*We the executive members of the St, Catherine Football Association knowing the FIFA Statues and the FIFA Regulation require your attention to that which you are knowledgeable and in spite of this, your club the Royal Lakes F.C. went against it.*

*We submit to you two (2) relevant questions to which answers are required within five (5) working days upon your receipt of this letter.*

**Question 1:**

*Being the President of the Royal Lakes Football with the knowledge of the FIFA Statues in relation to disputes, why did you make the decision for the **Civil Court Injunction?***

**Question 2:**

*What were you expecting to achieve by facilitation this Injunction?  
Thank for your attention in this matter and I look forward to your prompt response.*

*With regards*

*Dr. Patrick Dunkley  
General Secretary”*

It is to be noted that the court process referenced in these letters is not the instant claim.

- b. Secondly, an email dated 28<sup>th</sup> October 2024 (exhibit MP6 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025), sent at 4:15pm, from the Claimant's attorneys to the Defendant:

***“RE: Claim No. SU2024CD00287 – Royale Lakes Football Club Ltd v St. Catherine Football Association***

*Dear Dr. Dunkley,*

*Reference is made to the captioned matter.*

*We have received word that it is the Association's intention to bar the appearance of Counsel at tomorrow's meeting scheduled for Tuesday, October 29, 2024.*

*Please be reminded that the Constitution of the St. Catherine Football Association is devoid any provision granting right to the Association to convene tomorrow's meeting. It also gives no authority to the Association to deny attendance by Counsel beyond a Special General Meeting and/or General Meeting neither of which apply in this case.*

*Further, as confirmed by the Supreme Court of Jamaica, the St. Catherine Football Association is bound by the Constitution, rules and regulations of the Jamaica Football Federation Ltd which allow, explicitly, that a party may arrange to be assisted by a third party and are free to choose their own assistance and representation; in keeping with the rules of Natural Justice and the Constitution of Jamaica.*

*Despite the foregoing, we look forward to amicable discussions at tomorrow's meeting in hopes of a swift and agreeable resolution to this matter.*

***Kindly acknowledge receipt of this email.***

***Regards,***

***SARAH-ELIZABETH DIXON”***

- c. Thirdly, a letter dated 20<sup>th</sup> November 2024 (exhibit MP4 to the affidavit of Michael Panchan filed 12<sup>th</sup> February 2025) from attorneys at law for the Claimant to the General Secretary of the JFF. That letter read as follows:

*“Dear Sirs;*

***Re: Enquiry - Formal Complaint against the St. Catherine Football Association on behalf of the Royale Lakes Football Club Limited***

*Reference is made to the caption.*

*We write on behalf of Royale Lakes Football Club Limited seeking to submit a formal complaint against the St. Catherine Football Association pursuant to Articles 9, 59 and 63 of the Constitution of the Jamaica Football Federation Limited.*

*As the Federation is aware, the Constitution of the St. Catherine Football Association provides no mechanism for dispute resolution emanating from accusations of misconduct by its Executive. Further, despite the recognition of the ‘Southeastern Regional Association’ by the Constitution of the Jamaica Football Federation, it does not appear that this body has been properly constituted in order to facilitate the investigation and adjudication of maladministration on part of its subsidiaries.*

*We are, however, guided that the Constitution of the Jamaica Football Federation recognizes that these associations are subordinate to the Jamaica Football Federation, that the Federation shall have jurisdiction on all internal national disputes, and in the spirit of good faith, our client may elect to exhaust channels within the Jamaica Football Federation before escalating our client’s complaint to the relevant authorities.*

*Our client’s complaint stems from acts/omissions of the Executive of the St. Catherine Football Association between May 2024 and November 2024 amounting to breaches of Articles 7.1, 7.2, 9, 1 1.3 and 12 of the Constitution of the St. Catherine Football Association, Articles 59 and 61 of the Constitution of the Jamaica Football Federation Limited, numerous Articles of the Jamaica Football*

*Federation Disciplinary Code, Rules emanating from judicial decisions of Courts of Law, of Common Law and Natural Justice.*

*We are, however, guided by Gleaner publication made on the 4th of May 2024 in which you were quoted on your opinion regarding the previous dispute between our client and the St. Catherine Football Association, confirming that the Federation has no intention to involve itself with a 'parish level competition', though the matter stems, entirely, from an administrative charge rather than an issue with the competition.*

*We, therefore, wish to enquire the process necessary to submit our client's complaint, and whether the Federation believes any judicial body within its organization has jurisdiction to resolve the issues arising.*

*Should the Federation find that it has no jurisdiction to hear our client's complaint, we ask kindly that we be guided to the relevant authority with competence to resolve our client's complaint.*

*Should the Federation fail to provide a reasonable response to our enquiry within fourteen (14) days of receipt hereof, it is our intention to remit our client's issues to the relevant Court of Law or Tribunal to resolve same.*

*We look forward to your response soonest.*

*Kindly acknowledge receipt of this letter by admitting receipt on the copy letter affixed hereto and returning same for our attention.*

*Yours sincerely,*

*CARDINAL LAW"*

The response by the JFF must have been disappointing to the Claimant. It came via email dated 6<sup>th</sup> December 2024 at 9:38am (exhibit MP5 to the affidavit of Michael Panchan filed 12<sup>th</sup> February 2025). It read:

*"I am in receipt of your letters dated November 20, 2024 relating to the above subject matters, which were brought to me (sic) attention on 5 December 2024.*

*I note your reference in particular to Article 63 of the JFF Constitution. This matter has not been referred to us by the SCCFA or the South Eastern Region, which are directly affiliated with the JFF.*

*In order to ensure proper governance procedures I am going to ask that these matters be referred to the Chairman of the South Easter Region, which includes St. Thomas, St. Catherine, and KSAFA. The chairman is copied.*

*Dennis Chung  
General Secretary  
Jamaica Football Federation”*

- d. Fourthly, an email dated 3<sup>rd</sup> February 2025 at 2:30pm (exhibit MP5 to the affidavit of Michael Panchan filed 3<sup>rd</sup> February 2025) from the Claimant’s attorney to Mr. Mark Bennett of the JFF, which enclosed a letter of 28<sup>th</sup> January 2025 to Mr. Mark Bennett who is chairman of the South Eastern Region (of JFF). The letter read as follows:

*“Dear Sirs;*

***Re: Enquiry- Formal Complaint against the St. Catherine Football Association on behalf of the Royale Lakes Football Club Limited***

*Reference is made to the caption.*

*We write on behalf of Royale Lakes Football Club Limited seeking to submit a formal complaint against the St. Catherine Football Association pursuant to Articles 9, 59 and 63 of the Constitution of the Jamaica Football Federation Limited.*

*As the Southeastern Regional Association is aware, the Constitution of the St, Catherine Football Association provides no mechanism for dispute resolution emanating from accusations of misconduct by its Executive.*

*Our client's complaint stems from a memorandum circulated by the Executive of the St Catherine Football Association dated January 17, 2025 as well as acts/omissions of the Executive of the St. Catherine Football Association between May 2024 and November 2024 amounting to breaches of Articles 7.1, 7.2, 9, 11.3 and 12 (sic) of the Constitution of the St. Catherine Football Association, Articles 59 and 61 of the Constitution of the Jamaica Football Federation Limited, numerous Articles of the Jamaica Football Federation Disciplinary Code, Rules emanating from judicial decisions of Courts of Law, of Common Law and Natural Justice.*

*We, therefore, wish to enquire the process necessary to submit our client's complaint, and whether the Southeastern Regional Association believes any judicial body within its organization has jurisdiction to resolve the issues arising.*

*Should the Southeastern Regional Association find that it has no jurisdiction to hear our client's complaint, we ask kindly that we be guided to the relevant authority with competence to resolve our client's complaint.*

*Should the Southeastern Regional Association fail to provide a reasonable response to our enquiry within three (3) days of receipt hereof, it is our intention to remit our client's issues to the relevant Court of Law or Tribunal to resolve same.*

*We look forward to your response soonest.*

*Kindly acknowledge receipt of this letter by admitting receipt on the copy letter affixed hereto and returning same for our attention.*

*Yours sincerely,  
CARDINAL LAW"*

By email of 3<sup>rd</sup> February 2025 Mr. Bennett acknowledged receipt and promised a reply. The reply must have been as disappointing as the earlier response from the JFF. It came on the 7<sup>th</sup> February 2025 (exhibit MP7 to the affidavit of Michael Panchan filed 12<sup>th</sup> February 2025):

*“Good afternoon Ms. Dixon,  
Confirming that there is no judicial process or  
appellate mechanism currently in existence at the  
South East Regional body which is chaired by me.  
In addition, the South East Regional body has not  
been formally or informally advised of any  
disciplinary action taken against Royal Lakes  
Football Club Ltd and New Raiders Football Club Ltd  
or other member of the aforementioned body  
including the St. Catherine FA.  
Notwithstanding the above, I strenuously urge you to  
seek clarity from the Jamaica Football Federation  
which will ably provide clarity on the judicial process  
of the organization and the pathways available to  
your clients.  
Please be guided accordingly.  
Mark Bennett  
Chairman  
South East Region”*

In effect Mr. Bennett referred the Claimant back to the JFF.

- [7] I have reviewed this correspondence in detail to demonstrate that, insofar as the instant litigation is concerned, the Claimant endeavored to avoid approaching the court for relief. However, given the unhelpful response of the Defendant and the JFF, the Claimant had no choice. The competition, the exclusion from which is contested, was scheduled to start on the 8<sup>th</sup> February 2025, see paragraph 18 of the affidavit of Michael Panchan filed 15<sup>th</sup> February 2025. The JFF in the face of a dispute between affiliates failed to act by, for example, inviting the parties to agree an arbiter to determine their dispute. Like Pontius Pilate the JFF washed its hands of the affair.

## JURISDICTION

[8] Jamaica is a proud democracy governed by the rule of law and not the arbitrary rule of man. We have a sovereign king whose executive authority is curtailed by the Constitution of Jamaica. There is therefore no absolute power or authority in our constitutional democracy. No one is above the law. In this regard it is a cardinal feature of the Constitution that every citizen has a right to protection of law. This is achieved ultimately by a right of access to the Supreme Court of Judicature of Jamaica. My brother, the Honourable Mr. Justice Sykes, now Chief Justice, put it best in **Butler v KSAFA Claim No. HCV 2007/04263 at paragraph 28** as follows:

*“...Section 20(2) of the Constitution of Jamaica is predicated on the proposition that any citizen can approach the courts to have a legal issue settled by the court. I am not aware of any legal principle by which a person can be forced to give up a fundamental human right, namely, access to the courts of Jamaica – a right guaranteed by the Constitution of Jamaica in order to be a member of an unincorporated body. A citizen cannot be forced to contract out of fundamental rights as a condition of membership of any organisation. These are rights that the Constitution says every person must have whether he wants them or not. Waiving a right is not the same as being told you cannot exercise the right at all if you wish to be a member of an organisation.”*

[9] Parties may, however, contract for alternative means to resolve their disputes but those alternative methods must not offend public policy or fundamental rights. In the same way that construction contracts often provide for mediation or arbitration the FIFA and JFF rules may also lawfully do so. In the instant matter the constitution of the Defendant, which governs relations between itself and its affiliates, has no such provision. Although it provides for a disciplinary committee no meeting of a disciplinary committee was called nor was the Defendant ever informed of one. The Defendant’s constitution has no provision which gives its executive committee power to punish or sanction an affiliate. It is important to note that the executive did not refuse an application for new membership but, rather,

punished the Claimant by banning participation for two years, imposing a fine and refusing permission to participate as an affiliate in the 2025 season.

- [10] The absence of an arbitration clause did not prevent the parties arbitrating their dispute. All that was necessary was for them to agree (a) to arbitrate (b) the terms of reference of the dispute and (c) an arbitrator. This was never suggested by the Defendant and the JFF did not try to initiate an arbitration process. The Claimant therefore came to this court for redress. The court would be abdicating its responsibility if it refused an audience to the Claimant in these circumstances. Justice must be done whatever the consequences may be, see **Somerset v Stewart (1772) 98 ER 499 at 509**. Therefore, the possibility that the Defendant may be sanctioned or disbarred, as per paragraph 6 of the affidavit of Mrs Elaine Walker Brown filed on the 13<sup>th</sup> February 2025, is really not a basis for this court to decline relief.

#### **THE DISPUTE**

- [11] What then is the dispute upon which this court is called to adjudicate? Essentially it concerns the refusal of the Defendant to allow the Claimant to participate in the 2025 Major League competition organized by the Defendant. Particulars of Claim were filed on the 11<sup>th</sup> February 2025. An Acknowledgment of Service has been filed but no Defence as the time for filing had not yet expired when the application was heard. The Claimant is seeking interlocutory relief, by way of injunction, to either compel its participation in the competition or to suspend the competition until the trial of this claim.
- [12] The principles surrounding the grant of interim or interlocutory relief are well established. Ordinarily one need only show there is an arguable case which is not frivolous that is there is a cause of action with a real prospect of success. The applicant must also show that an award of damages is not an adequate remedy if the injunction was refused but he ultimately succeeds at trial. The applicant must also demonstrate that the respondent will be adequately protected, by an

undertaking as to damages, in the event the applicant is unsuccessful at trial. If there is doubt about the question of damages, or if it is not decisive, then the court will consider the balance of convenience or, in the more modern formulation, the justice of the case. At all times the court must have in mind the overall justice of the case when considering the grant or refusal of injunctive relief at the interlocutory stage, see **American Cyanamid Co v Ethicon Ltd [1975] AC 396; [1975] 1 All ER 540** as applied in **National Commercial Bank Jamaica Limited v Olint Corp Limited [2009] UKPC 16**.

- [13] The above stated principles are varied when the grant of interim (interlocutory) relief, will likely bring an end to the litigation. That is when to refuse or to grant the injunction will give to one side or the other a final result. Such was the case in **Miller v Cruickshank (1986) 44 WIR 319** and **Butler v KSAFA Claim No. HCV 2007/04263**. This is the situation in the matter at bar. If I grant the orders prayed the Claimant will be allowed to participate in the competition. If I refuse the orders the competition will proceed without the Claimant participating. If I injunct the Defendant from running the competition, there will be no competition for this season. There can be only one such competition in 2025. Therefore, any decision I arrive at now will be final insofar as the question, whether or not the Claimant participates in the 2025 competition, is concerned. That being the case, and as established in the authorities cited above, this court, when deciding whether or not to grant the injunction, has to consider the relative strength or weakness of each case alongside the other considerations adumbrated in paragraph 12. I am, as with all interlocutory applications, to make no findings of fact. There has been no cross-examination of witnesses so, insofar as disputed facts are concerned, nothing I say resolves those issues. In this matter, however, many facts are not disputed.

## **THE FACTS**

- [14] In or about July of 2024 the Claimant filed a lawsuit against the Defendant, suit SU2024CD00287. The issue then concerned the circumstances in which the Defendant's annual general meeting and election were to be held. It appears that

the application for an injunction, to restrain the calling of the meeting, was withdrawn by the Claimant after dialogue between the parties. The election was held after the executive committee “*rectified certain breaches*” which allowed the general meeting to proceed, see paragraph 5 to the affidavit of Michael Panchan filed on 5<sup>th</sup> February 2025.

[15] Thereafter the Defendant issued a document which demanded that its members sign an “*Affiliates Declaration and Confirmation Form*” as a prerequisite to having their affiliation with the Defendant renewed. The Form, among other things, states:

“(e) *It recognizes the exclusive jurisdiction of CAS (the Court of Arbitration for Sport in Lausanne) for any dispute of international dimension and in particular involving FIFA, CONCACAF and the JFF*

(f) *It recognizes the prohibition on recourse to ordinary courts under the FIFA Statutes and the CONCACAF Statutes*”

The Claimant issued two letters to the Defendant dated 4<sup>th</sup> November 2024. One stated its desire to participate in the upcoming St. Catherine Major League Football Competition (an application for which was signed on the 4<sup>th</sup> November 2024). The other letter of that date declined to sign the “*Affiliates Declaration and Confirmation Form*” because “*aspects of that form appear to be inconsistent with provisions outlined in the St Catherine Football Association Constitution*”, see exhibits EWB2 and EWB3 to the affidavit of Elaine Walker-Brown filed on the 12<sup>th</sup> February 2025.

[16] The Defendant earlier, by letter dated 26<sup>th</sup> September 2024, invited the Claimant to a meeting on the 4<sup>th</sup> October 2024. The meeting was postponed to the 22<sup>nd</sup> October 2024. On the 22<sup>nd</sup> October it was further postponed to the 29<sup>th</sup> October 2024. It appears that that meeting was also postponed because, on the 6<sup>th</sup> November 2024, the Defendant issued the following letter to the Claimant, see exhibit MP6 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025:

*“Dear Mr. Panchan*

*The St Catherine Football Association Council invites the President and General Secretary of the Royal lakes Football Club to a meeting on Tuesday November 12, 2024 at the office, 1 Burke Road Spanish Town P.O. St Catherine at 6:30pm.*

*Please note that failure to attend this meeting the Royal Lakes football Club will be suspended from participating in any football activities until you meet with council*

*The agenda for the meeting is to discuss the Injunction Royal Lakes Football Club vs. St. Catherine Football Association.*

*With Regards*

*Dr. Patrick Dunkley*

*(General Secretary)”*

[17] That meeting did take place, but no minutes were made or circulated and hence none are exhibited before me. The respective affidavits detailed the witnesses' recollections of what occurred but these differ markedly. A determination of what transpired will be crucial to the ultimate resolution of the issues in this claim. This is so because, consequent on whatever transpired, the Defendant issued the following documents:

- a. A letter dated the 13<sup>th</sup> January 2025 (exhibit MP6 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025) in the following terms:

*“RE: Royal Lakes vs St Catherine Football Association  
Injunction*

*Dear Mr. Michael Panchan,*

*We the Executive members of the St. Catherine Football Association have investigated and closely peruse (sic) all documentation received from you, your Club and those from your legal counsel and found them to be in violation of the Statues and By-Laws of the Football Governing body. That*

*being the FIFA, CONCACAF, CFU, the JFF and by no means least, the St. Catherine Football Association. It must be noted that this violation comes with a penalty by virtue of a very meticulous examination and perusal of the Statues. These have led the St Catherine Football Association through various deliberations and where we have finalized our decision.*

*As a result of the action taken by the Royal Lakes FC and hence the violation afore mentioned. You have been referred to pertinent documents relating to such matters and to which as President you are responsible and ought to be aware. We have decided that the following will obtain:*

*1. The ROYAL LAKES Football Club is to be restricted from all competitions within the St. Catherine Football Association for a period of TWO (2) Years.*

*2. A FINE of Three Hundred Thousand Dollars (\$ 300.000.00) is imposed and is made payable to the St. Catherine Football Association within fourteen (14) working days after the receipt of this letter.*

*Upon the completion of the restriction and being fully registered, that being current in your affiliation, the FIFA Connect Platform and all outstanding financial payment to the St. Catherine Football Association, your club will be permitted to participate in the Division One Competition of the Association.*

*With Regards*

*Dr Patrick Dunkley*

*General Secretary”*

- b. A Notice to all Affiliates dated 17<sup>th</sup> January 2025 (exhibit MP6 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025) as follows:

**“To: All Affiliates**

**From: The Council of the St. Catherine Football Association**

**Date: January 17, 2025**

**Subject: Royal Lakes F. C.**

The Royal Lakes Football Club has been restricted **(BANNED)** for **TWO (2)** years, effective as at date captioned and a fine three hundred thousand dollars (\$300,000.00) is to be paid within fourteen days.

This is as a result of the violation of the following:

**RE: THE ST. CATHERINE FOOTBALL ASSOCIATION  
CONSTITUTION AND FIFA STATUTES**

**ST. CATHERINE FOOTBALL ASSOCIATION  
CONSTITUTION**

**SECTION 4 - OBJECTIVE**

**"a. To promote the game of "Association Football" in every way which seem proper to the Association or its Executives, in keeping with Federation International Football Association (FIFA), the Confederations of North, Central America and the Caribbean Football Federation (CONCACAF), the Caribbean Football Union (JFF) regulations.**

**b. To control football by taking such steps as shall be deemed necessary or advisable for preventing infringements of the Rules, Regulations and Standing Orders of the Executives and the Association, or Laws of the game laid down by the four controlling bodies of football organized by Association, (FIFA, CONCACAF, CFU and JFF) to prevent the introduction of other improper method or practice in the game and to protect it from abuse."**

**FIFA STATUTES**

**ARTICLE 51. OBLIGATIONS RELATING TO DISPUTE  
RESOLUTION**

**"1. The Confederations, member association and leagues shall agree to recognize CAS as an independent judicial authority and ensure that their**

*members, affiliates, players and officials comply with the decisions passed by CAS. The same obligation shall apply to football agents and match agents that are licensed by FIFA.*

*2. Recourse to the ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to the course of law for all types of provisional measures is also prohibited.*

*3. The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to the ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognized under the rules of the association or confederations or to CAS."*

*The club may return to the SCFA by meeting ALL criteria and will be relegated to the Division 1 Competition - 2027 January."*

These documents reveal that the Claimant is being barred from participating for two years and fined \$300,000 for the reasons therein stated.

## **ANALYSIS AND CONCLUSION**

[18] In this claim the Claimant asserts that the action of the Defendant is in breach of: The Constitution of Jamaica, the constitution of the St. Catherine FA, the constitution of the JFF and the rules of Natural Justice, see paragraph 23 of the Particulars of Claim filed 11<sup>th</sup> February 2025. For reasons I am about to articulate

the Claimant not only has an arguable case but on the documentation presented has a very good chance of success at trial.

[19] The constitution of the Defendant is a contract between the Defendant and its members. The word “*affiliates*” is used to describe members. In submissions counsel appeared to assume that affiliation was annually renewed. However, when asked to point to the clause in the contract which so provided, they were unable to do so. It is to be noted that in company law the articles and memoranda are in the nature of a contract between the company and its shareholders, see **Hickman v Kent or Romney Marsh Sheep-Breeder’s Association [1915] 1 Ch 881**. The constitution of an unincorporated association is similarly regarded. In this case the Defendant is a registered company, see exhibit MP3 to the affidavit of Michael Panchan filed on the 12<sup>th</sup> February 2025. The Defendant’s constitution in article 2 says it “*shall consist of affiliated organisations hereinafter called “clubs, leagues and/or groups” conducting and or promoting association football in their area or community*”. Affiliates apply annually to be allowed to participate in the competition. In this regard there are competition rules and other criteria to be satisfied.

[20] The Claimant by later dated 4<sup>th</sup> September 2024 indicated its desire to participate in the major league competition and submitted a form bearing that date entitled an “*Affiliation Form*”, see exhibit EWB1 to the affidavit of Elaine Walker-Brown filed on the 12<sup>th</sup> February 2025). There is no rule or term in the constitution of the Defendant which says affiliation is for one year only or that membership lapses after one year. The constitution of the Defendant neither provides for arbitration as an alternative means of dispute resolution nor bars its member/ affiliates from applying to the court for redress. The Defendant’s constitution does however provide, in article 59, for a disciplinary committee to be established, see paragraph 5 above.

[21] The Defendant did not convene a disciplinary committee after the Claimant issued another letter dated 4<sup>th</sup> November 2024 (exhibit EWB3 to the affidavit of Elaine

Walker-Brown filed on the 12<sup>th</sup> February 2025). In that letter the Claimant declined to sign the “*Affiliates Declaration and Confirmation Form*”. The Defendant invited the Claimant to a meeting of the executive committee. There is no evidence that at any time the Claimant was made aware of charges to be laid or possible sanctions to be imposed. It therefore appears that, by proceeding to sanction the Claimant (see letter dated 13<sup>th</sup> January 2025 quoted at paragraph 6 above), the Defendant acted in breach of its constitution and hence in breach of contract. Such conduct also breached the principles of natural justice and section 16(2) of the Constitution of Jamaica.

- [22] This court has long had power of review over the conduct of quasi-judicial tribunals. In this regard organizations, which although voluntary and not state sponsored but which control or affect a person’s ability to earn, have attracted the attention of the courts, see for example **Lee v Showmen’s Guild of Great Britain [1952] 2 QB 329** per Lord Denning at page 341 to 342:

*“The jurisdiction of a domestic tribunal, such as the committee of the Showmen's Guild, must be founded on a contract, express or implied. Outside the regular courts of this country, no set of men can sit in judgment on their fellows except so far as Parliament authorizes it or the parties agree to it. The jurisdiction of the committee of the Showmen's Guild is contained in a written set of rules to which all the members subscribe. This set of rules contains the contract between the members and is just as much subject to the jurisdiction of these courts as any other contract.....”*

***Although the jurisdiction of a domestic tribunal is founded on contract, express or implied, nevertheless the parties are not free to make any contract they like.***

***There are important limitations imposed by public policy. The tribunal must, for instance, observe the principles of natural justice. They must give the man notice of the charge and a reasonable opportunity of meeting it. Any stipulation to the contrary would be invalid. They cannot stipulate for a power to condemn a man unheard.... Another limitation arises out of the well-known principle that parties cannot by contract oust the ordinary courts from their jurisdiction: see Scott v Avery, per Alderson B. and Lord Cranworth L.C. They can, of course, agree to leave questions of law, as well as questions of fact, to the decision of the domestic tribunal. They can, indeed, make the tribunal the final arbiter on questions of fact, but they cannot make it the final arbiter on questions of law. They cannot prevent its decisions being examined by the courts. If parties should seek, by agreement, to take the law out of the hands of the courts and put it into the hands of a private tribunal, without any recourse at all to the courts in case of error of law, then the agreement is to that extent contrary to public policy and void...*** [emphasis added]

- [23] The case before me concerns the sport of football which is popular and offers the possibility of professional careers to the players. It is a gateway to opportunities here and overseas. Clubs or affiliates can earn by virtue of gate receipts and player transfer fees. These are matters so well known that I am entitled to take judicial note of them. Football therefore can allow players and club to earn a living. The Defendant in effect monopolizes the avenue for those who wish to play the beautiful game in the parish of St. Catherine. There is no doubt therefore that a court will impose a duty, to abide the principles of natural justice, upon this Defendant. Such a duty also arises by virtue of sections 13 (3) (r) and 16 (2) of the Constitution of Jamaica. Section 13 (5) makes it clear that non-state actors are also obliged to respect the constitutional rights of others. The Defendant's

constitution provided for a fair hearing mechanism, see paragraph 5 above. It does appear therefore that the court at trial is more likely than not to hold that the Defendant by, failing to convene a disciplinary committee, failing to particularize the relevant charges and, failing to alert the Claimant of the potential for punishment for breach of identified rules, acted in breach of contract, in breach of natural justice and, in breach of the Constitution of Jamaica. It is a disputed fact whether the Defendant prevented the attendance of counsel at the meeting, I therefore make no comment save to reference my pronouncement in **Claim No. 2010HCV 4652, Andrew Robinson v National Irrigation Commission Ltd [2013] JMSC Civil 19 (unreported Judgment dated 14<sup>th</sup> February 2013) at paragraphs 50 and 51.**

[24] If I am wrong in my assessment of the strength of the Claimant's case, in respect of which I made no findings of fact, I will consider the matter of the adequacy of damages on the one hand and the protection by undertaking as to damages on the other. It seems to me that if prevented from participating in the league the Claimant will incur injury which cannot be adequately assessed. In the first place the possibility, or rather the lost possibility, of success is immeasurable and irreplaceable. For the individual player who has trained, prepared and was perhaps hoping to catch the eye of a national selector or international recruiter the lost opportunity is irreplaceable and the potential financial loss to the Claimant (of transfer fees) immeasurable. These are matters of which I take judicial note as they are part and parcel of modern competitive sport. On the matter of the undertaking as to damages the Claimant has paid \$800,000 into court. The Defendant, if the Claimant is allowed to participate now, but ultimately fails at trial, will have forever lost the opportunity to implement punishment now and will suffer the embarrassment of a team participating which ought not to have. However, there will be nothing to prevent punishment in the upcoming season. If the Claimant were to win the competition the Defendant will have been doubly embarrassed. However, it is quite possible they will have grounds to strip the Claimant of that title. It is difficult to see any financial damage to the Defendant by

allowing the Claimant to participate and no damage, in consequence of the Claimant participating, has been alleged. An assessment, therefore, of the question of damages suggests that given the irreparable nature of the damage to the Claimant and its members the grant rather the refusal of the injunction is preferable.

[25] If I am wrong on that I consider the overall justice of the case. There can be little doubt that this also favors the Claimant. The affidavit of Elaine Walker-Brown dated 12<sup>th</sup> February 2025 places great emphasis on the FIFA and JFF rules. However, the focus of enquiry should be the Defendant's rules in the form of its constitution. The question whether, by calling the Claimant to a meeting and thereafter imposing sanctions, the Defendant acted in accordance with its own disciplinary procedures was not addressed by her. Mrs Walker Brown instead criticized the Claimant for not appealing to the JFF. Apparently not realizing that this is exactly what the Claimant through its legal representatives endeavored to do by the letters quoted at paragraph 6 above. She also made no reference to the fact that the competition was about to start and neither her organization, nor the JFF offered any means of addressing the Claimant's complaint about unfairness prior to its start. She suggests that the competition could go on without the Claimant and if necessary, the fixtures could be adjusted to allow the Claimant to "*catch up*". One has to wonder how credible that can be given that competitions must end. Surely Mrs. Walker-Brown should know that the scheduling of trials in the Supreme Court is not likely to allow for that before the 2025 season ends.

[26] Mrs. Walker Brown's repeated reference to the Claimant knowing that FIFA has rules restricting the circumstances in which affiliates can approach the court is I think to miss the point of this case. This case concerns whether the constitution and rules of the Defendant were breached and whether any viable alternative, other than to approach the court for redress, was afforded to the Claimant. Finally Mrs. Walker-Brown denied excluding the Claimant's legal representatives from attending the meeting. This will be a matter of fact to be determined at trial. Suffice

it to say, when considering the balance of convenience, I bear in mind that by email dated 28<sup>th</sup> October 2024 at 4:15pm (exhibit MP6 to the affidavit of Michael Panchan filed 5<sup>th</sup> February 2025), the Claimant's attorneys wrote protesting the stated intent to bar counsel. No communication in response denying that allegation was exhibited before me.

## **CONCLUSION AND ORDERS**

[27] The overall justice of the case suggests that the grant rather than the refusal of injunctive relief is the appropriate course to adopt. The Defendant's letter of the 26<sup>th</sup> September 2024 which invited the Claimant to attend "*a very important meeting*" is quoted in full at paragraph 6(a) above. It posed two questions to the Claimant which were answered in full. The Claimant in their response dated 2<sup>nd</sup> October 2024 asked the Defendant to "*direct us to the specific FIFA regulations/statutes which you are certain apply in this scenario and attach, to your response, copies of the regulations/statutes so we may respond accordingly.*" The Defendant it seems did not pay the Claimant the courtesy of a response to that request. One would have thought this would be a minimum requirement of natural justice prior to any meeting where sanctioning the Claimant was being considered. Although there are factual differences as to what transpired at the meeting in a sense this is secondary to the fact that the Defendant did not act in accordance with its own rules. Furthermore, those who wish to impose a punishment should advise those to be punished of the alleged offense, and the fact that punishment was being contemplated, prior to the hearing. In the final analysis the Claimant was left with little or no recourse but to come to this court for redress. A court of equity will not sit by, in these circumstances, and not act. My orders made on the 17<sup>th</sup> February 2025 were as follows:

1. The St. Catherine Football Association is hereby restrained whether by itself its servants or agents or otherwise howsoever from prohibiting the Claimant Royale Lakes Football Club Limited from participating in the Major League competitions within St. Catherine under the auspices of the St. Catherine Football Association until the trial of this action.
2. The Claimant through its attorneys give the usual undertaking as to damages.
3. Costs will be costs in the claim.
4. The matter is referred for mediation.

**David Batts**  
**Puisne Judge**