# **IRISH FOOTBALL ASSOCIATION APPEALS COMMITTEE**

In the matter of an appeal filed on behalf of Coalisland Athletic Football Club (hereinafter referred to as the Appellant) against a decision of the Mid Ulster Football League Management Committee (hereinafter referred to as the MUFL or the Respondent) notified to the Appellant by letter dated 5<sup>th</sup> June 2025.

## Appeals Board

Mr Barry Finnegan (Vice-Chair)

Mr David Lennox

Mr Stephen Shaw

### **Decision:**

This is a decision of the IFA Appeals Committee following a Hearing which took place at IFA Headquarters on Wednesday 25<sup>th</sup> June 2025. It concerns an appeal brought on behalf of the Appellant against a decision reached by the Respondent who reversed the outcome of a league match played by the Appellant against Hillsborough Boys on 24<sup>th</sup> May 2025 and awarded a 3-0 scoreline to the Appellant's opponent on the basis the Appellant had breached league rules in relation to their team line-up submission.

For the reasons detailed below the appeals committee have determined that the appeal will be **<u>upheld</u>** so that the Respondent's decision will be rescinded and the original match result, a 6-0 scoreline in favour of the Appellant, shall be reinstated.

### Attendees:

The Appellant was represented at the Hearing of this appeal by James Fay, Solicitor with Gary Coney, Secretary and Player/Manager, both of whom provided evidence to the committee.

The Respondent was represented by Sean O'Neil, Chairman, Maurice Johnston, Vice Chairman, Matthew Holmes, Minute Secretary and Stephen Magill, Secretary, all of whom provided evidence to the Appeals Committee.

The Appeals Committee would like to express their gratitude for the helpful and informative manner in which all of the attendees conducted themselves during Hearing.

## The Rules at Issue:

This appeal involved an extensive analysis of the Respondent's league rules and particularly rule 21 concerning *"amendments to confirmed line-ups*" which stipulates as follows:-

21.1) Should any player or substitute sustain an injury or become otherwise incapacitated after the confirmation of the line-up to the referee and prior to the kick-off, he may be replaced provided that the referee and the opposing club are notified in writing as soon as possible prior to the commencement of the match, subject to the following.

21.2) If any of the starting line-up named on the team sheet are unable to start the match <u>for any</u> <u>reason</u>, they can be replaced only by one of the five substitutes named on the initial team sheet.
The substitute(s) can then be replaced by a player, or players not originally named on the initial

team sheet so that the quota of substitutes is not reduced. During the match, 3 substitutes (or 4 if rules allow) can still be used.

21.3) Teams found to have amended their line-up, after confirmation, and without such permission will be <u>defaulted</u>.

21.4) Any team or club official found guilty of amending line-ups after the match has commenced will be deemed to have brought the MUFL into disrepute and the club will be fined a sum of not less than £250.

# Facts:

In addition to an examination of the relevant rules and the oral evidence submitted on behalf of the Appellant and Respondent, the Appeals Committee noted the written submissions filed on behalf of both parties.

The Committee has made the following findings following a detailed analysis of the facts available:-

- 1. It was accepted by both parties that the Appellant had submitted their line-up to the Comet system prior to the match against Hillsborough Boys FC and that one of the players who had been listed as a substitute (number 20) had in fact started the match in place of number 3.
- 2. The reason for this switch is described variously within the written submissions as arising due to number 3 being "*delayed due to family reasons*."
- 3. It was accepted by the parties that number 3 eventually managed to attend the match and entered the field of play in place of number 10 on the 43<sup>rd</sup> minute.
- 4. Written evidence has been presented from the referee officiating the match in question by way of an email dated 26<sup>th</sup> May and addressed to Mr Magill for the Respondent which states that he was "*verbally informed*" by the Appellant of the abovementioned change before the game commenced and that he had "*took a note of it to change during my report because my phone was in the car at that stage and I wasn't returning to get it.*"
- 5. The same email exchange between Mr Magill and the officiating referee confirms the notification of the change to have been made verbally and that the manager of Hillsborough FC made him aware at half-time that he had not been notified of the change beforehand.
- 6. No protest had been lodged by Hillsborough FC concerning the issue following the match however the Respondent's vice-chairman, Mr Johnston, had attended the match with the intention of presenting the Appellant with the league trophy only to be notified of the line-up issue and, following consultation with his colleagues, sensibly elected to postpone the presentation of the league trophy to the Appellant to permit additional enquiries to be made.
- 7. It was accepted by all parties that the verbal onslaught with which Mr Johnston was subjected thereafter by the members associated with the Appellant following the match was completely unacceptable and will be subject to the Respondent's internal investigation and disciplinary process.
- 8. Mr O'Neil provided evidence on behalf of the Respondent and advised that having undertaken the necessary investigation and spoken to the key witnesses as part of the "*logical*

*process*" it was determined that the Appellant had not notified the opposing team of the change in line-up prior to the match commencing.

- 9. In attempting to deconstruct the rules he clarified that seeking to notify the referee and opposing team of a line-up change after "*confirmation*" referred to any change in line-up after submission to the Comet system which applied "99.99% of the time" or, if that failed, a handwritten line-up to the referee in advance of the match in question.
- 10. Mr Fay challenged the requirement for any amendment to the line-up to have been made in writing. Both he and Mr Coney indicated that this was not their experience of such matters and Mr Fay specifically enquired as to whether the various hand-written amendments were retained by the referee and provided to league officials for record keeping after the match.
- 11. Mr Magill and Mr Johnston both clarified that no such depository of written amendments was retained by the league but that this was a rule change which had been implemented at the start of the season and the Appellant were afforded the opportunity to object to its inclusion but had not.
- 12. Mr O'Neil indicated that the rationale for notifying the other team of the amendment to any starting line-up was a "*courtesy*" and that the meaning of "*default*" was such that the result would be awarded to the opposing team.
- 13. When asked by the committee where within the rules clarification was afforded concerning the meaning of "*default*" and how "*in accordance with league rules a 3-0 victory shall be awarded*" (as per the Respondent's decision letter dated 5<sup>th</sup> June) Mr Johnston referred to "*Appendix A*" in the league rules which, it transpired, referred specifically to rule 16 (later clarified to mean rule 17 Non Appearance) and thus detailed the sanction which would apply to a club for failure to turn-up to fulfil a pre-arranged league fixture.
- 14. Rule 17 refers to how such an incident would be "dealt with by the Management Committee as per the default procedure. (See Appendix A)."
- 15. The Appendix itself was a form of precedent letter to be conveyed by the Respondent to clubs who had failed to adhere to a pre-arranged fixture and would set out the sanction which would apply, namely the fixture being defaulted, and the opposing team being awarded a 3-0 victory.
- 16. Rule 21 makes no such reference to Appendix A and Mr Johnston, Mr O'Neil and Mr Magill accepted this appendix 'letter' had not been sent to the Appellant in the format demonstrated.
- 17. When asked by the committee as to whether a member club must notify the referee and opposing team of any amendment to the line-up in writing and <u>obtain permission</u>, as per rule rule 21.3, before the change was permitted to come into effect Mr O'Neil did not offer any cogent explanation as to whether this was a twin-pronged requirement and merely stated that the line-up amendment needed to be relayed in writing.
- 18. Mr Fay emphasised that the Respondent's league rules are silent on the issue as to what would happen if the referee consented, but the opposing team refused to give permission to any such change to the line-up.
- 19. The Respondent referenced the committee's decision in the case of St Mary's YCFC v MUFL dated 22<sup>nd</sup> November 2024 in which this committee had determined the Appellant had breached rule 21 and the sanction to default the fixture had been properly applied.
- 20. Mr Fay responded by stating he did not feel the Appellant ought to be bound by this decision which involved an entirely different set of facts to those which arose in the present case.
- 21. The Respondent did not accept that rule 28 was a valid alternative to the sanction applied in this instance as the factual circumstances which arose were adequately covered in rule 21 and thus no additional discretion was needed.

#### **Findings:**

1. The appeals committee finds the construction and language concerning rule 21 of the Respondent's league rules to be unnecessarily restrictive, ambiguous and, by effect, open to differing lines of interpretation.

- 2. It is not initially clear as to whether rule 21.1 and rule 21.2 are to be read together or operate as standalone provisions however upon detailed review it is this committee's assessment that they must be read and interpreted separately. The former refers to any change in line-up caused by an injury or incapacitation and the latter refers to one being unable to start a match *"for any reason."*
- 3. The reference to "*subject to the following*" in rule 21.1 appears to have been included erroneously and we note this committee had previously recommended removal of this phrase to avoid potential confusion about its application (see the committee's decision in St Mary's YCFC v MUFL dated 24/11/24).
- 4. The committee finds rule 21.2 to be the most relevant provision arising in the current instance, particularly as sufficient doubt arises as to whether the amendment to the Appellant's starting line-up arose as a consequence of "*an injury*" or due to a player becoming "*otherwise incapacitated after the confirmation of the line-up*."
- 5. The committee finds that, to the contrary this player seemingly was able to make his way to the match at a later stage and enter the field of play as a substitute towards the end of the 1<sup>st</sup> half. This is strongly suggestive that neither an injury nor incapacitation had in fact arisen.
- 6. It is clear from the Respondent's league minutes dated 4<sup>th</sup> June that the management committee had determined the Appellant to have been culpable for multiple breaches of rule 21 however this committee finds that no such breach can be deemed to have arisen when the rules are reviewed and interpreted separately.
- 7. Rule 21.2 states that if any of the starting line-up are unable to take the field of play for any reason they can be replaced <u>only</u> by one of the five substitutes named on the initial team sheet, as arose in this case.
- 8. The rules do not explicitly prohibit the player who was replaced from subsequently joining the list of substitutes, or ultimately entering the field of play, as occurred in the present case.
- 9. Rule 21.2 does not stipulate there being any requirement to notify the referee or the opposing team, in writing or otherwise, of such a change and the committee finds the wording of rule 21.1, whilst not explicitly applicable to this case, particularly burdensome to the point of verging on being unrealistic.
- 10. The committee accepts there is no suggestion of dishonesty or subterfuge on the Appellant's part. One of their players was not available for the commencement of the league match, they had agreed to commence the match ten minutes earlier in an effort to accommodate a request from the opposing team which would undoubtedly have compounded their position and the contemporaneous evidence clearly demonstrates that the referee had been informed of the line-up change prior to the fixture commencing.
- 11. It is not lost on the committee that had the referee amended his Comet report prior to the match commencing this line-up amendment would have been immediately obvious to the opposing team and, on balance, no issue would have been raised given the change would technically have been made and available to review electronically and, by effect, in writing.
- 12. This point is in no way intended as a criticism of the referee, the committee fully accepts the primary responsibility for accurately recording the line-up rests with the individual club however this scenario merely emphasises the real-world decisions which must be taken, on a time-sensitive basis, in amateur sport and the accompanying need for league management bodies to minimise or remove any additional 'red-tape' (administrative requirements of a superfluous nature) wherever possible.
- 13. In addition to a technical examination of the rules involved, the Committee are also required to adopt a common sense and practical approach when issues such as this arise. Furthermore, we must be guided by and reach conclusions which are informed by the overlapping principles of fairness and sporting integrity. In this instance, the Committee notes that no evidence has been adduced to suggest the amendment to the Appellant's team line-up led to a material difference in the outcome of the match in question. Neither player involved scored

and the outcome of the result was not in doubt when one considers the scale of the Appellant's victory. It therefore appears beyond the scope of the committee's requirements to ratify the rescission of such a victory and prevent the Appellant from capturing the league title in the process, for an ambiguous and highly questionable technical offence.

- 14. The view above is reinforced by the committee's assessment that the Appellant has clearly acted in good faith in notifying the referee of the line-up change beforehand and not engaged in any effort to conceal the amendment.
- 15. The committee has also considered their previous decision reached in the matter of St Mary's YCFC v MUFL and would emphasise that our decision must be taken solely on the appeal before us, considering the facts and circumstances directly related to this case. Each case must be considered on its own merits, and the unique details of this appeal were the focus of our deliberations.
- 16. The committee has, notwithstanding, noted several core differences in the aforesaid appeal which are clearly distinguishable from the present case, namely that the player in question had not been listed in the initial line-up submitted to the referee, either as a starting player or as a substitute, the match in question had been a much closer affair (a 2-0 victory to the Appellant) which increases the likelihood that the involvement of the player had a material difference on the outcome and, perhaps most importantly, the committee found in that case that "Rule 21.1 applies specifically to situations where a player sustains an injury/becomes incapacitated after confirmation of the line up. This is not applicable in the present case, as (the players) late arrival does not fall under this category."
- 17. In light of the foregoing the committee considers that in order to deal justly and proportionately with this appeal the same must be **upheld**.
- 18. The Respondent's original decision must be rescinded and the final scoreline in the Appellant's match against Hillsborough Boys FC, played on 24<sup>th</sup> May 2025, should be reinstated with the league title to be awarded to the Appellant accordingly.
- 19. Appeal upheld. Fee to be refunded to the Appellant.

## Barry Finnegan

Dated: 1st July 2025 Barry Finnegan, Vice-Chair. On Behalf of the IFA Appeals Committee