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Football Disputes in Turkey : Jurisdiction Between TFF Bodies and Ordinary Courts

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Football disputes in Turkey often start with a practical question: where should the claim be filed? The answer is not always simple. A dispute may concern an unpaid salary, termination compensation, an agent fee, a disciplinary sanction, training compensation or a decision of the Turkish Football Federation. All these matters are connected to football, but they do not have the same legal nature.

This article focuses on domestic football disputes in Turkey. If a dispute has an international dimension, for example a foreign player, a cross-border transfer or clubs from different associations, a separate FIFA jurisdiction analysis is required. FIFA's Football Tribunal is composed of the Dispute Resolution Chamber, the Players' Status Chamber and the Agents Chamber, and each chamber has a different area of jurisdiction. Decisions of FIFA legal bodies may also open the way to the Court of Arbitration for Sport, which is a different route from the domestic annulment action against TFF Arbitration Board decisions.^{9,10}

The starting point in domestic disputes is Article 59 of the Turkish Constitution. The official English text states that decisions of sport federations relating to the administration and discipline of sportive activities may be challenged only through compulsory arbitration, and that decisions of the Board of Arbitration are final. This wording is important. It does not say that every football-related dispute must remain within federation bodies. It only covers administration and discipline of sportive activities.¹

The Turkish Constitutional Court confirmed this distinction in its 2018 decision on Law No. 5894. The Court annulled the rule that had broadly given the first instance civil boards of the TFF exclusive authority over a wide range of disputes. The Court underlined that disputes arising from football contracts do not automatically fall within the constitutional field of administration and discipline. It also stressed that an overly broad exclusion of judicial review would harm the right of access to court.²

The factual background also shows why the judgment matters beyond disciplinary law. The underlying claim arose from an unpaid fee under a football agent agreement. The contested rule did not itself define which disputes had to remain within TFF bodies; instead, it referred broadly to the TFF Statute, instructions, regulations and decisions. The Court considered that this allowed the TFF to change, through its own regulations, the range of disputes excluded from judicial examination. For that reason, the rule was not sufficiently definite or foreseeable.²

The Court then linked this lack of certainty to access to justice. It stated that the right of access to a court includes the right to bring a legal dispute before a court authorised to decide it. More importantly for football contracts, the Court read Article 59 narrowly: final compulsory arbitration is constitutionally protected only for decisions concerning the administration and discipline of sporting activities. As the official English summary explains, the former rule “does not set forth such a distinction.” By extending exclusive TFF jurisdiction to all disputes connected with TFF rules and decisions, the provision prevented access to court and impaired the essence of the freedom to claim rights. The judgment therefore does not remove specialised sports dispute resolution. It prevents that system from becoming a general and automatically exclusive forum for contractual and financial claims.²

Current Law No. 5894 now reflects this distinction more clearly. Article 5 states that TFF instructions and first instance legal board decisions concerning the administration and discipline of football activities become final if they are not appealed to the Arbitration Board within seven days, and that no judicial remedy is available against them. Article 6/6 then adds a key rule: Arbitration Board decisions concerning administration and discipline are final, but other decisions may be challenged by an annulment action under Article 439 of the Turkish Code of Civil Procedure within one month from notification³

This means that the legal effect of a TFF Arbitration Board decision depends on the subject matter. In disciplinary and administration cases, the constitutional finality rule is strong. In contractual and financial disputes, the position is different. An annulment action under Article 439 is not an appeal on the merits. The court does not re-hear the whole dispute, re-evaluate all evidence or replace the Arbitration Board’s view with its own. The review is limited to specific grounds such as the validity of the arbitration agreement, due process, proper constitution of the tribunal and public policy. This limited review is important because it protects legal certainty without turning the annulment action into a second full trial.³

The TFF Dispute Resolution Chamber, known in practice as UÇK, has a central role in this system. Under Article 2 of the UÇK Regulation, the Chamber decides football-related contractual disputes between clubs, players, coaches and football agents only if the parties have accepted its jurisdiction. The same provision gives the Chamber exclusive jurisdiction over sporting sanctions and training compensation. This creates a clear line. Contractual disputes require party acceptance. Certain sport-specific disputes may fall within exclusive UÇK jurisdiction.⁴

For this reason, a player salary claim, coach compensation claim, or agent fee dispute should not automatically be treated as a UÇK matter. The contract must be checked first. Did the parties clearly accept UÇK jurisdiction? Does the clause cover the dispute? Was there a valid and conscious arbitration agreement? In practice, this is not only a formal question. It is about real consent. The parties must have a clear meeting of minds on UÇK jurisdiction.

This point is especially important in standard football contracts. Under Articles 20 and 21 of the Turkish Code of Obligations, standard terms are clauses prepared in advance by one party for use in many similar contracts. If such clauses are against the other party's interests, they enter the contract only if the other party was clearly informed, had a real chance to learn their content and accepted them. Otherwise, they may be deemed unwritten. Therefore, a pre-printed UÇK clause should not be treated as automatically valid in every case.⁵

If the parties did not validly accept UÇK jurisdiction, or if the dispute is outside the constitutional field of administration and discipline, ordinary courts may become relevant. However, "ordinary courts" is not a precise enough answer. The exact competent court must be identified. This is a key practical point in Turkish football disputes.

Professional players are excluded from the scope of the Turkish Labor Law under Article 4/1-g of Law No. 4857. However, this does not mean that player-club disputes always go to the civil court of general jurisdiction. Article 5 of Law No. 7036 on Labour Courts gives labour courts jurisdiction not only over disputes under the Labor Law, but also over disputes arising from service contracts under the Turkish Code of Obligations between workers and employers. Therefore, player-club salary and compensation disputes may fall within the labour courts, especially where the dispute is based on a service relationship.^{6,7}

This conclusion is now supported more directly by the Court of Cassation. In its decision E.2023/4702, K.2023/8115, the 5th Civil Chamber stated that a professional football contract is outside the scope of the Labor Law because of Article 4/1-g but may still constitute a service contract under the Turkish Code of Obligations. It therefore confirmed that, for proceedings filed after Law No. 7036 entered into force on 25 October 2017, disputes arising from that service relationship fall within the jurisdiction of

labour courts. The date is important: the same decision held that an action filed before the new law remained with the civil court of general jurisdiction.¹¹

The position is not identical for every football professional. The Court of Cassation distinguishes active players from coaches and technical directors. Because coaches and technical directors prepare, instruct and manage players rather than personally competing as athletes, they are not treated as “sportspeople” for the exclusion in Article 4/1-g and their employment disputes are heard by labour courts. The same functional approach may cover other club employees, such as administrative, medical or support staff, where the real relationship is one of employment. The label used in the football contract is therefore not decisive; the person’s actual duties and the legal nature of the relationship must be examined.¹²

Nor does the labour-court conclusion mean that every payment connected with a player or coach belongs to the same forum. Fixed salary, guaranteed instalments, match fees already earned, contractual bonuses already triggered, and compensation claimed because a service contract was terminated are ordinarily linked to the service relationship. By contrast, a club-to-club transfer fee, training compensation, solidarity contribution, a separate commercial image-rights license or an agent’s commission may rest on a different legal relationship. The court must identify the source of each claim rather than treating all football-related remuneration as employment income.¹¹

Other football-related monetary disputes may require a different analysis. A dispute between two commercial club companies, a sponsorship dispute or some agency-related fee disputes may have a commercial character depending on the parties and the legal basis of the claim. The classification must first be made under Article 4 of the Turkish Commercial Code. Article 5 does not itself define a commercial case; it provides that commercial courts of first instance hear commercial cases and certain other matters assigned to them by law.¹³

Under Article 4, a dispute may be commercial because it is expressly listed by statute, regardless of the parties’ status, or because it arises from matters connected with the commercial enterprises of both parties. In football, this means that the institutional form and the underlying transaction matter. A sponsorship or licensing dispute between commercial companies may qualify as a relative commercial case when it concerns both commercial enterprises. A club-to-club transaction may also have that character

where both clubs operate through commercial companies. However, the mere fact that a dispute concerns football, involves a large amount or seeks payment does not make it commercial. A sports association is not automatically a trader, and a player's service claim does not become commercial merely because the employer club conducts commercial activities.¹³

Agency-related claims require the same caution. A representation fee claim may be commercial if the statutory and party-based conditions in Article 4 are met, but it may instead fall before the civil court of general jurisdiction where those conditions are absent. The correct sequence is therefore classification under Article 4, followed by allocation to the commercial court under Article 5. This two-step analysis also determines whether the mandatory commercial mediation rule in Article 5/A applies.¹³

After the competent state court is identified, another procedural rule becomes critical: mandatory mediation. Under Article 3 of Law No. 7036, mediation is a condition precedent for employee or employer receivables, compensation claims and reinstatement claims. The same article states that if a lawsuit is filed without first applying to a mediator, the case will be dismissed for lack of a procedural condition. For commercial monetary claims, Article 5/A of the Turkish Commercial Code requires mediation before filing lawsuits concerning receivables, compensation, cancellation of objection, negative declaratory actions and restitution claims.^{7,8}

This means that the mediation route must match the legal nature of the claim. If the case is a player-club employment or service dispute, the mediation application should be prepared as a labour dispute. If the case is a commercial monetary dispute, the commercial mediation route should be considered. Skipping this step may result in procedural dismissal before the merits are even discussed.

The international layer should also not be ignored. If the dispute has an international dimension, the domestic Turkish map may not be enough. FIFA's Dispute Resolution Chamber has jurisdiction over employment-related disputes between clubs and players of an international dimension, and over certain training compensation and solidarity mechanism disputes. The Players' Status Chamber deals with international coach-club disputes and disputes between clubs affiliated to different associations. The Agents Chamber deals with representation agreement disputes with an international dimension.⁹

The appeal route is also different. A FIFA decision may be appealed before CAS within the time limit set by the FIFA Statutes, generally 21 days from notification. By contrast, a domestic TFF Arbitration Board decision outside the field of administration and discipline is challenged through an annulment action under Article 439 of the Turkish Code of Civil Procedure. These are two different legal routes, with different forums, different legal bases and different standards of review.¹⁰

A safe jurisdiction analysis in Turkish football should therefore follow a sequence. First, determine whether the dispute is domestic or international. Second, classify the dispute as administration and discipline, contractual employment, training compensation, agent fee or another type of monetary claim. Third, check whether UÇK has exclusive jurisdiction or whether valid party consent is needed. Fourth, if a TFF Arbitration Board decision is given in a contractual matter, check whether an annulment action under Article 439 is possible. Fifth, if the matter goes to a state court, identify the correct court and complete mandatory mediation where required.

This sequence reflects a wider principle: football is the factual setting, not the legal classification. The same match, transfer or employment relationship may generate several claims with different jurisdictional routes. A disciplinary sanction may remain final within the sports system, while a contractual salary claim, a club-to-club commercial claim and an agent fee dispute may each require a separate analysis. Combining them under the single label of a “football dispute” risks both an incorrect forum and an incorrect mediation procedure.

The main point is simple. Turkish football disputes do not move on a single closed track. Some matters belong to the internal football system because sport needs fast and specialised decisions. Other matters are contractual or financial and cannot be removed from court review without a valid legal basis. The strongest approach is to avoid labels and examine the nature of the dispute, the source of jurisdiction, the validity of party consent, the available review mechanism and the procedural steps before court.

REFERENCES

1. Constitution of the Republic of Turkey, Article 59, official English translation,
https://www.anayasa.gov.tr/media/7258/anayasa_eng.pdf
2. Turkish Constitutional Court, Press Release on Decision E.2017/136, K.2018/7,
<https://www.anayasa.gov.tr/en/news/constitutionality-review/press-release-concerning-the-decision-on-the-rule-exclusively-authorizing-the-first-instance-civil-boards-of-the-turkish-football-federation-to-resolve-certain-disputes/>
3. Law No. 5894 on the Establishment and Duties of the Turkish Football Federation,
<https://www.tff.org/Resources/TFF/Documents/TFF-KANUN-STATU/TFF-Kurulus-ve-Gorevleri-Hakkinda-Kanun.pdf>
4. TFF Dispute Resolution Chamber Regulation,
<https://www.tff.org/Resources/TFF/Documents/TALIMATLAR/UCK-Talimati.pdf>
5. Turkish Code of Obligations, Articles 20 and 21,
<https://www.lexpera.com.tr/mevzuat/kanunlar/turk-borclar-kanunu-6098>
6. Turkish Labor Law No. 4857, Article 4,
<https://www.lexpera.com.tr/mevzuat/kanunlar/is-kanunu-4857>
7. Law No. 7036 on Labour Courts, Articles 3 and 5,
<https://www.lexpera.com.tr/mevzuat/kanunlar/is-mahkemeleri-kanunu-7036>
8. Turkish Commercial Code, Articles 4, 5 and 5/A,
<https://www.lexpera.com.tr/mevzuat/kanunlar/turk-ticaret-kanunu-6102>

9. FIFA Football Tribunal,
<https://inside.fifa.com/legal/football-tribunal>
10. FIFA, Court of Arbitration for Sport,
<https://inside.fifa.com/legal/court-of-arbitration-for-sport>
11. Court of Cassation, 5th Civil Chamber, E.2023/4702, K.2023/8115, 2 October 2023,
<https://www.sonkarar.com/kararlar/yargitay-5-hukuk-dairesi-2023-4702-esas-2023-8115-karari-9e8c3e1f-7d21-581c-8541-fd710ef438cf>
12. Court of Cassation, 22nd Civil Chamber, E.2016/12608, K.2016/15418, 26 May 2016,
<https://www.ictihatlar.com.tr/ictihatdetay-48686-22hukukdaresi-Yargitay-22-Hukuk-Dairesi-2016-12608-Esas-2016-15418-Karar-Sayili-Ilami.html>
13. Turkish Commercial Code No. 6102, Articles 4, 5 and 5/A,
<https://www.lexpera.com.tr/mevzuat/kanunlar/turk-ticaret-kanunu-6102>

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