

Sports Law & Sports Business (Part 5)

Methods of Resolving Sports Disputes in Japan**~The Role of the Japan Sports Arbitration Agency
and Practical Considerations~**

Sports-related disputes have become increasingly complex in recent years, heightening the importance, in Japan as well, of specialized dispute resolution systems and the training of qualified personnel. In this column, we will focus on the Japan Sports Arbitration Agency ("JSAA"), which plays a central role in sports dispute resolution in Japan, and explain its dispute resolution mechanisms and key practical considerations.

1. Overview of the Japan Sports Arbitration Agency

The JSAA¹, a specialized Japanese body for resolving sports-related disputes, was established in 2003 and now operates as a public interest incorporated foundation. It is an independent third-party organization and was the first private-sector entity to receive certification under the Act on the Promotion of the Use of Alternative Dispute Resolution Procedures ("ADR Act"), which authorizes it to conduct out-of-court dispute resolution procedures. The JSAA provides and conducts dispute resolution procedures, including arbitration and conciliation, for disputes between athletes, sports organizations, and other relevant parties.

2. Procedures and Cases Handled by the JSAA

The JSAA primarily administers two types of proceedings: arbitration and conciliation. The details of each procedure and the types of disputes primarily handled are as follows.

(1) Arbitration proceedings

<For Athletes>

- Sports arbitration: Decisions by sports organizations on the selection of representative athletes, and appeals against disciplinary actions taken against athletes for reasons other than doping violations.
- Arbitration concerning doping: Appeals regarding decisions issued by the Japan Anti-Doping Disciplinary Panel².

¹ <https://www.jsaa.jp/>

² <https://www.playtruejapan.org/code/violation/decision.html>

<For Sports Organizations>

- Compliance review arbitration: Appeals by member organizations regarding non-compliance determinations made during compliance reviews under the Code for Sports Governance. <https://www.mext.go.jp/sports/en/information/kaiken/detail/1365750.html>
- Sports arbitration for member organizations: Examples include appeals by member organizations against disciplinary actions taken by a governing body, such as the Japanese Olympic Committee ("JOC"), against its member organizations.

<For others>

- Designated sports arbitration: Procedures covering sports-related disputes in general, not restricted to those described above.

(2) Conciliation proceedings:

- A procedure in which, with respect to sports-related disputes, a conciliator is present at the discussions between the parties and provides support toward reaching a settlement (provided however, that for disputes concerning referees' decisions or disciplinary matters relating to the operation of competitions, the procedure is limited to confirming and understanding the facts).

3. Characteristics and Procedures of Sports Arbitration

As noted above, the types of disputes handled by the JSAA are wide-ranging, but sports arbitration at JSAA in particular has the following characteristics.

- Scope: It targets "decisions" made by a sports organization against athletes and others, and referees' rulings made during competition are, in principle, excluded. Whether a matter constitutes a "decision" subject to review is determined by whether it has a substantial effect on the legal status of the athlete.
- Expeditionousness: A decision is to be rendered within three weeks after the procedures for proceedings have concluded (i.e., such as the submission of briefs, hearing, and examination of evidence have ended) (Article 42, paragraph (1) of the Sports Arbitration Rules (the "Rules")³), which is more expeditious than court proceedings. In addition, an expedited arbitration procedure is also provided for (Article 50 of the Rules), under which decisions are rendered more quickly in cases of high urgency.
- Fees: Filing fees are JPY 55,000 for arbitration proceedings and JPY 27,500 for conciliation proceedings (both amounts inclusive of tax), and there is also a legal fee assistance program for claimants with limited financial means.
- Non-public: As a general rule, the proceedings and records are not open to the public, but the arbitral decision is disclosed by the JSAA (see Article 37, paragraph (2) of the Rules).
- Effect: The arbitral award is final and binding on the parties (Article 48 of the Rules), and no appeal may be made to the Court of Arbitration for Sport (CAS)⁴.

³ https://www.jsaa.jp/sportsrule/arbitration/01_rule.pdf

⁴ <https://www.tas-cas.org/en>

4. Practical Considerations

Here, we would like to introduce a few points to keep in mind when using the JSAA's dispute resolution services.

(1) Confirmation on whether both parties have consented

Arbitration or conciliation proceedings through the JSAA presupposes that there is a prior agreement between the parties, unlike a lawsuit, which can be filed unilaterally.

First, regarding arbitration proceedings, many National Federations ("NF") have already included in their regulations an automatic acceptance clause providing that disputes shall be resolved by JSAA arbitration, and in such cases the proceedings can proceed without the need for a separate agreement. As of April 2025, approximately 84% of JOC-affiliated organizations and other bodies have adopted this provision. However, some organizations, such as the Japan Football Association ("JFA"), restrict the forum for appeals exclusively to the CAS.

Furthermore, even if the NF to which a party belongs has no automatic acceptance clause in its regulations, the JSAA may still be used if the contract or other document with the counterparty to the dispute includes a clause stipulating that the JSAA's dispute resolution procedures will be used in the event a dispute arises.

Therefore, when considering the use of the JSAA's dispute resolution services, the first step is to check whether your affiliated NF's bylaws or your contract with the other party to the dispute contain an automatic consent clause or an arbitration agreement.

(2) Whether court proceedings may be used in the absence of a specific agreement, etc.

As for how to proceed where there is no agreement between the parties to use the JSAA (an arbitration agreement), the first legal avenue to consider would be proceedings through the courts (civil provisional remedies and action on the merits). However, when it comes to sports-related disputes, caution is needed regarding whether they are subject to judicial review.

First, Japanese courts may dismiss a lawsuit if it does not constitute a "legal dispute" (Article 3 of the Courts Act). A "legal dispute" means a dispute over rights, duties, or legal relationships capable of being resolved through the application of laws and regulations, but there have been cases in which a court dismissed a claim on the grounds that the question of whether a penalty was properly applied in a sports match did not constitute a "legal dispute."⁵

Furthermore, even if a matter is found to fall within the scope of judicial review, there are situations in which issues specific to sports disputes need to be separately considered. For example, if the contractual relationship between a professional athlete and their club team or ball club becomes an issue, the judicial procedures available will differ depending on whether the professional athlete qualifies as an employee or as an independent contractor. Whether or not a person qualifies as an employee can only be determined on a case-by-case basis, but if the person is not an employee, it is considered difficult to make use of labor tribunal proceedings, which presuppose that the party is an employee.

5. Summary

Sports dispute resolution in Japan operates as a system in which specialized arbitration and conciliation proceedings centered on the JSAA coexist alongside general civil litigation procedures. When resolving disputes, it is essential to carefully examine in advance whether the relevant NF contains an automatic acceptance clause and whether an arbitration agreement exists. As such, it is necessary to consider the appropriate procedures based on the specific circumstances of each case; therefore, if you have any questions, we recommend that you consult a lawyer first.

⁵ Tokyo District Court Judgment, August 25, 1994 (*Hanrei Jihō* No. 1533, p. 84)

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