

Disputes **R**esolution **A**uthority

An Córas Eadrána

IN THE MATTER OF THE ARBITRATION ACTS 1954 and 1980

Record No. DRA/20/2006

Between:

**Caitlín Uí Neill (mar ionadaí
ar son Cumann Lúthchleas Gael Chill Dara)**

Claimants

-and-

**Liam O Maolmhicil
(mar ionadaí ar son An Lár Choiste Acomhairc)**

Respondent

DECISION AND AWARD

1. Background

1. This Claim is by way of a challenge to the decision of the Central Appeals Committee (“the Respondent”) made on the 7th day of June 2006 and notified to the Applicant on the 8th day of June 2006. The Respondent’s decision was that there had been no misapplication of the rules by Leinster Council in awarding the Leinster Senior Football Championship match between Cill Dara and Uibh Fháilí played on the 28th day of May 2006 to Uibh Fháilí. Cill Dara (“The Claimant”) claimed that Uibh Fháilí, on the proper interpretation of Rule 1.5(b) of the Playing Rules: Hurling and Football – Rules of Control, had used six substitutes, in breach of Rule 2.4(i) of the Playing Rules: Hurling and Football – Rules of Specification.

2. The facts underlying the Claim are not in dispute, and in fact, no oral evidence was called in the course of the hearing. During the course of the match between the two counties, Uibh Fháilí made a number of substitutions. The first change occurred after 14 minutes when J. Reynolds replaced C. Quinn. After 15 minutes, P. Kellaghan received a blood injury and was therefore required to leave the field and was replaced by J. Coughlan in accordance with Rule 1.5. The final substitution of the first half occurred when J. Rafferty replaced S. Sullivan after 36 minutes.
3. At the beginning of the second half, P. Kellaghan returned to the field of play, replacing T. Phelan, who was not the player that had replaced him when he was required to leave the field because of his blood injury. That player, J. Coughlan was in fact replaced after 63 minutes by D. Hunt. The final change made by Uibh Fháilí occurred when J. Keane replaced J. Reynolds after 70 minutes.
4. It can be seen that Uibh Fháilí therefore effected six changes of personnel during the course of the match. It is the Claimant's assertion that this exceeds the maximum number allowable under Rule 2.4(i) of the Official Guide 2003 – Playing Rules: Hurling and Football – Rules of Specification.
5. Uibh Fháilí were awarded the game by the Leinster Council on foot of the Referee's Report, and the Claimant sought to challenge that award first before the Respondent.
6. The Claimant lodged its Claim on or about the 9th day of June 2006. The Claimant sought a replay of the game between Cill Dara and Uibh Fháilí and a clarification of the Rules. Having regard to the urgency of the matter insofar as the dispute is affecting forthcoming Leinster Senior Football Championship matches, the Secretary abridged the time for the submission of a Response by the Respondent, and directed that any reply should be sent to the Claimant and the Secretary by 5 p.m. on the 13th day of June 2006.

7. In the event, the respondent's reply was furnished by fax on the 13th day of June 2006, although further documentation was submitted on the morning of the 15th day of June 2006, *i.e.* the morning of the Hearing. The Respondent therefore requested that the time for service of the reply be extended. The Tribunal dealt with this application as a preliminary matter.
8. The Hearing then took place in the Dunboyne Castle Hotel, Dunboyne. The Claimant was represented by Ray Fullam SC, instructed by Conor O'Toole, Solicitor, the Respondent was represented by Larry Fenelon of Reddy Charlton McKnight Solicitors.
9. The parties were informed that this was an arbitration pursuant to the Arbitration Acts 1954 and 1980. They were introduced to the Members of the Tribunal, and asked to confirm that they had no objection to any of the Members. There were no objections.

2. PRELIMINARY MATTERS

10. The first preliminary matter involved the application by the Respondent to have the Leinster Council joined as co-Respondent in the proceedings. As there was no objection from the Claimant, the Tribunal agreed to having the Leinster Council joined. They were represented by Liam O'Neill who also confirmed that there was no objection to any of the members of the Tribunal.
11. The Respondent then made an application to have the Claim dismissed on the basis that Claimant had not exhausted all available remedies prior to referring the matter to this Tribunal. Mr Fenelon argued that as the Claimant had not lodged an objection pursuant to Rule 151(a), or sought an investigation under Rule 157, it could not be said to have exhausted all available remedies. Mr Fullam SC submitted that the Claimant that they were merely appealing the interpretation of

the Rule and that the matter was properly before this Tribunal in that it falls within Rule 158, providing that “any dispute or difference between any member or unit of the association.....as to the legality of any decision made..... may be referred by either party to arbitration under the Disputes Resolution Code.”

12. After a short adjournment for deliberation, the Tribunal rejected this application. The Claimant had, as they were entitled to do, awaited the decision of the Leinster Council on the award of the game. The Leinster Council decided to award the game to Uibh Fháilí on the 3rd day of June 2006 and the Claimant appealed this decision under Rule 155 of the Official Guide. The consequence of the Claimant’s failure to lodge an objection is that under Rule 113(b), the Claimant has forfeited the opportunity to seek the award of the game to Cill Dara. However, the Claimant remained entitled to pursue the course they chose without jeopardizing their entitlement to challenge the decision of the Leinster Council to the Central Appeals Committee, and to challenge its decision to this Tribunal.
13. The Tribunal then proceeded to hear the substance of the Claim. No oral evidence was adduced.

4. THE RELEVANT RULES

14. The Claimant alleges a breach by Uibh Fháilí of Rule 2.4(i) of the Playing Rules: Hurling and Football – Rules of Specification. This rule provides:

“A maximum of five substitutions shall be allowed. A substitution is not allowed in the case of a player ordered off.”

15. The penalty for breach of Rule 2.4(i) had previously been provided for in Rule 113(b) of the Official Guide 2006. This Rule was amended at this year’s Annual Congress, which amendment came into effect one month after the date of Congress. The amended Rule 113 provides that the Penalty shall be:

“On a Proven Objection – Award of game to the opposing Team, or replay, or Fine, depending on the circumstances.

On an Inquiry by Committee in Charge – Forfeiture of Game without Award of Game to the Opposing Team, or Replay, or Fine, depending on the circumstances.”

16. Rule 1.5(b) provides for a situation in which a player sustains a blood injury:

“Injuries: Blood – A player who is bleeding or who has blood on any part of his body, playing attire or equipment, as a result of an injury sustained during play, shall on the instruction of the Referee immediately leave the field of play to receive medical and/or other attention. He shall not be allowed to return to the field of play until the bleeding has stopped, all blood has been cleaned off and, where possible, the injured area has been covered, and blood-stained attire has been replaced and any blood-stained equipment has been fully cleaned. In that circumstance, a Temporary substitute may be used, and the following acts shall not count as substitutions under Rule 24.(i) and (ii), Rules of Specification.

- (1) The use of the Temporary Substitute for a player instructed to leave the field under the Rule.*
- (2) The return to the field of play of injured (blood) player as a direct replacement for the Temporary Substitute.*
- (3) The return to the field of play of the injured (blood) player as a replacement for any other player if the Temporary Substitute has previously been sent off or substituted.*

4. THE ARGUMENTS

17. The Claimant submitted that the Leinster Council and the Respondent had misinterpreted Rule 1.5(b). In substance, the Claimant’s case is that when J. Coughlan replaced P. Kelleghan in the 15th minute of the game, this replacement

was a ‘non-counting’ substitution for the purpose of Rule 2.4(i), in that Kellaghan was ordered by the Referee to leave the field of play to receive treatment for a blood injury. Mr Fullam SC placed emphasis on the wording of Rule 1.5(b)(1), and in particular the fact that “*the use*” of the Temporary Substitute was for the player instructed to leave the field of play – the injured (blood) player. However, when Kelleghan returned to the field of play at half-time, the Temporary Substitute, J. Coughlan, was no longer being *used* as a Temporary Substitute for Kelleghan, and that this had the effect of rendering the substitution which took place in the 15th minute as a “counting” substitution. If such was the case, then it would mean that Uibh Fháilí would have used 6 substitutes and thus breached Rule 2.4 with its attendant consequences.

18. The Claimant argues that it was clear on both a literal and purposive interpretation of Rule 1.5 that the injured (blood) player was required to return to the field of play in replacement for the Temporary Substitute. If the injured (blood) player returned for any other player, then the so-called temporary substitution was rendered permanent, and became a “counting” substitution. It was argued that were it intended that the exemption from Rule 2.4 for the bringing on of a blood substitute was intended to be irreversible, it was required that that expressly be provided for under the Rules. The purpose of the rule is to provide temporary relief while the injured player is off the field, and that therefore once the injured player returns to the field, this temporary relief should cease, *i.e.* the Temporary substitute ceases to be a “non-counting” substitute within the meaning of Rule 1.5.

19. The Respondent argued in the first instance that the finding of the Referee, as evidenced in his report, was that only five substitutes had been used. Mr Fenelon referred to Rule 1.1 of the Playing Rules: Hurling and Football – Rules of Control to the effect that the decision of the referee on any question of fact was final, and that to depart from a referee’s report would cause chaos. He argued that the decision of the referee was sacrosanct and referred to the decision of Barr J of

Carew Park AFC –v- FAI, quoted at footnote 2, page 28 of *Sport and the Law* by Cox and Schuster, to the effect that unless the referee did “something appalling”, his decision was sacrosanct.

20. As regards the interpretation of the Rule 1.5, the Respondent addressed the fact that the rule was introduced by Congress in 2003 in order to bring clarity to the Rules regarding blood substitutions. It was contended on behalf of the Respondent that the Rule was clear and that it did not provide that the injured (blood) player was required to return in place of the Temporary Substitute. Indeed there was no prohibition on an injured (blood) player returning to the field of play as a replacement for a player other than the Temporary Substitute, and in fact the Rule specifically contemplated the return of an injured (blood) player for any player. Mr Fenelon argued that the three exceptions to the rule were independent of one another. He also pointed to the fact that Rule 2.4 provides that a team is permitted five “acts of substitution”, not five “substitutes”.
21. In response to the Respondent’s argument regarding the applicability of Rule 1.1 of the *Playing Rules: Hurling and Football – Rules of Control*, Mr Fullam SC argued that what was at issue was not a question of fact, but a question of the interpretation of a rule. Far from trying to cause chaos, the Claimant was seeking to bring clarity to an area of confusion.

5. THE DECISION

22. Rule 1.5 requires that under the instruction of the referee, a player who has sustained a blood injury must leave the field in order to receive medical attention, and further provides that he cannot return to the field until the bleeding has been stopped, and the blood cleaned up. Rule 1.5(b) provides that in the event that a player is ordered from the field because of a blood injury, he can be replaced by a Temporary Substitute, and this act of substitution will not count as one of the 5 acts of substitution permitted by Rule 2.4.

23. Where the parties differ is on the consequences of an injured player returning to the field of play for a player other than the Temporary Substitute, and more particularly, the status of the Temporary Substitute upon the return of the injured player in such circumstance.
24. In our view, the Rule is clear. Rule 1.5(b) provides for three circumstances in which the replacement of players will not count as acts of substitution for the purpose of Rule 2.4. The first of these is the case of a Temporary Substitute replacing a player instructed to leave the field under the Rule. This is what occurred on the introduction of J. Coughlan for P. Kellaghan. Therefore this exchange was not an act of substitution for the purpose of Rule 2.4.
25. The Claimant's argument that this could retrospectively be deemed to be a "counting" substitution is not consistent with the wording of the Rule. The second exception to the Rule refers to the return of the injured (blood) player as a direct replacement for the Temporary Substitute, and provides that such an exchange would also be a "non-counting" substitution. By implication, the re-introduction of the injured (blood) player for a player other than the Temporary Substitute would be a counting act of substitution. To suggest that this has the further implication that the original introduction of the Temporary Substitute should also now be deemed to be a counting substitution is simply not supported by the wording of the Rule, nor is it consistent with the purpose of the Rule, as it would have the effect of rendering the re-introduction of the injured (blood) player, count as two acts of substitution.
26. We agree with the submission of Mr Fenelon that the three exceptions to Rule 1.5(b) are independent of each other. In particular, the fact that the substitution of P Kelleghan for T. Phelan does not benefit from the exemption provided for in Rule 1.5(b)(2) does not have any impact upon the prior substitution of J.

Coughlan for P. Kelleghan which did enjoy the exemption provided for in Rule 1.5(b)(1).

27. The only significance of designating J. Coughlan as the Temporary Substitute after his initial introduction is that he thus could be identified as the only player for whom P. Kelleghan could have been re-introduced without that being deemed to be a counting act of substitution (unless J. Coughlan had been sent off or previously substituted). Indeed, P. Kelleghan need never have returned to the field of play, or, as happened, he could have returned for any other player, albeit that this would constitute a counting act of substitution. The fact remains that J. Coughlan was introduced as a blood substitute under the Rule, and the status of that act could not be changed by subsequent events.

28. It should be noted that Uibh Fháilí have gained no advantage by the application of the Rule. As accepted by Mr Fullam SC for the Claimant, had P. Kelleghan replaced J. Coughlan, *i.e.* come on as a direct replacement for the blood substitute, and at the same time, J. Coughlan come on as a substitute for T. Phelan, then Uibh Fháilí would have been in exactly the same position, but the process would clearly have involved only one act of substitution and would not have resulted in the “double whammy” contended for by the Claimant.

29. In the circumstances, there is no need to address the Respondent’s argument regarding the applicability of Rule 1.1 of the Playing Rules: Hurling and Football – Rules of Control.

6. THE AWARD

30. For the foregoing reasons, the Tribunal finds that there was no illegality in the decision of either the Leinster Council or the Respondent. Therefore, the Claimant is not entitled to the remedy claimed of a replay.

31. Insofar, as it will be of assistance in the interpretation of Rule 1.5(b), we find that on a proper interpretation of the Rule, it is permitted for an injured (blood) player to return to the field of play other than as a direct replacement for the Temporary Substitute. Where a injured (blood) player returns to the field of play for a player other than the Temporary Substitute, in circumstances where the Temporary Substitute remains on the field of play, the return of the injured (blood) player does amount to a “counting” substitution, but this does not also have the effect of rendering the original introduction of the Temporary Substitute for the injured (blood) player a “counting” substitution.

32. We will await submissions on the issue of costs and expenses before finalizing our decision.

Signed: _____
Kevin Heffernan Brian Rennick Rory Mulcahy

Date:

7. COSTS AND EXPENSES

33. There was no application for costs by any party. The Tribunal orders that the Claimant should pay the expenses of the Disputes Resolution Authority.

Signed: _____
Kevin Heffernan Brian Rennick Rory Mulcahy

Date:

