

Disputes Resolution Authority

An C6ras Eadr6ana

DRA 08 of 2022: In the matter of an arbitration under the Disputes Resolution Code and the Arbitration Act 2010

Between:

SAIRSEALAIGH ARD NA R6IAGH - ARDNAREE GAA

Claimant

v.

COISTE EISTEACHTA MHUIGHEO - MAYO HC

First Named Respondent

And

MQ C/O PAUL AND LORRAINE QUINN

Interested Party

And

BALLINA STEPHANITES GAA

Interested Party

And

COISTE CHEANNAIS NA gCHOMORTAISÍ MHUIGHEO - MAYO CCC

Interested Party

Hearing: 5th May 2022, Remotely

Tribunal: Mr. David Curran, Ms. Geraldine Fitzpatrick BL, P6araic Duffy

Secretary to the DRA, Rory Hanniffy BL

VERDICT: The claim succeeds.

KEYWORDS:

First Club	Rule 6.5 Official Guide
County Bylaws	Juvenile
Transfer	Mayo HC
Residency	Mayo CCC
Parish	Appeal

LIST OF REMOTE ATTENDEES:

Claimant

Conor Sally - Solicitor
Niall O'Donnell
Johnnie O'Malley

First Respondent - Mayo HC

Tod O'Mahoney - Secretary
Brendan Byrne - Chairperson
Craig Middleton - Member

Interested Party - Ballina Stephanites GAA

John Healy - Chairperson
Dermot Kenny - Secretary

Interested Party - JG

Peter Gill

Interested Party - MQ

Paul Quinn
Lorraine Quinn
Catherine Bourke - Solicitor

FACTUAL BACKGROUND

This Reference and the DRA reference DRA09 of 2022 are linked matters involving the same Applicant and Respondent. The interested parties of both references are different but the factual background is identical as are the issues as raised by the Applicant in both matters. The panel appointed to this tribunal are one and the same as the Tribunal for DRA08 of 2022. All parties to both references attended the blended hearing of the matter.

1. The matter comes before this panel appointed by the Secretary of the DRA to hear an appeal of a decision made by the Mayo Hearings Committee (“Mayo HC”) made on 7th April 2022. The decision of Mayo HC was made on foot of an appeal made by the interested party referenced herein Mr Paul and Mrs Lorraine Quinn (“ The Quinns”). The Quinns made an application for their son “MQ” to be transferred to Ballina Stephanites (“Ballina”). This application was dated 18th February 2022.

2. “MQ” was desirous to transfer to Ballina from the Claimant as the family lived in the parish of Kilmoremoy. Both clubs were situated within this parish and the applicant is eligible to play for either club, such was stated on the transfer form. Salient extracts of the agreed timeline of events are outlined below.
 - 18/02/22 Transfer request from MQ
 - 18/02/22 Reply from Ardnaree Sarsfields Secretary
 - 25/02/22 Transfer signed by Ballina Secretary
 - 26/02/22 Ardnaree Sarsfields Secretary refuses to sign Transfer
 - 26/02/22 MQ sends transfer request to Mayo County Secretary
 - 02/03/22 Notification of Mayo CCC hearing
 - 08/03/22 Mayo CCC hearing
 - 15/03/22 Decision from Mayo CCC
 - 16/03/22 MQ notified of decision and indicates his intention to appeal
 - 20/03/22 Mayo CCC sends Mayo Hearings Committee JG intention to appeal

- 31/03/22 Mayo hearings committee notifies of hearing date for 06/04/22
 - 03/04/22 MQ sends in his appeal
 - 06/04/22 Link for meeting on 07/04/22 forwarded
 - 07/04/22 Mayo hearings Committee appeal hearing
 - 08/04/22 Mayo Hearings Committee sends out decision with the full reasoned decision to follow at later
 - 13/04/22 Full reasoned decision forwarded
 - 15/04/22 Ardnaree Sarsfields request Arbitration from DRA.
3. At the hearing of the Mayo CCC, the committee determined that the transfer could not be granted as the applicant for transfer had not met the qualification for such a transfer, that being that he must be permanently resident in the new family home for a period of eight (8) weeks prior to submission of the transfer. The Mayo CCC stated that based on the evidence before it, there was nothing to suggest this was the case.
4. The Applicant to transfer “MQ” via his parents (interested parties herein) signalled their intention to appeal the decision of the Mayo CCC to the Mayo HC as per correspondence 16th March 2022. The appeal is subsequently sent to the Mayo HC with some accompanying papers. The hearing subsequently takes place on 7th April. Form 2 from the Respondent as well as the position as advanced by the Claimant herein are informative as to what took place at the hearing. Further, oral evidence from the representative of Mayo HC was instructive and very helpful in allowing the panel to understand the proceedings from the appeal hearing.

DISCUSSION

5. A preliminary issue was brought to the attention of the panel via the secretary of the DRA. It was indicated prior to the hearing that The Quinns parents of the interested party herein wished to address the panel. The Chairman of the DRA

panel invited both the representatives of the Claimant and Respondent for any submissions they might wish to make on the somewhat unusual request. Neither party raised any objections but sought to reserve a right of response if matters called for same. The Chairman of the panel also brought a further preliminary issue to the attention of all parties attending the hearing. As the application involved minor children, consent would be required from the legal guardians of the children to allow certain discussions to take place. The Quinns so provided such consent requested. Permission was given by the panel to address the hearing. However, a reminder of the status at the hearing and that the DRA panel was an appellate body and that it was limited in what it could hear and receive by way statement or evidence was given. The panel was addressed on the issue of the validity of the matter coming before the panel based on the time periods afforded for such appeals to be lodged. In essence the Claimant was out of time in submitting their appeal to the DRA.

6. Mr Sally, solicitor representative of the Claimant exercised his right of reply and outlined in succinct terms why the matter was correctly before the panel. He stated that the written decision from Mayo HC was not received until 13th April and that the appeal was submitted on 15th April and well within the periods afforded for such appeals to be tendered. He further corroborated his client's position by referencing an email from his client to Mayo HC seeking a copy of the written decision as they had already "flagged" their intention to bring the matter further. It was contented that rule 6.5 T.O was complied with in all respects by the Claimant.
7. after an interval for the panel to deliberate, it was decided unanimously that the appeal was properly before the DRA and was made within the time frame for such appeals to be made.
8. With respect to the substantive appeal the panel were directed to the Mayo County Bylaws and the transfer application by Mr Sally. The decision of Mayo CCC was discussed and how same was reached in the first instance. The remit

and actions of Mayo HC were ventilated before the panel by Mr Sally also. In essence, it was submitted that the Mayo CCC had not erred in their decision in applying the applicable bylaws in force for Mayo and given the factual matrix of the transfer as presented to them applied the rules of the Official Guide and the Mayo County Bylaws correctly in refusing the transfer. He further stated on behalf of his client that they were entitled to refuse any request for a transfer from their club and were merely enforcing the clubs' entitlements under the rules and bylaws.

9. Mr O'Mahony in reply stated that he accepted the contents of the form 2 reply submitted to the DRA on behalf of the Mayo HC and indicated in response to points raised by the Claimant that the formality which applies to disciplinary matters does not extend necessarily to transfers and indeed transfers involving children. He further outlined that Mayo HC were very mindful that the transfer applicant was a juvenile and did not wish to see him not partake in football for the rest of the season. The position was also advanced that the Mayo CCC in arriving at their decision misapplied county bylaws 6&9 and when read together do not necessarily restrict a transfer.
10. The Claimant in response to the Mayo HC evidence stated that rule 7.11(n) should apply and that the Mayo HC took a decision contrary to the rules of the association and the issues raised at appeal before them. The Mayo HC went ultra vires their remit and the application of the rules as per rule 6.5 and rule 7.11 respectively.

DECISION

11. The panel are unanimous in their determination that the Mayo HC went beyond their remit and powers vested in them with and allowed the decision of the Mayo CCC to be substituted by their own decision. Whilst it may have been a well-intentioned decision, it was nevertheless incorrect. The Mayo HC had no function to make such a decision. It could only affirm the decision as made by the Mayo CCC or overturn same and remit back to Mayo CCC for reprocessing.

12. Notwithstanding paragraph 8 above, it is noteworthy that the form 2 response from the Mayo HC to the herein referral records acceptance of the Mayo CCC decision wherein it states “The Respondent accepts that Mayo CCC was correct to refuse the transfer and that an imminent change of permanent residence is not a valid reason.”
13. The Mayo County Bylaws for 2022 are clear in what is required for the tendering of a transfer within each calendar year. The transfer must be submitted by 15th March as per bylaw rule 9(b). Bylaw 9(g)

CONCLUSION AND DETERMINATION

14. The Decision of Mayo HC to overturn the decision of Mayo CCC was incorrect. Mayo HC were also incorrect in substituting their own decision for that of Mayo CCC. The hearing before the Mayo HC was an appeal and not a “De Novo” or new hearing.
15. The Mayo County Bylaws are clear, a player must submit their transfer before 15th March. This submission is further caveated in that any application can only be made to transfer to a new club on the basis of permanent residence if the applicant seeking the transfer has resided in the new permanent address for a consecutive period of 8 weeks prior to the submission of the said transfer. The draftsmen of the Mayo County Bylaws were aware of the application of transfers to juveniles when drafting the county bylaws. It is not open to the Mayo HC to try to interpret that meaning of effect of the bylaws in the alternative.
16. The transfer as submitted did not comply with the Mayo County Bylaws in that the applicant for the transfer did not meet the permanent residency requirement which must accompany the transfer.

17. Mayo CCC were correct in their interpretation of the county bylaws in refusing to sanction the transfer as requested. The grounds for such a determination were correct.
18. Notwithstanding the above, issues arose during the course of this hearing with regard to the validity of the application before this panel. The argument was advanced by the interested. The panel find as a fact that the appeal with of Claimant was tendered within time giving cognisance to the date receipt of the written decision of the Respondent by the Claimant.

COSTS AND EXPENSES

19. The Tribunal directs that the DRA's expenses be discharged by Respondent in this matter. Such costs to be notified to the Respondent by the Secretary of the DRA. The Tribunal further directs that the deposit lodged by the Claimant be reimbursed by the Secretary.

Date of Hearing: 5th May 2022

Date of Agreed Award: 16th November 2022

By email agreement.

David Curran Solicitor

Geraldine Fitzpatrick BL

Páraic Duffy