



SUSPENSION OR DELAY OF THE ISL: DOES IT CONSTITUTE A FORCE MAJEURE EVENT?

INTRODUCTION

The suspension and delay of the start of the Indian Super League for the season 2025/26 has had several implications. The season was supposed to start around August 2025 however on account of the fact that the agreement between the All-India Football Federation (“AIFF”) and the Football Sports Development Limited (“FSDL”) was expiring and the fact that there was a major dispute before the Supreme Court of India regarding the constitution of AIFF, the league could not commence at its scheduled slot. When the AIFF tried to initiate a process to start the league, it found out that nobody was willing to partner with it to conduct the league.

The uncertainty with respect to the league meant that several clubs suspended their operations and also suspended payments to their players and staff. Interestingly, it was reported last week that fourteen (14) Indian Super League clubs had jointly written to the

Sports Ministry, seeking financial support and other measures which would bring stability and confidence in the league. Apparently, the clubs have described the present season as a “*virtual force majeure*” season.

In the event this season were declared a force majeure, then under the existing agreements, most clubs would have the option to terminate player and staff contracts and suspend payments to these players and staff. The clubs can also then escape liability for inability to make payments from June 2025, around the time when the season is supposed to start.

FORCE MAJEURE IN FOOTBALL

Force majeure under law is a situation that frees parties from liability or obligation when an extraordinary, uncontrollable event, such as a war, strike, riot, crime, pandemic, or act of God (natural disaster), prevents them from fulfilling their duties. The relevant provisions under the Indian Contract Act, 1872 are sections 32 and

56, under which contracting parties can plead impossibility of performance and consequently frustration of a contract on account of a particular event, unforeseen previously and beyond the control of the parties.

The question that arises is whether a suspension/ delay of a football league can be considered a force majeure event and whether that can relieve clubs of their obligations with respect to payment of salaries to players and staff.

In this regard it must be noted that the main governing body for the game of football, FIFA, does not encourage termination by way of force majeure and strongly encourages clubs and employees (players and coaches) *“to work together to find appropriate collective agreements on a club or league basis regarding employment conditions for any period where the competition is suspended”*.

In various cases, FIFA has applied a narrow interpretation of force majeure. To succeed with a force majeure argument, FIFA has held that a party must demonstrate an objective, unforeseeable, and irresistible impediment that makes performance of the contract impossible, not merely difficult or financially onerous.

In the case of Nikolay Bodurov vs Esteghlal, FIFA had held that *“Whether or not a force majeure situation (or its equivalent) exists in the country or territory of an MA is a matter of*

law and fact, which must be addressed on a case-by-case basis vis-à-vis the relevant laws that are applicable to any specific employment or transfer agreement.” (emphasis in original).

The Court for Arbitration in Sports (“CAS”) has also, over the years applied a strict, narrow interpretation with respect to the invocation of force majeure. It has often been held that economic hardship alone is rarely sufficient to prove force majeure. Clubs cannot simply invoke a FIFA ruling to apply force majeure in a league. They must follow domestic legal processes and prioritise good-faith negotiation to resolve contractual issues.

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The question then arises as to whether the suspension/ delay or postponement of the Indian Super League will amount to a force majeure. The most important point to be noted is that the present crisis and the suspension of the ISL arose due to the fact that the fifteen-year-old agreement between the AIFF and FSDL expired in December 2025. The crisis arose from the inability of the All-India Football Federation (AIFF) to secure a new commercial partner, which halted planning and funding for the league.

The fact remains that all parties concerned were aware that the Agreement between FSDL and the AIFF had a term of 15 years and was

expiring in December 2025. Hence, there was nothing uncertain and unforeseen about the expiry of the agreement and its impact on the league. Fact also remains that most clubs signed agreements and contracts with the players and staff for a term that extended well beyond 2025. It is also important to note that all clubs are still fully operational and as and when the league resumes in a few days, all the clubs will be participating in the league. It is pertinent to note that many clubs participated in the Durand Cup a few months back, and the players had reported, trained and played for the Clubs in the Durand Cup.

CONCLUSION

In view of the above, it might be difficult for clubs to establish that the current situation in Indian football qualifies as a force majeure event and thus relieve themselves of the liability of paying salaries to staff and players. The suspension and the subsequent delay of the Indian Super League cannot be considered to be an unforeseen and extraordinary circumstance. It has occurred due to the termination of a contract, the term of which was long known, and the subsequent inability of the association to renew the contract.