

## **Scottish Football Association Appellate Tribunal**

Celtic Football Club v Compliance Officer

Case reference 2025/26/489

Written Reasons

### **Introduction**

1. This appeal concerns the sanctions imposed on Celtic Football Club following its admission of a breach of Disciplinary Rule 37 arising from the events at Ibrox Stadium on 8 March 2026. Liability is not in issue. Having considered the first-instance determination and reasons, the grounds of appeal, and the parties' written and oral submissions, we allow the appeal to the limited extent explained below.

2. The first-instance Disciplinary Tribunal ("the Tribunal") ordered that Celtic's next home Scottish Cup match be played behind closed doors and that Celtic pay £100,000 to the visiting club within 30 days of completion of that match. It imposed a further closure and equivalent payment, suspended until the conclusion of season 2027/28, conditional upon a further failure by Celtic to prevent unacceptable conduct by its supporters at a Scottish Cup fixture.

3. Celtic challenges both the Tribunal's approach and the proportionality of the sanctions. Comparative justice formed a principal part of its oral submissions. It also disputes the treatment of its mitigation, the scope and operation of the suspended orders, and the compensation award, particularly its potential application to Rangers FC.

### **The appellate jurisdiction**

4. The appeal proceeds under paragraphs 16.9.3 and 16.9.4 of the Judicial Panel Protocol for season 2025/26 ("the JPP"). No application for a rehearing was made under paragraph 17.7. The first-instance findings of fact are therefore final, subject to the scope of review permitted by paragraph 16.9. Our task is to decide whether a permitted ground of appeal has been established, rather than to undertake the sanctioning exercise afresh.

5. Paragraph 16.9.3 concerns a determination which could not properly have been issued on the facts; paragraph 16.9.4 concerns a sanction which was excessive or inappropriate. The latter is an express ground of appeal and does not require a separate error of law to be established first. It nevertheless requires more than disagreement with the weight attributed to mitigation or a preference for another available sanction.

6. The authorities support that distinction. In *Britton v Central Regional Council* 1986 SLT 207 at 208, the court explained that intervention in a discretionary decision is justified where discretion has been exercised upon a wrong principle or the decision is so plainly wrong that discretion must have been exercised wrongly. *Tesco Stores Ltd v Secretary of State for the Environment* [1995] 1 WLR 759 at 780 distinguishes the relevance of a consideration from the weight assigned to it, the latter being primarily for the decision-maker.

7. *Bradley v Jockey Club* [2004] EWHC 2164 (QB), paragraph 43, recognises that proportionality may admit a range of proper outcomes. Although *Bradley* concerned judicial supervision rather than an internal appeal under the JPP, its explanation of the primary decision-maker's discretionary area of judgment is instructive. We apply that guidance without restricting the express jurisdiction under paragraph 16.9.4. Paragraph 46 of *Bradley* also recognises the power of an internal appeal body to substitute a sanction once disproportionality has been identified and the governing rules permit that course.

8. Counsel also referred us to *Donaldson v HM Advocate* 1983 SCCR 216 at 218 and *Mack v Standards Commission for Scotland* [2022] CSIH 15. We have considered those authorities alongside the principles of appellate restraint discussed above. *Donaldson* explains that the question is whether, in all the circumstances, the sanction actually imposed was excessive, rather than whether the appellate tribunal would have imposed a different sanction; only upon an affirmative answer does the question of replacement arise. *Mack*, in its particular statutory and Article 10 context, illustrates the importance of examining a sanction's practical consequences when assessing proportionality. Applying those principles within paragraph 16.9.4 of the JPP, we have considered the individual sanctions and their cumulative effect, while giving appropriate respect to the Tribunal's assessment.

9. The JPP provides the corresponding powers of disposal. Paragraph 17.6.1(c) permits part of a determination to be set aside; paragraph 17.6.1(e) authorises a lesser or increased sanction; and paragraph 17.6.1(f) permits remittal. Those powers become relevant once a ground for intervention has been established. They do not create a free-standing entitlement to revise a sanction.

10. Reasons must be read fairly and in their context. *Uprichard v Scottish Ministers* [2013] UKSC 21, paragraphs 44–47, *Wordie Property Co Ltd v Secretary of State for Scotland* 1984 SLT 345 at 348, and *South Bucks District Council v Porter (No 2)* [2004] UKHL 33, paragraph 36, require an intelligible explanation of the decision and its material basis, addressing the principal controversial issues. They do not require an answer to every argument. The same point is made in *FAGE UK Ltd v Chobani UK Ltd* [2014] EWCA Civ 5, paragraph 115. As *Volpi v Volpi* [2022] EWCA Civ 464, paragraph 2, cautions, omission of an individual item of evidence does not itself establish that it was overlooked, and reasons should not be subjected to narrow textual criticism.

### **The immediate stadium closure**

11. The Tribunal's findings disclose the seriousness of the admitted breach. Celtic's supporters entered the pitch first, creating risks to players, officials and others and instigating and materially contributing to the disorder which followed. The Tribunal addressed the particular danger of confrontation and escalation in the setting of a Glasgow derby. Those findings provided a substantial basis for a serious immediate sanction.

12. Celtic submits that the Tribunal wrongly treated its description of the initial incursion as celebratory and jubilant as an attempt to minimise the incident. We accept that those descriptions had support in the Match Delegate's Report and the Blackburn Review. Their evidential foundation did not, however, require the Tribunal to regard them as materially mitigating the breach. A celebratory motive did not diminish the dangers identified, and the Tribunal was entitled to assess whether Celtic's presentation adequately acknowledged those dangers and its own responsibility.

13. An admission does not prevent a party from advancing mitigation or explaining the responsibilities of others. Nor does it remove operational constraints from the assessment of sanction. Read as a whole, the reasons do not impose such a restriction. They record the Tribunal's evaluation of Celtic's presentation against the gravity of the incident. Celtic has not established that this evaluation was one the Tribunal could not properly make.

14. That conclusion must be considered alongside the comparative-justice argument. Both clubs were proceeded against under the second paragraph of Rule 37 and faced the same qualified obligation concerning their respective supporters. Rangers' status as the home club did not justify treating it as having admitted a separate breach of the additional obligations in the first paragraph. At the same time, identity of the obligation did not establish identity of culpability: Celtic's more limited operational control as the visiting club remained relevant.

15. The principle discussed in *Armstrong v HM Advocate* 2021 JC 227, paragraph 24, requires meaningful consideration of relevant similarities and differences. Celtic's operational constraints therefore had to be weighed against the gravity of its admitted breach, assessed through the Tribunal's findings set out above. The comparison could not turn solely on which club controlled the stadium or on the differing motivations of the supporters who entered the pitch.

16. Rangers' supporters remained responsible for their own subsequent, reprehensible conduct. The initial incursion neither excused their reaction nor transferred responsibility for it to Celtic. Equally, the gravity of that reaction did not diminish Celtic's admitted breach or require a lesser sanction. The Tribunal's findings provided a rational basis for treating Celtic's breach as sufficiently grave to warrant the same immediate sanction, despite the differences in the clubs' circumstances. Comparative justice did not require those circumstances to be identical and does not establish that Celtic's sanction was excessive or inappropriate.

17. Celtic also relies on its preventative measures, early admission, disciplinary record and other mitigation. Paragraph 5 of the first-instance reasons expressly considers the measures taken against problematic supporters. The reasons also refer to the Blackburn Review's concerns about the circumvention of bans. We do not understand the Tribunal to have held that unsuccessful measures could never mitigate a breach. It was unpersuaded that those measures warranted the disposal sought or sufficiently addressed the continuing risk. Although fuller discussion of individual mitigating factors might have improved the reasons, the appellant has not demonstrated a material omission or an impermissible assessment of their weight.

18. The Tribunal then considered the available alternatives. It explained why a censure or fine would be insufficient and why exclusion from the competition would be disproportionate. Its rejection of partial closure was supported by the concern, explained at paragraph 14 of the first-instance reasons, that supporters could obtain access elsewhere in the stadium. It expressly recognised the likely seven-figure loss of ticket revenue. The reasons therefore disclose an assessment of alternatives, effectiveness and financial severity, rather than an assumption that full closure should follow from the admission.

19. Applying the principles set out above, those reasons adequately explain the immediate closure and the rejection of lesser measures. Neither paragraph 16.9.3 nor paragraph 16.9.4 has been established in respect of that order. We accordingly affirm it under paragraph 17.6.1(a).

### **The suspended sanctions**

20. The suspended orders raise a different question. Paragraph 15.3.1 authorises suspension, and deterrence was a legitimate purpose. A suspended sanction forms part of the punishment for the original breach and need not be activated only by subsequent misconduct of identical seriousness. Its conditions must nevertheless be proportionate to the consequences of activation, assessed within the overall package imposed.

21. The immediate closure already carries a substantial financial consequence and excludes supporters, including those bearing no individual responsibility for the incident. The £100,000 payment, although compensatory in purpose, adds to Celtic's financial burden. Those consequences do not make the immediate orders disproportionate, but they are material to whether a further full closure and payment were justified on the conditions selected.

22. The condition extends to a further failure by Celtic to prevent unacceptable conduct at any Scottish Cup fixture until the conclusion of season 2027/28. It does not expressly identify whether a further Rule 37 breach must be admitted or determined, who decides whether the condition has been met, or how the additional

penalties become operative. Read in its Rule 37 context, it supports a construction requiring a further failure by the club rather than the mere occurrence of misconduct by a supporter. Nor do we assume that activation could lawfully occur without an opportunity for Celtic to contest whether the condition had been satisfied. Even on that construction, however, it encompasses failures of materially different nature and seriousness while prescribing the whole additional package without an identified mechanism for adjusting that consequence to the triggering breach.

23. The Compliance Officer submits that a threshold would suggest that some unacceptable conduct is acceptable. We disagree. Conduct may remain prohibited while the disciplinary consequences of a club's breach vary with its seriousness. The distinction concerns proportionate sanction, not permission to misbehave. Paragraphs 21–22 of the first-instance reasons explain the perceived need for further deterrence, but do not sufficiently explain why that objective required this substantial additional package on a condition of such breadth, alongside the immediate punishment.

24. The requirements of contextual and intelligible reasoning discussed in *Uprichard* and *South Bucks* are material here. We do not require an account of every possible future incident. We require a sufficient explanation of the scope and consequences of the condition within the overall sanction. *Braganza v BP Shipping Ltd* [2015] UKSC 17, paragraph 24, distinguishes scrutiny of the decision-making process from scrutiny of the resulting decision: the existence of a discretion does not itself answer a challenge to its exercise.

25. Considering all the circumstances of the case and the sanctions, our conclusion rests upon the combination of the substantial immediate sanctions, the severity of the additional package and the breadth of its activation condition. On that cumulative assessment, the suspended sanctions as imposed are excessive or inappropriate under paragraph 16.9.4. This conclusion does not rest merely upon brevity in the reasons or the absence of procedural detail. Nor does it invoke substantive unfairness as a separate ground of review, contrary to the caution in *R (Gallaher Group Ltd) v Competition and Markets Authority* [2018] UKSC 25, paragraphs 31–32 and 41. It applies the JPP's express ground to the proportionality of the orders made.

26. We have considered whether amendment would suffice. An express requirement for a further Rule 37 determination would resolve part of the uncertainty, but would not address the disproportionality of the additional package on a condition encompassing breaches of such differing seriousness. The reasons provide no sufficient basis for selecting substantive replacement conditions. We therefore set aside both suspended orders under paragraph 17.6.1(c), reducing the overall sanction in accordance with paragraph 17.6.1(e).

27. That disposal does not prevent the Compliance Officer from investigating and bringing a fresh complaint concerning a subsequent alleged breach. Celtic would retain its rights to contest any such complaint and to pursue any appeal available under the applicable rules. Any such complaint would be determined under the applicable rules and in its own factual context, with Celtic's relevant disciplinary history and all other relevant and admissible circumstances considered. The availability of fresh proceedings is not itself the ground for intervention; it confirms that removal of these orders neither confers immunity nor leaves future misconduct beyond disciplinary scrutiny.

## **Compensation**

28. We uphold the principle and amount of compensation for an otherwise uninvolved visiting club. Rule 37, sanction (j), expressly permits compensation. The immediate stadium closure would deprive the visitor of an opportunity to receive gate revenue, and the Tribunal sought to avoid imposing that financial consequence on a club unconnected with the underlying disorder.

29. Paragraphs 16–20 of the first-instance reasons identify an anticipated six-figure loss and acknowledge the uncertainty arising from the draw, competition stage, ticket prices and attendance. They explain the intention to reduce the visitor's loss without imposing a disproportionate additional burden on Celtic. Read in accordance with *Wordie Property* and *Uprichard*, the reasons supply a sufficiently intelligible basis for £100,000 as a rounded contribution towards anticipated loss. Exact calculation was unavailable, but a rational foundation was still required. Celtic has not demonstrated that the figure fell outside the permissible range of assessment.

30. The potential application to Rangers requires separate consideration. Paragraph 17 of the first-instance reasons justified compensation by reference to protecting a visiting club which bore no responsibility for the situation giving rise to the disorder and the immediate stadium closure. Rangers was itself sanctioned for a Rule 37 breach arising from the same match and disorder. An order of compensation extending to the making of a £100,000 payment to Rangers therefore departs from a material premise of its stated justification. We reject the Compliance Officer's submission that disapplying the £100,000 payment should Celtic's next home Scottish Cup match be against Rangers could amount to "double punishment". Both clubs contributed to the disorder. The qualification concerns the scope of an order expressly justified by reference to protecting an otherwise uninvolved visiting club. It determines no ordinary contractual entitlement to revenue.

31. We recognise the force of the Compliance Officer's response that future lost gate revenue is a distinct loss which Rangers could nevertheless suffer. Our conclusion does not deny that possibility or establish that a sanctioned club can never receive compensation for a later loss. It concerns this particular order, whose rationale was to protect a visitor unconnected with the underlying incident, but whose unrestricted terms include the other club sharing disciplinary responsibility for that incident.

32. Applying the principles concerning relevant considerations in Braganza, particularly paragraph 24, and the contextual approach to reasons in Uprichard, we find that extension inappropriate under paragraph 16.9.4. The defect is the mismatch between the stated justification and the scope of the order, rather than a general impression of unfairness of the kind discussed in Gallaher. We vary the order under paragraphs 17.6.1(c), (e) and (i) so that no compensation is payable if Rangers is the visiting club. The amount and payment deadline remain unchanged for any other visiting club, and the closure applies regardless of the opponent.

### **Disposal**

33. The appeal is allowed in part. The order that Celtic's next home Scottish Cup match be played behind closed doors is affirmed. The suspended further closure and suspended further compensation order are set aside.

34. We affirm the immediate compensation payment of £100,000, payable within 30 days of completion of the match, but vary its terms under paragraphs 17.6.1 (c), (e) and (i) to provide that no payment is due under that order if Rangers is the visiting club. For any other visiting club, the amount and deadline remain unchanged. The qualification does not affect the requirement to play the match behind closed doors.

35. Our intervention is confined to those elements for which a ground under paragraph 16.9.4 has been established. Liability and the first-instance findings of fact remain undisturbed.

### **Chair**

**Scottish Football Association Appellate Tribunal**

**27<sup>th</sup> October 2026**