ENFORCEMENT OF SPORTS ARBITRAL AWARDS IN NIGERIA: A CRITICAL APPRAISAL OF THE ROLE OF THE NATIONAL INDUSTRIAL COURT*

Abstract

Sports arbitration only serves its purpose if the awards it produces are actually paid. This article undertakes a doctrinal examination of the enforcement of sports arbitral awards in Nigeria, using three documented disputes, Warri Wolves FC, Nasarawa United FC, and Amarachi Ukaegbu v Heartland Football Club, to test the practical reach of Nigeria's enforcement machinery. It argues that section 254C of the Constitution of the Federal Republic of Nigeria 1999, which vests the National Industrial Court with jurisdiction over labour disputes, already provides an effective enforcement route, but that this route is invoked inconsistently: an award enforced in one case remains a dead letter in another, purely because claimants did not take the extra procedural step of approaching the National Industrial Court. The article further shows that the requirement in the Nigeria Football Federation Statutes 2010 to exhaust internal arbitration before resort to the ordinary courts has itself been successfully challenged as undomesticated law, and contrasts Nigeria's purely civil-enforcement model with the sporting-sanction tools, such as transfer bans, that international federations use to enforce compliance directly. Drawing comparative lessons from enforcement practice in the United Kingdom, China and the United States, the article recommends that Nigeria build automatic referral to the National Industrial Court, and domestic sporting-sanction powers, into the rules of any future National Dispute Resolution Chamber, so that enforcement no longer depends on an individual claimant's knowledge of, or ability to afford, the law.

Keywords: Sports arbitration, enforcement of arbitral awards, National Industrial Court, Nigeria Football Federation, sporting-sanction.

1. Introduction

An arbitral award, however carefully reasoned, is only as valuable as a losing party's willingness or a legal system's capacity, to make it stick.[1] Sports arbitration is frequently praised for its speed, confidentiality and finality, yet these virtues address only the adjudicative half of dispute resolution; they say nothing about what happens after an award is made and a losing party simply declines to pay.[2] Nigeria's experience illustrates this second, less-discussed half of the problem starkly: two disputes with materially similar facts, both arising from unpaid football entitlements, produced radically different outcomes purely because of how enforcement was pursued.[3]

This study undertakes a focused doctrinal examination of the enforcement of sports arbitral awards in Nigeria. It begins by setting out why enforcement deserves attention in its own right, distinct from the adjudicative process that produces an award. It then maps the legal basis for enforcement under Nigerian law, examines three documented case studies that expose the gap between entitlement and payment, contrasts Nigeria's purely civil-enforcement model with the sporting-sanction enforcement tools available to international federations, diagnoses the underlying cause of the gap, situates Nigeria's experience against comparative practice from the United Kingdom, China and the United States, and proposes a specific set of institutional reforms.

2. Why Enforcement Matters: The Rationale for Effective Award Enforcement

Arbitration theory conventionally distinguishes between the adjudicative phase, in which a tribunal determines the parties' respective rights and liabilities, and the enforcement phase, in which that determination is converted into a legally compellable outcome.[4] The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) 1958 exists precisely because international commerce recognised, from the mid-twentieth century onward, that a right to arbitrate is of limited value without a corresponding, reliably accessible right to enforce whatever award

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[1]A Jain, 'Dispute Resolution and Sports: Analysing the Failed Mechanism Surviving on Bits' https://ssrn.com/abstract=4841888 accessed 28 April 2025.

[2]Y Gbenga-Ogundare, 'A Look at Principles of Arbitration in Sports' Tribune Online https://tribuneonlineng.com/a-look-at-principles-of-arbitration-in-sports/ accessed 28 April 2025.

[3]Omaplex Law Firm, 'The Legal Framework for Arbitration in Sports' https://omaplex.com.ng/the-legal-framework-for-arbitration-in-sports/ accessed 28 January 2025.

[4]L Reilly, 'Introduction to the Court of Arbitration for Sport (CAS) & the Role of National Courts in International Sports Disputes' (2012) Journal of Dispute Resolution https://scholarship.law.missouri.edu/jdr/vol2012/iss1/5 accessed 29 July 2026.

results.[5] Nigeria's Arbitration and Mediation Act 2023 finally brought Nigerian law into alignment with this understanding, adopting New York Convention standards for the first time in Nigeria's history.[6]

Sport shares this vulnerability to unenforced awards with particular acuteness. Athletes and coaches typically have short careers, limited savings, and materially unequal bargaining power relative to the clubs and federations against whom they most often bring claims, meaning that delay in enforcement operates, in practice, as something close to a denial of the underlying right itself.[7] A player who wins an award for unpaid wages three years into a five-year career gain little if that award remains unenforced for the remainder of it. It is against this backdrop, an area of dispute resolution in which the gap between winning and being paid carries unusually high real-world stakes, that Nigeria's enforcement practice deserves the close, case-by-case scrutiny that follows.

3. The Legal Basis for Enforcing Sports Arbitral Awards in Nigeria

Constitutional Foundation: Section 254C

Nigeria's enforcement architecture rests, at its foundation, on section 254C of the Constitution of the Federal Republic of Nigeria 1999, which vests the National Industrial Court with exclusive jurisdiction over labour, employment and related disputes.[8] That jurisdiction is wide enough to capture unpaid wages, signing bonuses, and severance claims arising from professional sport, since most such claims are, at bottom, employment claims between a club and a player or coach, notwithstanding their sporting context.[9] Section 254C is deliberately broad in scope; it was drafted to give the National Industrial Court authority over the full range of Nigeria's labour relationships, not merely the conventional office-and-factory employment its drafters may have had most immediately in mind.

Arbitration and Mediation Act 2023

The Arbitration and Mediation Act (AMA) 2023 supplies the general procedural framework through which an arbitral award, once made, can be recognised and enforced as a judgment of the court.[10] The Act enforces arbitration agreements irrespective of written form, empowers tribunals to grant interim measures pending final determination, and, critically, obliges courts to stay any parallel civil proceedings in favour of a valid arbitration agreement, reinforcing arbitration's intended primacy over litigation once parties have agreed to it.[11] Read together with section 254C, the Act gives Nigeria, at the level of general law, everything needed for effective sports-arbitration enforcement.

The NFF Statutes 2010 and the Missing Chamber

The third pillar is sport-specific. Articles 68 and 69 of the Nigeria Football Federation Statutes 2010 direct football-related disputes away from the ordinary courts and toward the NFF's own arbitration machinery, with article 68 specifically requiring the establishment of a National Dispute Resolution Chamber to hear disputes of exactly this kind.[12] On paper, these three pillars ought to work together in sequence: a claimant obtains an award from the NFF's dispute resolution machinery and then, if the award is not voluntarily honoured, applies to the National Industrial Court under section 254C to have that award adopted and enforced as a judgment of the court.[13] The case studies examined in section 4 show that this sequence works exactly as intended when a claimant pursues it to completion, and fails completely when a claimant does not, or cannot.

4. Contrasting Outcomes: Three Case Studies in Enforcement

Warri Wolves FC: The Unenforced Award

In the Warri Wolves FC dispute, eighteen players obtained an award from the NFF's Players' Status Committee after the club refused to renew their contracts following the 2008/09 season.[14] That award was never enforced. More than a decade later, it remained a live and frequently cited grievance within Nigerian football, with no reported attempt by the affected

[5]Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) 1958.
[6]S 1(1) and (4) Arbitration and Mediation Act 2023; N Christopher, 'Doctrine of Kompetenz-Kompetenz: Determining the Jurisdictional Challenge under the Arbitration and Mediation Act, 2023' https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5123297 accessed 13 July 2026.
[7]RunSensible, 'Sports Contract Law and Legal Issues in Sports' https://www.runsensible.com/blog/sports-contract-law/ accessed 29 July 2026.
[8]Constitution of the Federal Republic of Nigeria 1999, s 254C.
[9]Ibid.
[10]S 2(3) Arbitration and Mediation Act 2023.
[11]S 20, s 73(5) Arbitration and Mediation Act 2023; B Agbakoba-Onyejiana and O Afolabi, 'Analysis of the English FA Rule K, The Nigerian Arbitration and Mediation Act 2023; Making Sports Disputes Resolution Less of a Headache in Nigeria' https://oal.law/analysis-of-the-english-fa-rule-k-the-nigerian-arbitration-and-mediation-act-2023-making-sports-disputes-resolution-less-of-a-headache-in-nigeria/ accessed 13 July 2026.
[12]Nigeria Football Federation Statutes 2010, arts 68-69.
[13]Constitution of the Federal Republic of Nigeria 1999, s 254C; National Industrial Court of Nigeria (n 10).
[14]Omaplex Law Firm (n 3).

players to invoke the National Industrial Court's jurisdiction under section 254C to compel payment.[15] Several explanations are plausible: the players may not have known such a route existed, may have lacked the resources to pursue it, or may simply have moved on from careers interrupted a decade or more earlier. Whatever the explanation, the Warri Wolves case demonstrates a critical structural point: an award from a sports federation's internal machinery, standing alone, carries no automatic enforcement force in Nigerian law. It is merely a step toward enforcement, not enforcement itself, and the gap between the two can persist indefinitely if nobody closes it.

Nasarawa United FC: Enforcement Achieved

The Nasarawa United FC dispute presents an instructive contrast on almost identical underlying facts. Twelve players and five coaches, having obtained an award for unpaid entitlements, approached the National Industrial Court directly. On 17 April 2018, Honourable Justice Kenneth Amadi, invoking section 254C of the Constitution, adopted the federation's award as the judgment of the court and ordered payment of ₦98,000,000.[16] Unlike the Warri Wolves players, the Nasarawa United claimants took the additional procedural step the law requires, and secured payment as a direct result. The case is frequently cited in Nigerian labour and sports law commentary precisely because it demonstrates, unambiguously, that section 254C works when properly invoked.[17]

Ukaegbu v Heartland Football Club: Bypassing the Chamber Entirely

The third case study exposes a different, more structural vulnerability. In Amarachi Ukaegbu v Heartland Football Club & 4 Others, the claimant successfully argued that the requirement in the NFF Statutes to exhaust internal football arbitration before approaching the ordinary courts had never been properly domesticated into Nigerian law, and was therefore unenforceable against her.[18] Her claim proceeded directly, bypassing the NFF's dispute resolution machinery altogether. Read together with Warri Wolves and Nasarawa United, this case shows that Nigeria's enforcement architecture is porous at both ends: claimants who know the National Industrial Court route can use it to enforce an award obtained through internal machinery, and claimants who prefer to skip that internal machinery altogether can sometimes do that too, leaving the machinery itself, and any future National Dispute Resolution Chamber built upon it, without any real gatekeeping authority over how football disputes reach the courts.[19]

5. International Enforcement Mechanisms: A Point of Contrast

Nigeria's civil-enforcement model, in which a successful claimant must independently petition the National Industrial Court, stands in sharp contrast to the enforcement tools available to international football's own governing bodies. FIFA's regulatory framework empowers its Dispute Resolution Chamber to impose sporting sanctions, including transfer bans and, in appropriate cases, points deductions, directly against a defaulting club or federation that fails to honour a decision, without requiring the successful claimant to separately petition any domestic court.[20] This represents a fundamentally different enforcement logic from Nigeria's: rather than converting an award into a civil judgment enforceable through the machinery of the state, FIFA enforces compliance through the defaulting party's continued participation in organised football itself, a sanction few clubs or federations can afford to ignore.[21]

Nigeria's National Dispute Resolution Chamber, once finally established, could in principle wield an equivalent sporting-sanction power against defaulting clubs, since the Nigeria Football Federation, like FIFA, controls access to domestic competition. That the Chamber does not yet exist means Nigeria has, in effect, forfeited this considerably faster non-judicial enforcement tool, leaving claimants dependent entirely on the civil courts, a path this article's case studies show is used unevenly and inconsistently.[22] Restoring the Chamber would therefore not only close the enforcement gap diagnosed in section 6 below; it would give Nigerian football access to an enforcement mechanism already proven effective at international level, and considerably faster than protracted civil litigation.

6. Diagnosing the Enforcement Gap

Four findings emerge from the material examined above. First, section 254C is a genuinely effective enforcement mechanism where it is invoked; Nasarawa United proves this beyond serious doubt.[23] Second, its effectiveness depends entirely on claimant knowledge and initiative; Warri Wolves proves the converse, showing that an award can simply die

[15]Ibid.
[16]National Industrial Court of Nigeria (n 10).
[17]Ibid.
[18]National Industrial Court of Nigeria, 'Amarachi Ukaegbu -VS- Heartland Football Club & 4 ORS' https://nicnadr.gov.ng/judgement/details.php?id=5212 accessed 30 July 2026.
[19]Nigeria Football Federation Statutes 2010, art 68.
[20]FIFA Regulations on the Status and Transfer of Players 2024, art 24bis.
[21]Global Sports Advocates, 'How the Court of Arbitration for Sport Helps Athletes, Coaches, and Sports Organizations Resolve Disputes' https://www.globalsportsadvocates.com/library/dispute-resolution-at-the-court-of-arbitration-for-sport.cfm accessed 29 July 2026.
[22]Nigeria Football Federation Statutes 2010, art 68.
[23]National Industrial Court of Nigeria (n 10).

on the vine if nobody pursues it.[24] Third, the absence of a properly constituted, article 68 National Dispute Resolution Chamber means there is no single institutional body responsible for referring unpaid awards to the National Industrial Court on a claimant's behalf; each individual player or coach must discover and pursue this route unaided, with predictably uneven results.[25] Fourth, Nigeria's domestic model, dependent entirely on civil enforcement, forfeits the faster, non-judicial sporting-sanction enforcement tools that international federations routinely use against their own members.[26] The enforcement gap in Nigerian sports arbitration is therefore not a gap in substantive law. Nigeria has, since 2023, aligned itself with international enforcement standards at the level of general arbitration law, and section 254C has already proved itself capable of turning an unpaid award into a court judgment for ₦98,000,000. The gap is one of institutional design: no single body is responsible for making sure an award, once made, is actually followed through to enforcement, and no domestic sporting-sanction tool exists to make that follow-through faster and less dependent on individual claimant initiative.

7. Comparative Domestic Enforcement Models

The United Kingdom

In the United Kingdom, Sport Resolutions issues awards that are contractually binding on all parties by virtue of their prior agreement to its jurisdiction, with enforcement available through the ordinary courts on the same basis as any other arbitral award.[27] In practice, disputes rarely reach that final judicial stage, because Sport Resolutions' awards are treated as immediately binding by the sport's own governing bodies, who themselves apply internal sporting consequences to any member federation or club that fails to comply, echoing the FIFA model discussed in section 5 above.[28]

China

In China, the newly established China Commission of Arbitration for Sport issues awards enforceable under the general PRC Arbitration Law, following the legislative reform of 2022 that finally gave Chinese football's internal dispute mechanisms recognised arbitral status.[29] China's example is instructive because it shows that a dedicated domestic enforcement pathway, built specifically for sport rather than borrowed wholesale from general commercial arbitration, can be constructed quickly once a government commits to doing so.[30]

The United States

The United States offers a further point of comparison, if a less encouraging one. Commercial sports arbitrations administered by bodies such as the American Arbitration Association proceed to enforcement under the Federal Arbitration Act, which, like Nigeria's section 254C route, requires a successful party to separately petition a federal or state court for confirmation before an award becomes enforceable as a judgment.[31] The American experience confirms that judicial-confirmation models of the kind Nigeria uses are not unique to Nigeria, and are workable in principle; but it also confirms that such models still depend, structurally, on the winning party's own initiative to activate them, precisely the vulnerability the Warri Wolves case exposed.[32]

8. Conclusion and Recommendations

Nigeria does not lack a legal basis for enforcing sports arbitral awards. Section 254C of the Constitution, properly invoked, has already proved capable of turning an unpaid award into a court judgment for ₦98,000,000, and the Arbitration and Mediation Act 2023 has finally aligned Nigeria's general arbitration law with international enforcement standards. What Nigeria lacks is an institutional mechanism that makes enforcement automatic rather than optional, a properly domesticated jurisdictional gateway that cannot be sidestepped as it was in Ukaegbu, and access to the faster, non-judicial sporting-sanction tools that international federations already use to comparable effect. The comparative examples of Sport Resolutions in the United Kingdom, the newly constituted China Commission of Arbitration for Sport, and the Federal Arbitration Act confirmation model used in the United States confirm that closing this gap is a matter of institutional design and political will, not new substantive law. Until the National Dispute Resolution Chamber required by article 68 of the NFF Statutes 2010 is finally established, with an enforcement mandate and sporting-sanction powers

[24]Omaplex Law Firm (n 3).
[25]Nigeria Football Federation Statutes 2010, art 68; O Makanjuola and A Adesokan, 'Making a Case for Effective Dispute Resolution in Nigerian Football' https://businessday.ng/opinion/article/making-a-case-for-effective-dispute-resolution-in-nigerian-football/ accessed 13 July 2026.
[26]FIFA Regulations on the Status and Transfer of Players 2024, art 24bis (n 21).
[27]Sport Resolutions, 'Overview' https://www.sportresolutions.co.uk/about-us/who-we-are/overview accessed 29 July 2026.
[28]Sport Resolutions, 'Our History' https://sportresolutions.co.uk/about-us/who-we-are/our-history accessed 29 July 2026.
[29]Mondaq, "China's Sports Arbitration System Finally In Place!" https://www.mondaq.com/china/sport/1228170/chinas-sports-arbitration-system-finally-in-place accessed 29 July 2026.
[30]Lexology, 'Sports Law in China' https://www.lexology.com/library/detail.aspx?g=67e116f0-2025-48c1-80ff-46a7a3cb39ed accessed 29 July 2026.
[31]Cardozo Journal of Conflict Resolution, 'Arbitration in Professional Sports: Is It Time to Move On?' https://www.cardozojcr.com/cjcr-blog/arbitration-in-professional-sports-is-it-time-to-move-on accessed 29 July 2026.
[32]Ibid.

built into its rules, Nigerian sports arbitral awards will continue to depend on the accident of whether an individual claimant happens to know, and can afford to pursue, the route to the National Industrial Court.

This article makes six specific recommendations, each of which aims squarely at closing the enforcement gap identified above.

First, the National Dispute Resolution Chamber required by article 68 of the NFF Statutes should, once finally established, be given an express mandate to refer any unpaid award to the National Industrial Court for adoption under section 254C, removing that burden from individual claimants rather than leaving it, as at present, entirely to their own initiative.[33]

Second, the Chamber's rules should require respondent clubs to register proof of payment within a fixed period after an award is made, with automatic referral to the National Industrial Court triggered by default, so that non-payment is detected and acted upon systematically rather than only when a claimant happens to complain.[34]

Third, and drawing directly on the comparative material in sections 5 and 7 above, the Chamber's founding rules should expressly empower it to impose domestic sporting sanctions, such as transfer embargoes or points deductions, against clubs that fail to honour its awards, replicating the enforcement logic FIFA and other federations already use internationally.[35]

Fourth, the Nigeria Football Federation should undertake a basic awareness campaign directed at players, coaches and their agents, explaining the section 254C enforcement route in plain, accessible terms, since Warri Wolves suggests the underlying problem may often be one of information rather than law.[36]

Fifth, the Chamber's founding rules should expressly and unambiguously domesticate the internal-exhaustion requirement successfully challenged in Ukaegbu, so that its jurisdiction cannot be bypassed on the same technical ground in future disputes, while still preserving a claimant's ultimate right to approach the National Industrial Court once internal remedies are exhausted.[37]

Sixth, the National Industrial Court and the Nigeria Football Federation should consider a memorandum of understanding establishing an expedited docket for sports-related enforcement applications, recognising the acute time-sensitivity that distinguishes athletes' claims from ordinary commercial disputes.[38]

[33]Nigeria Football Federation Statutes 2010, art 68.
[34]Sport Resolutions (n 28); Mondaq (n 30).
[35]FIFA Regulations on the Status and Transfer of Players 2024, art 24bis (n 21); Sport Resolutions (n 29).
[36]Omaplex Law Firm (n 3).
[37]National Industrial Court of Nigeria (n 19).
[38]Constitution of the Federal Republic of Nigeria 1999, s 254C (n 8).