CAS 2024/A/10400 Aris Limassol FC v. Abdeljalil Medioub

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Patrick Lafranchi, Attorney-at-Law, Bern, Switzerland

in the arbitration between

Aris Limassol FC, Limassol, Cyprus

Represented by Mr Christoforos F. Florou and Mr Lysandros Lysandrou, Attorneys-at-Law, Lysandrou Florou L.L.C., Limassol, Cyprus

- Appellant -

and

Abdeljalil Medioub, France

Represented by Mr Loizos Hadjidemetriou, Attorney-at-Law, Loizos Hadjidemetriou & Associates L.L.C., Nicosia, Cyprus

- Respondent -

* * * * *

I. PARTIES

1. Aris Limassol FC (the "Appellant" or the "Club") is a Cypriot football club with its registered office in Limassol, Cyprus. The Club is registered with the Cyprus Football Association (the "CFA"), which in turn is affiliated to the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Abdeljalil Medioub (the "Respondent" or the "Player") is a professional football player of French nationality.

3. The Club and the Player are hereinafter jointly referred to as the "Parties".

II. INTRODUCTION

4. These proceedings revolve around an employment-related dispute between the Parties.

5. Following a claim lodged by the Player against the Club, the Dispute Resolution Chamber of the FIFA Football Tribunal (the "FIFA DRC") issued a decision on 11 January 2024 (the "Appealed Decision"), ordering the Club to pay the Player EUR 52,000 net as outstanding remuneration as well as EUR 498,731,41 net as compensation for breach of contract.

6. In the present appeal arbitration proceedings before the Court of Arbitration for Sport ("CAS"), the Club is challenging the Appealed Decision, requesting that it be set aside. The Player seeks a confirmation of the Appealed Decision.

III. FACTUAL BACKGROUND

7. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings and at the hearing. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background Facts

8. On 31 August 2022, the Parties concluded an employment agreement (the "Employment Agreement") for a period of three seasons, valid as from the date of signing until 30 June 2025. Pursuant to the Employment Agreement, the Player was entitled to a monthly salary of EUR 20,000 net from 31 August 2022 until 30 June 2023 and a monthly salary of EUR 16,666.67 net thereafter. Clause 2.2 of the Employment Agreement further stipulates that the terms of the "*Standard Employment Contract*" (the "Annex") constituted an integral part of the Employment Agreement.

9. On the same date, 31 August 2022, the Parties concluded a supplementary agreement (the "Supplementary Agreement"), pursuant to which the Player was entitled to i) 10% of the amounts received by the Club as a result of a potential transfer of the Player to a

third club; ii) EUR 2,000 net as monthly housing allowance; and iii) a sign-on fee in the amount of EUR 375,000 net, payable in three instalments:

i) EUR 175,000 net upon signature of the Supplementary Agreement;
ii) EUR 100,000 net by no later than 20 July 2023; and
iii) EUR 100,000 net by no later than 20 July 2024.

10. On the same date, 31 August 2022, the Parties signed the Annex. Clause 13 of the Annex provides as follows:

> "*Any employment dispute between the Club and the Player shall fall under the exclusive jurisdiction of the National Dispute Resolution Chamber of the CFA and shall be resolved according to the applicable regulations of the CFA.*"

11. The Employment Agreement, the Annex and the Supplementary Agreement are hereinafter jointly referred to as the "Employment Contract".

12. The Player maintains that, in the beginning of the Club's preparation for the 2023/24 season, he was orally informed by the coach of the Club that the latter was no longer interested in him and that he was therefore removed from the team's WhatsApp group, he was no longer allowed to train with the team and he was excluded from the team's pre-season training camp.

13. On 28 June 2023, counsel for the Player informed the Club as follows:

> "*1. Our client is currently being employed by your club until 30/06/2025 by virtue of the* [Employment Contract].
>
> *2. In the beginning of this month and whilst all players were on holidays, the club's coach contacted our client and informed him that the club is no longer interested in his services.*
>
> *3. This was confirmed by the fact that our client has been removed from the team's WhatsApp group since then.*
>
> *4. Since our client and all the other footballers of the club returned from their summer holidays, our client has not been allowed to participate in even one training session with the team. Not only that but since 22/06/2023 when the trainings began, he is being instructed to train on his own and at times different than the ones when the team is training.*
>
> *5. The club's decision that our client's services are no longer needed was repeated on Saturday by the coach during a meeting he had with our client in person.*
>
> *6. The fact that your club is not interested in continuing to employ our client was definitively confirmed on Saturday when the team departed to Latvia for the so important pre-season preparation but our client was*

left behind. Without of course being injured or having any incapacity to train or play football.

7. *Dear sirs, you are called to stop breaching your contractual obligations and to duly honour our client's employment contract. You are called to arrange, immediately, transportation for our client to Latvia in order to join the team's pre-season preparation.*

8. *Have in mind that excluding our client from the team's trainings is not only a breach of his personality rights as per Swiss law but it is also putting his career in danger since you are prohibiting him from training at the same level as the other players of the club.*

9. *We shall be waiting your response, as soon as possible. The case is urgent and we are calling you to treat it like that.*"

14. The Player maintains that, following this letter, he was reintegrated with the team in the pre-season training camp.

15. On 10 August 2023, the Club unilaterally terminated the Employment Contract by informing the Player as follows:

> "*By this letter we would like to inform you that the board of* [the Club] *has decided to proceed with the immediate termination of your* [Employment Contract] *with the Club.*
>
> *Upon receiving this letter your* [Employment Contract] *is* ***<u>Terminated With Immediate Effect</u>*** *and therefore you are free to be register into any other Club.*
>
> *We would like to thank you for your contribution to the Club's football team and we wish you the best in your future endeavours.*
>
> *Please take note that you will receive the wages due according to your contract as until the day of receiving the present letter.*" (emphasis in original)

16. On 11 August 2023, counsel for the Player informed the Club as follows:

"*1. Our client was being employed by your club by virtue of the* [Employment Agreement] *and the* [Supplementary Agreement].

2. *Yesterday, 10/08/2023, he was given a letter with which your club was unilaterally terminating his employment. The termination letter was not even trying to give any justification for this decision of the club.*

3. *Our client does not accept this decision, the unilateral termination was made without just cause and he shall do whatever necessary to protect his rights.*"

17. The Club did not reply to the Player's letter dated 11 August 2023.

18. On 9 September 2023, the Player signed an employment contract with the Algerian football club USMK (the "USMK Employment Contract"), valid as from the date of signing until 30 June 2025. Pursuant to the USMK Employment Contract, the Player was entitled to a net monthly salary of Algerian Dinar ("DZD") 187,00 net, which was held to equate to approximately EUR 1,391 net in the Appealed Decision.

B. Proceedings before the Dispute Resolution Chamber of the FIFA Football Tribunal

19. On 6 October 2023, the Player filed a claim against the Club before the FIFA DRC, arguing that the Club had terminated the employment relationship without just cause on 10 August 2023. According to the Appealed Decision, the Player claimed compensation for breach of contract in an amount of EUR 529,333.37, plus interest.

20. The Club rejected the Player's claim as to the substance and it also contested the FIFA DRC's jurisdiction.

21. On 11 January 2024, the FIFA DRC issued the operative part of the Appealed Decision, which provides as follows:

"*1. The Football Tribunal has jurisdiction to hear the claim of the* [Player].

2. The claim of the [Player] *is partially accepted.*

3. The [Club] *must pay to the* [Player] *the following amount(s):*

- *EUR 50,000 net as outstanding remuneration plus 5% interest p.a. as from 21 July 2023 until the date of effective payment;*

- *EUR 2,000 net as outstanding remuneration plus 5% interest p.a. as from 1 August 2023 until the date of effective payment;*

- *EUR 498,731.41 net as compensation for breach of contract without just cause plus 5% interest p.a. as from 11 August 2023 until the date of effective payment.*

4. Any further claims of the [Player] *are rejected.*

5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

6. Pursuant to art. 24 of the [FIFA Regulations on the Status and Transfer of Players – the "FIFA RSTP"], *if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*

1. *The* [Club] *shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be up to three entire and consecutive registration periods.*

2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*

7. *The consequences shall only be enforced at the request of the* [Player] *in accordance with art. 24 par. 7 and 8 and art. 25* [FIFA RSTP].

8. *This decision is rendered without costs.*" (emphasis omitted)

22. On 4 March 2024, the grounds of the Appealed Decision were communicated to the Parties, providing, *inter alia*, as follows:

- As to the jurisdiction of the FIFA DRC, "[…] *the Chamber emphasised that in accordance with art. 22 par. 1 lit. b)* [FIFA RSTP]*, FIFA is, in principle, competent to hear an employment-related dispute between a club and a player of an international dimension. Nevertheless, the parties may explicitly opt in writing for such dispute to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs. Equally, the Chamber referred to the principles contained in the FIFA national Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.*

- *Thus, the Chamber pointed out that it should first analyse whether the employment contract at the basis of the present dispute contained a clear and exclusive jurisdiction clause in favour of the NDRC of Cyprus.*

- *In this respect, the Chamber recalled the wording of art. 13 of the* [Annex]*, according to which the parties agreed that 'any employment dispute between the club and the player shall fall under the exclusive jurisdiction of the National Dispute Resolution Chamber of the CFA and shall be resolved according to the applicable regulations of the CFA.'*

- *Having analysed the wording of said provision, the Chamber firstly held that it is sufficiently clear and exclusive in favour of the competence of the Cypriot NDRC.*

- *Having established the foregoing, the Chamber turned its attention to the further prerequisites for establishing the competence of a NDRC. The Chamber namely referred to* [sic] *principle of equal representation of players and clubs and underlined that this principle is one of the very fundamental elements to be fulfilled, in order for a national dispute resolution chamber to be recognised as such. Indeed, this prerequisite is mentioned in the* [FIFA RSTP], *in the FIFA Circular no. 1010 as well as in art. 3 par. 1 of the NDRC Regulations, which illustrates the aforementioned principle as follows: 'The NDRC shall be composed of the following members, who shall serve a four-year renewable mandate: a) a chairman and a deputy chairman chosen by consensus by the player and club representatives (...); b) between three and ten player representatives who are elected or appointed either on proposal of the players' association affiliated to FIFPro, or, where no such associations exist, on the basis of a selection process agreed by FIFA and FIFPro; c) between three and ten club representatives (...).' In this respect, the FIFA Circular no. 1010 states the following: 'The parties must have equal influence over the appointment of arbitrators. This means for example that every party shall have the right to appoint an arbitrator and the two appointed arbitrators appoint the chairman of the arbitration tribunal (...). Where arbitrators are to be selected from a predetermined list, every interest group that is represented must be able to exercise equal influence over the compilation of the arbitrator list'.*

- *In respect of the above, the Chamber went on to examine the documentation on file as well as the parties' submissions.*

- *In this regard, and to significant effect, the Chamber noted that the* [Player] *had corroborated by virtue of a letter from the Cypriot representative of FIFPro (the Pancyprian Players' Association –* [the "PASP"]*) that the NDRC failed to meet the principle of 'equal representation'. More specifically, such players' union was not adequately involved during the composition of the NDRC, as well as being excluded from the drafting of the national regulatory framework and procedural rules of the NDRC in question.*

- *The Chamber considered such line of argument, despite the detailed argumentation of the* [Club], *convincing, to the extent of critically undermining the compliance of said body with the requirements set out in Circular No. 1010.*

- *The Chamber wished to also point out – for completeness' sake – that such assessment was in line with further recent decisions in said matter,*

which made reference to the identical framework of the NDRC and the very same letter submitted by the [PASP].

- *Therefore, the Chamber was of the opinion that the burden of proving the NDRC's compliance with the necessary principle of equal representation of players and clubs was not met by the* [Club].

- *Consequently, it rejected the objection to the competence of FIFA to deal with the present dispute, and concluded that the Football Tribunal is competent to consider the matter as to the substance, according to art. 22 par. 1 lit. b)* [FIFA RSTP]."

- As to whether the Club had just cause to terminate the Employment Contract, "[…] *the Chamber recalled the wording of art. 13 par. 5* [FIFA Procedural Rules Governing the Football Tribunal – the "FIFA Procedural Rules"], *in accordance with which a party that wishes to rely on a certain fact bear the burden of proving its veracity.*

- *Equally, the Chamber referred to its longstanding jurisprudence, in accordance with which a premature termination of an employment contract, in cases not concerning overdue payables, must be an ultima ratio measure. That is, where more lenient measures than terminating the contract are available to the parties to remedy their relationship, such measures must be readily used. Only breaches of contract of a certain severity or consistency permit the early termination of a contract.*

- *Having set out the above, the Chamber was able to establish that the* [Club], *by not only failing to provide a justification for the premature contractual termination in the termination letter, but equally not providing any argumentation to this effect in the current proceedings, failed to meet the burden of proving that the termination of the* [Employment Contract] *had indeed resulted as an ultima ratio measure.*

- *In light of the above, the Chamber concluded that the* [Employment Contract] *was terminated by the* [Club] *without just cause on 10 August 2023.*"

- As to the consequences of the termination of the Employment Contract without just cause, [t]*he Chamber observed that the total – uncontested – amount of outstanding remuneration at the time of termination of the* [Employment Contract] *amounted to the remainder of the sign-on fee instalment due on 20 July 2023, in the amount of EUR 50,000 net, as well as the one instalment of accommodation allowance of EUR 2,000 net.*

- *Consequently, in accordance with the general legal principle of pacta sunt servanda, the Chamber decided that the* [Club] *must pay the* [Player] *the outstanding remuneration of EUR 52,000.*

- *Furthermore, the Chamber decided that the* [Club] *must also pay interest applicable on the above amounts at the annual rate of 5% as from the following dates:*

  - *On the amount of EUR 50,000 net, as from 21 July 2023 until the date of effective payment;*

  - *On the amount of EUR 2,000 net, as from 1 August 2023 until the date of effective payment.*

- *Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club in the case at stake. In doing so, the Chamber firstly recapitulated that, in accordance with art. 17 par. 1* [FIFA RSTP]*, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.*

- *In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.*

- *As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1* [FIFA RSTP]*. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.*

- *Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the* [Employment Agreement]*, as well as the* [Supplementary Agreement]*, from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of EUR 529,333.41 net (i.e. the residual value of both* [sic] *the*

[Employment Contract]*, or 23 x EUR 16,666.67 net (salary) plus 23 x EUR 2,000 net (accommodation) between August 2023 and June 2025 plus EUR 100,000 net sign-on fee instalment due on 20 July 2024) serves as the basis for the determination of the amount of compensation for breach of contract.*

- *In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC as well as art. 17 par. 1 lit ii)* [FIFA RSTP]*, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.*

- *Indeed, the* [Player] *had found new employment with* [USMK]. *In accordance with* [the USMK Employment Contract]*, the* [Player] *had been entitled to receive a monthly salary of DZD 187,000 net, amount to approx. EUR 30,602 net.*

- *With this established, the Chamber went on to recall the wording of art. 17 par. 1 lit. b), pursuant to which a player is entitled to receive additional compensation in situations where he himself has terminated the* [Employment Contract]*, on account of outstanding remuneration.*

- *In the case at hand, the Chamber observed, the* [Club] *had been the one to terminate the* [Employment Contract] *– thus precluding the* [Player] *from claiming any additional compensation in line with the previous provision.*

- *Consequently, on account of all the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 498,731.41 net to the player (i.e. the residual value of the* [Employment Contract]*, minus the mitigated amount), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.*

- *Furthermore, taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of 11 August 2023 until the date of effective payment.*

- […]"

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 22 March 2024, the Club filed a Statement of Appeal with CAS in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-related Arbitration (the "CAS Code"), challenging the Appealed Decision. In this submission, the Club named the Player as the sole respondent and requested that the matter be referred to a sole arbitrator.

24. On 28 March 2024, the Player consented to the appointment of a sole arbitrator, provided he or she would be chosen from the Football List of arbitrators.

25. On 2 April 2024, FIFA renounced its right to request its possible intervention in the present arbitration proceedings pursuant to Articles R52.2 and R41.3 CAS Code. FIFA nonetheless indicated that it wished to briefly summarise the reasons for which it assumed jurisdiction. In this respect, FIFA submitted as follows:

> "*During the proceedings before the FIFA DRC, the* [Club] *asserted that the National Dispute Resolution Chamber under the auspices of the* [CFA – the "CFA NDRC"] *was exclusively competent to deal with the matter, and that, pursuant to the regulations currently in place, said deciding body purportedly meets the requirements of FIFA Circular No. 1010. As to the merits of the dispute, the* [Club] *merely challenged the amount of compensation requested, not contesting the lawfulness of the contractual termination itself.*
>
> *The DRC was able to conclude that it had jurisdiction to decide over the merits of the dispute, based on the fact that the* [CFA NDRC] *appeared not to respect the principle of equal representation between players and clubs, as required by FIFA Circular No. 1010. The DRC, as mentioned inter alia in paragraphs 36. and 37. of the* [Appealed Decision], *laid particular emphasis on the evidence included by* [the Player] *in his second submission, namely the explanation provided by the* [PASP] *as to the drafting of the domestic regulatory framework and the composition of the chamber itself.*
>
> *We trust that the above is of assistance for the Panel. FIFA will remain at the disposal of the Court of Arbitration for Sport, and the relevant Panel, in order to answer any specific questions which may arise regarding the case at issue.*"

26. On 3 April 2024, the Club filed its Appeal Brief in accordance with Article R51 CAS Code.

27. On 18 April 2024, the CAS Court Office informed the Parties that, pursuant to Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the arbitral tribunal appointed to hear the appeal was constituted as follows:

Sole Arbitrator: Mr Patrick Lafranchi, Attorney-at-Law, Bern, Switzerland

28. On 19 May 2024, the Player filed his Answer in accordance with Article R55 CAS Code.

29. On 21 June 2024, both Parties confirmed that they were available for an in-person hearing to be held at the CAS Court Office in Lausanne, Switzerland on 10 September 2024.

30. On 21 and 22 August 2024, the Parties returned duly signed copies of the Order of Procedure provided to them by the CAS Court Office on 21 August 2024.

31. On 10 September 2024, a hearing was held at the CAS Court Office in Lausanne, Switzerland. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the arbitral tribunal.

32. In addition to the Sole Arbitrator and Ms Delphine Deschenaux-Rochat, CAS Counsel, the following persons attended the hearing:

    a) For the Club:

        1) Mr Christoforos F. Florou, Counsel;
        2) Mr Lysandros Lysandrou, Counsel.

    b) For the Player:

        1) Mr Abdeljalil Medioub, the Player;
        2) Mr Loizos Hadjidemetriou, Counsel;
        3) Ms Elena Pelekanou, Counsel.

33. The following persons were heard, in order of appearance:

        1) Mrs Afrodit Hatzipanayi, CFA Head of Legal Department, witness called by the Club (remotely);
        2) Mr Pavel Gognidze, CEO of the Club, witness called by the Club (remotely);
        3) Ms Spyros Neofytides, Executive President of the PASP, witness called by the Player;
        4) Mr Loïc Alves, FIFPro Senior Legal Counsel, witness called by the Player;
        5) Mr Abdeljalil Medioub, the Player.

34. All witnesses were invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties had full opportunity to examine and cross-examine the witnesses.

35. The Club initially also called Mrs Dora Kyriakou, Head of Accountant Department of the Club, as a witness. The Player also called Mr Roy Vermeer, FIFPro Legal Director, as witness. However, the Parties ultimately did not consider it necessary to hear such witnesses and waived their testimony. No objections were filed to such waiver by the opposing party.

36. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.

37. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.

38. On the same date, 10 September 2024, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Club to file "*any document establishing that FIFA approved the applicable regulations of the* [CFA]" by 16 September 2024.

39. On 18 September 2024, the CAS Court Office informed the Parties, *inter alia*, that the Club did not file the requested document within the given deadline.

40. On 23 September 2024, the Club informed the CAS Court Office that the approval of the regulations of the CFA NDRC was given verbally by FIFA.

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

41. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

42. The Club's submissions, in essence, may be summarised as follows:

The jurisdiction of the FIFA DRC

- The FIFA DRC unreasonably concluded in the Appealed Decision that the CFA NDRC did not satisfy the requirements set out by FIFA in the FIFA RSTP.
- The Annex forms an integral part of the Employment Agreement and Clause 13 of the Annex is clear and leaves no room for confusion that the Parties granted exclusive jurisdiction to the CFA NDRC. This is also confirmed by the FIFA DRC in the Appealed Decision.
- The FIFA DRC nonetheless unreasonably rejected the jurisdiction of the CFA NDRC, stating that it does not comply with the requirements set out in FIFA Circular No. 1010.
- However, FIFA Circular No. 1010 and the FIFA National Dispute Resolution Chamber Standard Regulations (the "FIFA NDRC Regulations") shall not be considered as binding rules for the determination whether an NDRC is an "*independent national arbitration tribunal which guarantee fair proceedings and respect the principle of equal representation of players and clubs*". FIFA Circular No. 1010 and the FIFA NDRC Regulations only provide guidance to help ensure that the minimum procedural requirements are met. Noncompliance

with any such requirements cannot lead to the conclusion that an NDRC does not meet the requirements contained in Article 22(1)(b) FIFA RSTP. This is confirmed in CAS jurisprudence. Rather, Article 22(1)(b) FIFA RSTP should be applied without reference to FIFA Circular No. 1010 and the FIFA NDRC Regulations.

Composition of the CFA NDRC and equal representation

- The current composition of the CFA NDRC is the result of an agreement between the CFA and the PASP following a social dialogue in which they agreed that the CFA NDRC would respect and implement the principle of equal representation.

- Pursuant to Article 22(4)(2) of the CFA Regulations for the Registration and Transfer of Football Players and the National Dispute Resolution Committee (the "CFA RSTP&NDRC"), the PASP and the CFA – the Clubs, have equal representation in the CFA NDRC, that it is composed by equal numbers and with equal influence for the appointment of its members.

- If, for any reason, the CFA and/or the PASP deny or neglect to appoint their two members, then the CFA and PASP agreed to authorise the Cyprus Bar Association to appoint this person and/or persons accordingly. The Cyprus Bar Association is independent from the CFA. The PASP agreed to this on 30 June 2023 and these clauses have not been amended since such agreement.

- The mere fact that the cooperation between the CFA and the PASP subsequently collapsed cannot be considered as a valid reason for the CFA NDRC's non-compliance with Article 22(1)(b) FIFA RSTP.

- The question to be considered is whether the appointment of the CFA NDRC's members is independent and without influence, which is indeed the case.

- The President and the Vice President of the CFA NDRC shall be duly elected by the four members of the CFA NDRC following democratic elections and due process. Again, in case of a deadlock, the Cyprus Bar Association is authorised to appoint the President and the Vice President instead.

- The CFA NDRC is therefore composed of six members, in full compliance with FIFA Circular No. 1010, as both sides have equal influence over the appointment of arbitrators.

- The six members of the CFA NDRC are licensed lawyers registered with the Cyprus Bar Association and they are independent from the clubs and from the players.

- The fact that the two members of PASP have resigned in August 2023 does not mean that the CFA NDRC was not operational since the CFA immediately enforced the provisions of the CFA RSTP&NDRC by having two members

appointed by the Cyprus Bar Association. This was required, because otherwise the CFA NDRC would be driven into a deadlock by the unreasonable rejection of the PASP.

- The reason for the dispute between the CFA and the PASP is the deletion of the clause from the standard employment contract that was obliging clubs to pay annual fees to PASP for its own interest.

The CFA NDRC complies with all other requirements

- The procedural regulations of the CFA NDRC are almost a word per word copy of the FIFA procedural regulations. The CFA NDRC is independent and impartial.

- The CFA NDRC respects the principle of a fair hearing. This right is safeguarded particularly by Article 22.13 of the CFA RSTP&NDRC.

- The CFA NDRC respects the right to contentious proceedings. There is a written exchange of submissions and the time limits are the same for all parties.

- The CFA NDRC respects the right to equal treatment. This right is guaranteed and safeguarded by Article 22.13 of the CFA RSTP&NDRC. No distinction is made between the rights of clubs and players.

- The administrative fee charged by the CFA NDRC is between EUR 170 and EUR 1,025, plus VAT. Having in mind that CAS charges a non-refundable fee of CHF 1,000 and that the FIFA Players' Status Chamber requires an advance of costs ranging between CHF 1,000 and CHF 5,000, it cannot be argued that the administrative fee of the CFA NDRC imposes an obstacle to a party's right to justice. This is also confirmed in CAS jurisprudence.

- Considering all the above-mentioned, CAS shall decide that the FIFA DRC does not have jurisdiction.

The monthly housing allowance

- In case CAS concludes that the Player is to be compensated by the Club, the Player is not entitled to the entire amount awarded to him by the FIFA DRC, because the FIFA DRC wrongly decided that the Player was entitled to compensation including the monthly housing allowance.

- Although the Club objected to this in the proceedings before the FIFA DRC, the FIFA DRC did not consider this objection.

- The Player was only entitled to this housing allowance until the termination of the Employment Contract. This is confirmed in CAS jurisprudence.

- The Player left Cyprus in August 2023 and he therefore did not incur any expenses in relation to his accommodation in Cyprus as from such moment, at

least the Player failed to prove to have incurred such expenses. The housing allowance therefore cannot be taken into consideration for the calculation of the amount of compensation to be awarded.

- Considering the above, an amount of EUR 46,000 (23 x EUR 2,000) is to be deducted from the amount of compensation awarded by the FIFA DRC in the Appealed Decision.

Mitigation of the amount of compensation awarded in the Appealed Decision

- The FIFA DRC did not take into consideration that the Player failed to mitigate his damages. In accordance with CAS jurisprudence, the Player had the obligation to mitigate his damages. In particular, the Employment Contract was terminated on 10 August 2023, but the Player failed to mitigate his damages during the whole summer transfer window, since he chose to be employed by an employer with a lower market value.

- It seems that when the Player realised that the amount he would receive as salary from USMK would be deducted from the compensation he would be entitled to receive from the Club, he decided to mutually terminate the USMK Employment Contract.

- The Player intentionally chose to be employed by a lower value club in order to not lose the opportunity to claim full compensation from the Club, terminating the USMK Employment Contract within a period of 2 months, failing intentionally to mitigate his damages.

- Since then, the Player failed to be employed by another club until today.

- Therefore, the compensation that may be awarded to the Player should be reduced to an amount equal to 30% or for any percentage deemed appropriate by CAS.

43. On this basis, the Club submits the following prayers for relief in its Appeal Brief:

"*1) The FIFA DRC did not have jurisdiction and therefore the FIFA DRC was not the competent body to deal with the club submitted by the Respondent because of the clear and exclusive jurisdiction clause concluded between the parties on* [sic] *favour of CFA NDRC.*

2) The CFA NDRC was competent to deal with this matter in substance in accordance to the clear and exclusive jurisdiction clause concluded between the parties.

3) The decision awarded to the Respondent is erroneous and therefore the FIFA DRC's decision shall be dismissed and withdrawn.

4) *Decision that the Respondent shall pay the legal fees and/or any real expenses of the Appellant's legal representatives in relation to the procedure in front of CAS.*

AND/OR

5) *Decision that the awarded compensation is excessive since the FIFA DRC has failed to mitigate the awarded amount in accordance to the FIFA's Regulation and FIFA/CAS jurisprudence.*

6) *Decision that The FIFA DRC has erroneously included the remaining rents' value provided by the parties' employment agreements into the calculation of the compensation that the Respondent's* [sic] *was entitled to receive by the Appellant in accordance to the art 17.1 of the RSTP, and therefore such amount, equal to €46.000 shall be deducted.*

7) *Decision that the Respondent shall pay the legal fees and/or any real expenses of the Appellant's legal representatives in relation to the procedure in front of CAS.*

8) *Decision that the Respondent shall bear the cost of the FIFA and the cost of the present arbitration procedure.*"

B. The Respondent

44. The Player's submissions, in essence, may be summarised as follows:

- CAS must have in mind that the Club is not challenging the fact that the termination was without just cause.

- The reason why the Club wants to take the case before the CFA NDRC is that the CFA NDRC allows clubs to settle decisions issued against them in at least 24 monthly instalments and because it does not award legal interest. This methodology of the CFA NDRC is unacceptable for the PASP, as well as for FIFPro.

- What is more, the CFA NDRC does not satisfy the requirements of the FIFA RSTP and the relevant circulars since, amongst others, it does not respect the principle of equal representation.

Standing to sue

- The Club lacks standing to sue the Player for the issue of jurisdiction. These kinds of disputes constitute vertical disputes and from the moment that the Club challenged FIFA's decision to accept jurisdiction, it should have added FIFA as a respondent. This is because the only competent party to defend and justify FIFA's decision on the competence of the FIFA DRC is FIFA. FIFA is not

simply acting as a court of first instance but it is actually performing an assessment of its own competences, something which has direct impact on the rights and duties of its direct and indirect members in the sense of Article 75 of the Swiss Civil Code (the "SCC"). This is confirmed in CAS jurisprudence.

Jurisdiction of the FIFA DRC

- The CFA NDRC does not respect the requirements established by the FIFA RSTP since it does not guarantee fair proceedings and it does not respect the principle of equal representation. In addition to that, the regulations upon which the operation and decision making of the CFA NDRC are based, are implemented and amended by the CFA unilaterally, without discussing with or requesting the consent of PASP and many of those regulations are in favour of the clubs and detrimental to the players and also contrary to the rights safeguarded by the FIFA RSTP.

- As the Player will prove with one of its witnesses, Mr Roy Vermeer, FIFPro Legal Director and one of the members of the FIFA DRC, there are numerous decisions of the FIFA DRC on whether or not the CFA NDRC is competent to hear employment-related disputes of an international dimension, all of which reiterate that the CFA NDRC does not have such competence.

- However, it is not even needed to enter into any examination of this jurisdictional issue, because when the claim was filed (7 October 2023) the CFA NDRC was not operational since June 2023, because two of its four ordinary members had resigned.

- Even if the CFA NDRC was operational when the present claim was filed, it was still not competent because it does not respect the principles established in Article 22(1)(b) FIFA RSTP and FIFA Circular Nos. 1010 and 1183.

- One extremely important issue is the fact that footballers are not represented in the CFA NDRC since 2021. Since the outbreak of COVID-19 in 2020, the CFA has been unilaterally amending the CFA RSTP&NDRC in a way to give undue advantage to the clubs to the detriment of the players' rights. PASP repeatedly called the CFA to meetings to discuss the withdrawal of these unilateral amendments, but the CFA is denying doing so.

- This is why, in the summer of 2023, the President of PASP sent a letter to FIFA, indicating that PASP no longer endorsed the CFA Standard Contract and, *inter alia*, rejecting the legitimacy of the CFA's regulations. All this still applies today, as will be confirmed by him personally at the hearing.

- The signature by the Player of the Employment Contract does not mean that he accepted and agreed to the jurisdiction of the CFA NDRC. It is well known that a player signing in a country where a standard contract is in force, is not allowed to amend its clauses, because in such case the association will not accept the registration of the standard employment contract.

- The standard employment contract is not a collective bargaining agreement. In any event, by making unilateral amendments to the standard employment contract, the CFA breached the agreement reached with PASP in 2014 on the implementation of the collective bargaining agreement.

- Given that Cyprus is the country with the biggest number of expatriate players, it goes without saying that the FIFA DRC and/or CAS cannot light heartedly deprive the right of foreign players in Cyprus from seeking redress before the FIFA DRC.

Reply to the Club's arguments on jurisdiction

- The version of the CFA RSTP&NDRC which was submitted by the Club, as well as its future versions, were never agreed to by PASP. The said version of the CFA RSTP&NDRC was unilaterally implemented and amended by the CFA, without asking the consent of PASP. Consequently, the Club cannot argue that PASP is bound by regulations to which it never agreed.

- The PASP no longer endorses the CFA RSTP&NDRC which authorise the Cyprus Bar Association to appoint members of the CFA NDRC. The FIFA regulations are clear that in order for an NDRC to satisfy the requirements of equal representation, its members need to be appointed by club and player representatives. The Cyprus Bar Association is by no means a representative of the players and the FIFA regulations do not allow the derogation of the authority to appoint representatives to NDRCs.

- The Club's allegation that what needs to be considered is only whether the members of the CFA NDRC are independent is not correct. In order for an NDRC to satisfy Article 22(1)(b) FIFA RSTP and exclude the competence of the FIFA DRC, it must guarantee the principle of equal representation of clubs and players. As the CFA NDRC is today, only clubs are represented and only clubs have influence over the appointment of the CFA NDRC's President and Vice-President.

- The allegation of the Club that the only reason why the relations between the CFA and PASP were driven to a dispute is because the CFA removed a clause from the standard employment contract which was obliging clubs to pay annual fees to PASP, is rejected as totally unsubstantiated. The standard employment contract never stipulated any monies to be paid by clubs to PASP.

- The Player also rejects the Club's position that the principle of a fair hearing is respected by the CFA NDRC. This is because the relevant regulations allow a second round of submissions only to the claimant. The respondent is not allowed to have a second round of submissions.

- The Player also disagrees with the Club's position regarding the administrative fee. Had he filed a claim before the CFA NDRC, he would have had to pay a filing fee of EUR 1,025 plus VAT (19%), i.e. a total of EUR 1,219.50. This is

contrary to both the FIFA National Dispute Resolution Chamber Recognition Principles and the FIFA National Dispute Resolution Standard Regulations, which state that these kinds of proceedings must be free of charge.

- Finally, players are not represented in the CFA NDRC since 2021, not since 2023 as repeatedly stated by the Club.

The monthly housing allowance

- The CAS jurisprudence referred to by the Club was issued based on the 2010 edition of the FIFA RSTP. The Appealed Decision was based on the 2023 edition of the FIFA RSTP.

- As confirmed in the FIFA Commentary on the Regulations on the Status and Transfer of Players (2023 edition – the "FIFA Commentary"), since June 2018, Article 17 FIFA RSTP has been amended and the methodology for estimating compensation payable by a club to a player has now been codified by FIFA. This means that the estimation for such compensation is no longer left to the discretion of the judging body, as it was with the previous editions of the FIFA RSTP.

- As expressly stated in Article 17(1) FIFA RSTP, the residual value of a player's contract includes not only his residual remuneration but also other benefits due to him, one of which is the accommodation allowance. As stated in Clause 3 of the Supplementary Agreement, the housing allowance is to be considered as a benefit / bonus to be paid in addition to the agreed remuneration.

- USMK was also not covering the Player's accommodation expenses.

The Player's alleged failure to mitigate his damages

- The CAS jurisprudence invoked by the Club is not applicable to this case. In the present case, the Player did not sign with a club as an amateur. He actually succeeded in finding a new club and signed a professional employment contract.

- The Club's argument that the Player failed to mitigate because he failed to find a new club in the 2023/24 summer transfer window, must be dismissed, because most summer transfer windows close at the end of August, so that the Player had only 20 days to find a new club after the termination.

- The Player mitigated his damages by signing for USMK on 9 September 2023 when the transfer window in most European countries had already closed.

- The USMK Employment Contract ended at the end of November 2023, because the working and living conditions in Algeria were very bad for the Player and his family and, without a doubt, considerably inferior to the working and living conditions of the Player and his family when he was employed by the Club.

- It is not the Player's fault that he had to sign an employment contract with a club in Algeria. Had the Club not terminated the Employment Contract without just cause, he would never have been in such position.

- The Club's allegation that the Player's market value decreased because he signed with an Algerian club is actually proof of the aggravating damages sustained by the Player as a result of the termination of his employment by the Club.

- The Player is 26 years old and his only interest and priority is to pursue a career in football, not deceive the Club in order to get the highest possible compensation for it.

- In January 2023, whilst still employed by the Club, the Player sustained an ankle injury, which led to a new injury about a month later. All this is documented. The Player recovered at the end of April 2023. As can be understood, it was extremely difficult for a player who had only played a handful of matches in the last 8 months to find proper employment.

- The Club, having absolutely no respect for the Player, who had sustained an injury whilst playing for it, terminated the Employment Contract and left him stranded and in search for new employment whilst recovering from a lengthy absence due to an injury. The Player reserves the right to examine the possibilities of initiating legal proceedings before Cyprus national courts requesting damages for loss of career.

- Consequently, the Club's request to decrease the compensation for breach of contract awarded by means of the Appealed Decision to 30% cannot be accepted.

- The Club requested a reduction of the compensation awarded only on the basis of two grounds (accommodation allowance and intentional failure to mitigate damages) and must therefore be estopped from submitting further arguments during the hearing.

45. On this basis, the Player submits the following prayers for relief in his Answer:

> "*For all reasons stated above, the Respondent is calling CAS to reject the present appeal and order the Appellant to fully cover all procedural costs and also pay a contribution towards the Respondent's legal expenses.*"

VI. JURISDICTION

46. The jurisdiction of CAS, which is not disputed, derives from Article 57(1) FIFA Statutes (May 2022 edition), as it determines that "[a]*ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*", and Article R47 CAS Code. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Player.

47. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

48. The appeal was filed within the deadline of 21 days set by Article 57(1) FIFA Statutes. The Club complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

49. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

50. The Club submits that the applicable law for the present case consists of the regulations of FIFA and the CFA. However, in case CAS decides that the FIFA DRC had jurisdiction the FIFA RSTP (March 2023 edition) shall apply.

51. The Player does not agree with the Club that CAS should apply the regulations of the CFA. It is well-established CAS jurisprudence that in appeals against FIFA decisions, the applicable law is the FIFA RSTP and, subsidiarily, Swiss law.

52. Article R58 CAS Code provides as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

53. Article 56(2) FIFA Statutes provides the following:

> "*The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.*"

54. The Sole Arbitrator finds that, in accordance with Article R58 CAS Code, the present dispute is primarily governed by the applicable regulations, which are FIFA's regulations. This is confirmed in Article 56(2) FIFA Statutes, which also provides for the additional application of Swiss law. The Sole Arbitrator finds that there may hypothetically be scope for the application of the regulations of the CFA, but only insofar it concerns issues that are not addressed in the FIFA regulations and additionally in Swiss law. Insofar the Club invokes specific provisions of regulations of the CFA, the Sole Arbitrator will address the applicability of such provisions in the merits below.

55. As to the specific FIFA regulations applicable and the relevant edition thereof, the Sole Arbitrator finds that, since the Player lodged his claim on 6 October 2023, the FIFA

RSTP (March 2023 edition) applies, as also held in the Appealed Decision and which remained uncontested by the Parties.

IX. MERITS

A. The Main Issues

56. The main issues to be resolved by the Sole Arbitrator are the following:

   i. Can the Sole Arbitrator decide on the jurisdiction of the FIFA DRC without FIFA having been called as a respondent?
   ii. Did the FIFA DRC have jurisdiction to adjudicate and decide on the substance of the dispute between the Parties?
   iii. Did the Club have just cause to terminate the Employment Contract prematurely?
   iv. What are the consequences thereof?

i. Can the Sole Arbitrator decide on the jurisdiction of the FIFA DRC without having been called as a respondent?

57. The Player submits that the Appealed Decision is a vertical decision insofar it concerns the jurisdiction of the FIFA DRC and that FIFA should therefore have been called as a respondent, failing which the Club's appeal is to be dismissed. This is because the Player argues that the only competent party to defend and justify FIFA's decision on the competence of the FIFA DRC is FIFA.

58. The Sole Arbitrator finds that the FIFA DRC merely acted as a first-instance dispute resolution body in a purely horizontal dispute between the Player and the Club. FIFA itself had no interest in the outcome of such first-instance proceedings and was therefore not required to be summoned as a respondent in the present appeal arbitration proceedings.

59. The Sole Arbitrator fully subscribes himself to CAS jurisprudence which provides as follows in this respect:

> "*FIFA's decision not to uphold the contractually agreed jurisdiction clause does not alter the membership relations of either one of the Parties vis-à-vis FIFA but mainly alters their contractual rights and obligations vis-à-vis one another. Moreover, once FIFA made its decision, its power came to an end and FIFA can no longer dispose of the claim of the underlying dispute whilst the Parties can still reach a different agreement, amending partially or reaching an entirely different agreement than the content of the Appealed Decision, which is typical for horizontal disputes.*
>
> *Secondly, the Sole Arbitrator holds that the FIFA DRC acted as an (quasi-) adjudicative first instance body ruling upon its jurisdiction under the rules contained in the FIFA Statutes and FIFA RSTP and that such a situation does not differ from the situation in which a civil court, under the*

national laws and potentially international laws and directives such as the Lugano Convention and Brussels I Regulation, assesses its own jurisdiction. In the latter case, when a party does not agree with the ruling of a first instance civil court considering itself competent, and the party appeals such a ruling, it must not direct its appeal against nor include the first instance court as a respondent in its appeal. The same logic should apply to appeals before the CAS for what concerns purely jurisdictional issues.

Moreover, the Sole Arbitrator is comforted in reaching the above conclusion keeping in mind other CAS jurisprudence in which it was held that 'With regard to the allegation that FIFA should have been summoned by the Appellant as a necessary party in the present proceedings (in order for the Panel to adjudicate the issue of FIFA's jurisdiction), the Panel agrees with CAS consistent jurisprudence according to which in cases where FIFA merely acts as the legal body rendering the lower-instance decision, i.e. in cases which do not involve FIFA's disciplinary powers (so-called 'horizontal disputes'), as in the present case, FIFA has the opportunity to participate in the CAS proceedings but is not a necessary party, nor the Appellant has the burden to summon FIFA as a respondent (see CAS 2008/A/1705; CAS 2008/A/1708; CAS 2010/A/2289)' (CAS 2015/A/3896 at para. 89)." (CAS 2020/A/7144 Raja Club Athletic v. Léma Mabidi, paras. 97-99)

60. The CAS Award relied upon by FIFA (CAS 2016/A/4838) appears to be an outlier insofar as it is provided therein that "[d]*ecisions involving the application of* […] *jurisdiction* […] *fall within the 'vertical' criteria*".

61. The Sole Arbitrator finds that the afore-cited CAS Award issued in CAS 2020/A/7144 convincingly explains why the approach adopted in CAS 2016/A/4838 is not to be followed. The Sole Arbitrator finds that the better arguments speak in favour of following the approach set forth in CAS 2020/A/7144.

62. Should FIFA have had an interest in defending its position on the jurisdiction of the FIFA DRC in the Appealed Decision, it could have exercised its right to request its possible intervention in these appeal arbitration proceedings pursuant to Article R52.2 and R41.3 CAS Code, but FIFA explicitly renounced exercising such right by letter to the CAS Court Office dated 2 April 2024.

63. Consequently, the Sole Arbitrator finds that he can decide on the jurisdiction of the FIFA DRC without FIFA having been called as a respondent.

ii. Did the FIFA DRC have jurisdiction to adjudicate and decide on the substance of the dispute between the Parties?

64. Article 22(1)(b) FIFA RSTP provides as follows:

"*1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:*

[…]

b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs;"

65. Clause 13 of the Annex provides as follows:

> "*Any employment dispute between the Club and the Player shall fall under the exclusive jurisdiction of the National Dispute Resolution Chamber of the CFA and shall be resolved according to the applicable regulations of the CFA.*"

a) Voluntary deviation from the default competence of the FIFA DRC

66. To start with, the Sole Arbitrator finds that the wording of Clause 13 of the Annex leaves no doubt as to the joint wish of the Parties to submit any potential future employment-related disputes between them to the CFA NDRC.

67. However, the Player's submission that the Annex was a standard employment contract from which no deviation was possible, remained undisputed by the Club.

68. The Sole Arbitrator finds that a dispute resolution clause agreed upon in deviation from Article 22(1)(b) FIFA RSTP should be agreed upon voluntarily. In case of a standard employment contract, there is no voluntary agreement.

69. This may justified if such clause is included "*in a collective bargaining agreement applicable on the parties*". However, no evidence was presented suggesting that the CFA RSTP&NDRC formed part of any collective bargaining agreement. Rather, there appears to have been a sort of *de facto* agreement between the CFA and the PASP on the content of the CFA RSTP&NDRC before the CFA unilaterally amended the content thereof, which is fundamentally different from a collective bargaining agreement.

70. In the absence of a voluntary deviation from the default jurisdiction of the FIFA DRC on the basis of Article 22(1)(b) FIFA RSTP and considering the prejudice suffered by players who waive their access to the competence of the FIFA RSTP, as they thereby,

inter alia, waive their right to have certain minimum labour conditions respected that are provided for in the FIFA RSTP and their access to FIFA's private enforcement mechanism, the Sole Arbitrator finds that this cannot be considered to be a valid deviation from the default jurisdiction of the FIFA DRC as provided for in Article 22(1)(b) FIFA RSTP.

71. Consequently, already for this reason alone, the Sole Arbitrator finds that the FIFA DRC correctly accepted jurisdiction.

72. However, even if the above considerations would not have been decisive already, Article 22(1)(b) FIFA RSTP poses certain restrictions on the freedom of the Parties to refer disputes to an "*independent arbitration tribunal that has been established at national level within the framework of the association*". Indeed, such arbitration tribunal i) must be independent; ii) the arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties; iii) the arbitration tribunal must guarantee fair proceedings; and iv) respect the principle of equal representation of players and clubs.

73. It is particularly disputed between the Parties whether the fourth prerequisite (i.e., respecting the principle of equal representation of players and clubs) is satisfied by the CFA NDRC.

b) The principle of equal representation of players and clubs

74. With respect to the principle of equal representation of players and clubs set forth in Article 22(1)(b) FIFA RSTP, FIFA Circular No. 1010 provides as follows:

> "*The parties must have equal influence over the appointment of arbitrators. This means for example that every party shall have the right to appoint an arbitrator and the two appointed arbitrators appoint the chairman of the arbitration tribunal. The parties concerned may also agree to appoint jointly one single arbitrator. Where arbitrators are to be selected from a predetermined list, every interest group that is represented must be able to exercise equal influence over the compilation of the arbitrator list.*"

75. It is not in dispute between the Parties that the CFA NDRC currently has members directly representing clubs, but no members directly representing players. This is apparently because the PASP refused to appoint new members to the CFA NDRC after the two player representatives stepped down from their role and a dispute arose between the CFA and the PASP.

76. The PASP submits that it refused to appoint new members for the CFA NDRC because it disagreed with unilateral amendments having been implemented in the CFA RSTP&NDRC by the CFA without the consent of the PASP, resulting in a dispute between the CFA and the PASP.

77. The Sole Arbitrator finds that the nature of such dispute between the CFA and the PASP largely falls outside the scope of the present litigation. Indeed, although witnesses from both entities were heard, neither the CFA nor the PASP are parties to the present appeal arbitration proceedings. The Sole Arbitrator will therefore limit himself to assessing whether the application of the construction set forth in Article 22(4) of the CFA RSTP&NDRC satisfies the principle of equal representation of players and clubs.

78. Article 22(4) of the CFA RSTP&NDRC (entitled "*Composition and operation of NDRC*") provides as follows:

> "*The National Dispute Resolution Committee (NDRC) will be formed in a body from the following members at least fifteen days before the expiration date of the term of the previous NDRC:*
>
> *a) two members of the the* [sic] *NDRC, will be elected by the Board of Directors of CFA and two members of the NDRC will be elected by PFA with a procedure that will be decided in common.*
>
> *b) if The Board of Directors of CFA and/or PFA deny or neglect to appoint any member of the NDRC, within the specified time limit, then the respective president of the Pancyprian Bar Association will appoint a member or members based on the case.*
>
> *c) the four elected or appointed members of the NDRC, must then within fifteen days to elect the President and Vice- President of the NDRC. Provided that, the President and the Vice-President of the NDRC will not come from the four already elected or appointed members. The decision must be unanimously for the appointment of the President or Vice-President of the NDRC.*
>
> *d) in case that the four members of the NDRC, are not able to elect President or Vice-President of the NDRC, respectively, with the specified time limit that is specified in the present Regulation, then the respective president of the Pancyprian Bar Association will appoint within fifteen days the President and/or Vice-President of the NDRC.*
>
> *e) the NDRC will meet with the presence of at least three (3) members including the President or the Vice- President. In all cases, a quorum will be formed only when in a meeting of the NDRC, an equal number of members will be present from the Board of Directors of CFA and PFA and the President or Vice-President of NDRC.*

> 2. *Until the new members are elected, all duties of the NDRC shall be performed by the previous members and all matters which are already under discussion or all cases which are already on hearing, shall be discussed and decided by the previous NDRC.*
>
> 3. *Prior to their appointment or election, the candidate members of the National Dispute Resolution Committee must notify the Board of Directors of CFA of any interest they may have, whether direct or indirect in relation to any club, player or attorney presenting himself before the NDRC and must also state in writing that they possess the qualifications specified in the paragraph 22.5 herein below.*"

79. The Sole Arbitrator finds that the appointment of members to the CFA NDRC by the Cyprus Bar Association, *in lieu* of any appointment by the PASP, is not *per se* illegal. However, the Club also did not prove that such system was explicitly and formally approved by FIFA. Indeed, despite a request of the Sole Arbitrator to corroborate such contention with evidence, the Club failed to provide any confirmation in writing. Also, the Club's allegation that FIFA verbally approved the CFA RSTP&NDRC remained unsubstantiated by any evidence.

80. The Sole Arbitrator finds that the members appointed by the Cyprus Bar Association are presumed to be independent and notes that no evidence was adduced by the Player suggesting that they are not. The system set forth in Article 22(4)(2)(b) was apparently agreed upon between the CFA and the PASP in 2014, as acknowledged by the Player.

81. However, this was not part of any collective bargaining agreement and, to the extent that there was an agreement between the CFA and the PASP, the Sole Arbitrator finds that such agreement could in principle not be unilaterally amended by either side. The CFA however does not dispute that it made certain unilateral amendments, following which the PASP withdrew its consent, as a consequence of which no agreement is currently in place.

82. In view of the dispute, the Sole Arbitrator finds that it can no longer be said that the CFA RSTP&NDRC is a set of rules mutually agreed upon between the CFA and the PASP. Accordingly, the CFA RSTP&NDRC, including the system by means of which the Cyprus Bar Association is to appoint members of the CFA NDRC *in lieu* of the PASP, is unilaterally imposed.

83. The Sole Arbitrator finds that the mere fact that a dispute arose between the CFA and the PASP after the introduction of the afore-mentioned system does not automatically render the system incompliant with the requirements of Article 22(1)(b) FIFA RSTP. However, the Sole Arbitrator finds that, once the CFA NDRC was confronted with the resignation of the two player representatives and the PASP refused to appoint new members because of the dispute, the principle of equal representation was simply no longer respected after the Cyprus Bar Association appointed two members *in lieu* of the PASP.

84. The mere fact that the CFA and the PASP may initially have anticipated such situation and agreed on a system that would break the deadlock in the functioning of the CFA NDRC in case either the CFA or the PASP refused to appoint new members of the CFA NDRC when required does not make this any different. Indeed, this system was no longer agreed upon by PASP after the CFA had unilaterally changed the CFA RSTP&NDRC.

85. Also, a system whereby an NDRC would only have neutral members may well be independent, but this does not necessarily mean that the principle of equal representation of players and clubs is respected.

86. What is more, whether an NDRC is considered compliant with the requirements set forth in Article 22(1)(b) FIFA RSTP is not a permanent situation. A decision on whether the relevant prerequisites are met does not have an *erga omnes* effect. Rather, it is to be determined on a case-by-case basis.

87. In view of the specific circumstances advanced by the Parties in the matter at hand, the Sole Arbitrator finds that the principle of equal representation of players and clubs is not respected by the CFA NDRC, because its current members either represent clubs or they are independent, but no members are appointed by the PASP.

88. The Sole Arbitrator finds that the Player should not suffer any disadvantages from the PASP's decision not to appoint new player representatives on the CFA NDRC and be forced to submit a dispute with the CFA NDRC while the principle of equal representation was no longer respected.

c) The operationality of the CFA NDRC

89. What is more, the Sole Arbitrator finds that the Player factually established that one of the player representatives in the CFA NDRC resigned at the latest on 7 June 2023, with another player representative resigning shortly thereafter, and that new replacement members were only appointed through the Cyprus Bar Association on 13 October 2023. Accordingly, when the Player filed his claim with the FIFA DRC on 6 October 2023, the CFA NDRC was not operational.

90. The CFA NDRC may have been operational in the sense that claims could be accepted by the CFA administration, but no cases could be ruled upon, because the quorum of the CFA NDRC to adjudicate and decide on disputes was not satisfied.

91. The Sole Arbitrator finds that, also for this reason, at the relevant point in time, the CFA NDRC could not be considered as the forum with exclusive jurisdiction in the dispute between the Parties. Rather, the Sole Arbitrator finds that, in the absence of an operational CFA NDRC, the Player could fall back on Article 22(1)(b) FIFA RSTP and refer the dispute to the competence of the FIFA DRC.

d) Conclusion

92. Consequently, the Sole Arbitrator comes to the conclusion that the CFA NDRC did not satisfy the prerequisite of equal representation of players and clubs and that the Parties agreement in Clause 13 of the Annex was therefore not a valid deviation from the default jurisdiction of the FIFA DRC in employment-related dispute of an international dimension set forth in Article 22(1)(b) FIFA RSTP. What is more, at the time the Player filed his claim with the FIFA DRC, the CFA NDRC was not operational.

93. Accordingly, the FIFA DRC correctly accepted jurisdiction to adjudicate and decide on the substance of the dispute between the Parties

iii. Did the Club have just cause to terminate the Employment Contract prematurely?

94. It is not disputed by the Club that it terminated the Employment Contract prematurely without just cause on 10 August 2023.

iv. What are the consequences thereof?

95. In light of the above conclusions, the Sole Arbitrator will assess whether the Player is entitled to receive any outstanding remuneration from the Club and whether any compensation for breach of contract is to be paid.

a) Outstanding remuneration

96. With respect to the Player's claim for outstanding remuneration, the FIFA DRC decided in the Appealed Decision that the Club, in accordance with the principle of *pacta sunt servanda*, was liable to pay the Player EUR 52,000 net as outstanding remuneration. This amount corresponds to the remainder of the sign-on fee instalment that fell due on 20 July 2023 in the amount of EUR 50,000 net, as well as one instalment of accommodation allowance in the amount of EUR 2,000 net that fell due on 31 July 2023, plus interest.

97. The Club did not submit any specific arguments as to why such calculation would be incorrect or why such amount should not be due to the Player.

98. The Sole Arbitrator finds it reasonable and fair that the Club pays the Player the remuneration that was outstanding at the time the Club terminated the Employment Contract, i.e., on 10 August 2023. This comprises an amount of EUR 52,000 net.

99. Since the sign-on fee fell due on 20 July 2023, interest started to accrue over the amount of EUR 50,000 net as from 21 July 2023.

100. Since the accommodation allowance fell due on 31 July 2023, interest started to accrue over the amount of EUR 2,000 net as from 1 August 2023.

101. Article 73(1) of the Swiss Code of Obligations (the "SCO"), which is subsidiarily applicable in the matter at hand, provides as follows:

> "*Where an obligation involved the payment of interest but the rate is not set by contract, law or custom, interest is payable at the rate of 5% per annum.*"

102. Consequently, the Sole Arbitrator decides that, in confirmation of what was pronounced in the Appealed Decision, interest at a rate of 5% *per annum* is due over the amount of EUR 50,000 net as from 21 July 2023 and over the amount of EUR 2,000 net as from 1 August 2023.

b) The Regulatory Framework applicable to Awarding Compensation for Breach of Contract

103. Having established that the Club terminated the Employment Contract without just cause on 10 August 2023, the Sole Arbitrator will now deal with the issue of compensation for breach of contract.

104. The Sole Arbitrator notes that the amount of compensation for breach of contract to be paid by the Club to the Player is to be quantified on the basis of Article 17(1) FIFA RSTP. Article 17(1) FIFA RSTP provides as follows:

> "*The following provisions apply if a contract is terminated without just cause:*
>
> 1. *In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.*
>
>   *Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:*
>
>   i. *in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;*
>
>   ii. *in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in*

addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

iii. *Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.*"

105. The Sole Arbitrator takes due note of previous CAS jurisprudence establishing that the purpose of Article 17(1) FIFA RSTP is to reinforce contractual stability, i.e. to strengthen the principle of *pacta sunt servanda* in the world of international football, by acting as a deterrent against unilateral contractual breaches and terminations, be it breaches committed by a club or by a player (CAS 2008/A/1519-1520, para. 80, with further references to: CAS 2005/A/876, p. 17*:* "[…] *it is plain from the text of the FIFA Regulations that they are designed to further 'contractual stability'* […]*"*; CAS 2007/A/1358, para. 90; CAS 2007/A/1359, para. 92: *"*[…] *the ultimate rationale of this provision of the FIFA Regulations is to support and foster contractual stability* […]"; confirmed in CAS 2008/A/1568, para. 6.37).

106. In respect of the calculation of compensation in accordance with Article 17(1) FIFA RSTP and the application of the principle of "*positive interest*", the Sole Arbitrator follows the framework set out by a previous CAS panel as follows:

> "*When calculating the compensation due, the judging body will have to establish the damage suffered by the injured party, taking in consideration the circumstances of the single case, the arguments raised by the parties and the evidence produced. Of course, it is the injured party that requests compensation who bears the burden of making, as far as possible, sufficient assertions and who bears as well the burden of proof.*
>
> *As it is the compensation for the breach or the unjustified termination of a valid contract, the judging authority shall be led by the principle of the so-called positive interest (or "expectation interest"), i.e. it will aim at determining an amount which shall basically put the injured party in the position that the same party would have had if the contract was performed properly, without such contractual violation to occur. This principle is not entirely equal, but is similar to the praetorian concept of in integrum restitution, known in other law systems and that aims at setting the injured party to the original state it would have if no breach had occurred.*
>
> *The fact that the judging authority when establishing the amount of compensation due has a considerable scope of discretion has been accepted*

both in doctrine and jurisprudence (cf. CAS 2008/A/1453-1469, N 9.4; CAS 2007/A/1299, N 134; CAS 2006/A/1100, N 8.4.1. In relation to Swiss employment law, see Streiff/von Kaenel, Arbeitsvertrag, Art. 337d N 6, and Staehelin, Zürcher Kommentar, Art. 337d N 11 – both authors with further references; see also Wyler, Droit du travail, 2nd ed., p. 523; see also the decision of the Swiss Federal Tribunal BGE 118 II 312f.) (...).

The principle of the "positive interest" shall apply not only in the event of an unjustified termination or a breach by a player, but also when the party in breach is the club. Accordingly, the judging authority should not satisfy itself in assessing the damage suffered by the player by only calculating the net difference between the remuneration due under the existing contract and a remuneration received by the player from a third party. Rather, the judging authority will have to apply the same degree of diligent and transparent review of all the objective criteria, including the specificity of sport, as foreseen in art. 17 FIFA Regulations." (CAS 2008/A/1519-1520, para. 85 *et seq.* of the abstract published on the CAS website).

107. Considering the development in CAS jurisprudence, this is now the common approach adopted by CAS panels (see, *inter alia*, CAS 2018/A/6017, CAS 2017/A/5366, CAS 2016/A/4843, CAS 2015/A/4046 & 4047, CAS 2015/A/4346, CAS 2010/A/2146 & 2147 and CAS 2008/A/1519 & 1520). As such, CAS panels have a considerable discretion in determining the amount of compensation to be paid, which has been accepted in CAS jurisprudence (see, *inter alia*, CAS 2018/A/6017 and CAS 2018/A/5607).

108. The Sole Arbitrator finds that the legal framework set out above and the principle of positive interest are applicable to the present case and adheres thereto. Against this background, the Sole Arbitrator will proceed to assess the Player's objective damages, before applying its discretion in adjusting this total amount of objective damage to an appropriate amount of damages, if deemed necessary, in particular in considering the Club's argument that the Player intentionally failed to mitigate his damages, as a result of which the amount of compensation for breach of contract otherwise payable is to be reduced.

c) The Residual Value of the Employment Contract

109. In view of the above, the Sole Arbitrator is satisfied that the Player is entitled to compensation for breach of contract by the Club on the basis of Article 17(1) FIFA RSTP, in light of the principle of positive interest as specified above and with due consideration of the duty to mitigate damages according to Swiss law which is consistent with CAS jurisprudence.

110. At the outset, the Sole Arbitrator notes that, according to the FIFA DRC, the residual value of the Employment Contract comprised an amount of EUR 529,333.41 net (comprised of 23 months of salary in the amount of EUR 16,666.67 net, 23 months of housing allowance in the amount of EUR 2,000 net, and EUR 100,000 net as a sign-on fee).

111. From this amount, the Club only challenges the amount of EUR 46,000 (23 x EUR 2,000) that was awarded as housing allowance.

112. The Club submits that the Player was only entitled to housing allowance until the termination of the Employment Contract, because the Player left Cyprus in August 2023 and because he therefore did not incur any expenses in relation to his accommodation in Cyprus as from such moment, or at least the Player failed to prove to have incurred such expenses. According to the Club, the housing allowance therefore cannot be taken into consideration for the calculation of the amount of compensation to be awarded.

113. The Player submits that, as expressly stated in Article 17(1) FIFA RSTP since June 2018, the residual value of a player's contract includes not only his residual salary but also other benefits due to him, one of which is the accommodation allowance. As stated in Clause 3 of the Supplementary Agreement, the housing allowance is to be considered as a benefit / bonus to be paid in addition to the agreed remuneration.

114. The Sole Arbitrator notes that Article 17(1) FIFA RSTP does not refer to "residual salary" under an employment contract, but to "residual value" of an employment contract.

115. Clause 3 of the Supplementary Agreement provides as follows:

> "*Additionally, to the remuneration agreed in paragraph 2 of the present agreement and the remunerations agreed in the Employment Contract signed between the two Parties on 31/08/2022, the Player shall be entitled to receive the following benefits and/or bonuses during the period of his Employment Contract according to the following cases:*
>
> *a) The total amount of €2,000.00 (Euro Two Thousand) net per month for house allowance.*
>
> […]"

116. The Sole Arbitrator notes that the payment of the housing allowance of EUR 2,000 per month is not made subject to the fulfilment of any precondition. Indeed, it is for example not specified that the Player is required to pay back the balance in case he finds housing for less than EUR 2,000 per month, or that the housing allowance is only payable as long as the Player lives in Cyprus.

117. The Sole Arbitrator finds that the Club, by terminating the Employment Contract without just cause, illegitimately deprived the Player of this housing allowance of EUR 2,000 per month.

118. For example, the Player could have used the housing allowance to live in Algeria while registered with USMK, as no housing allowance is granted to the Player under the USMK Employment Contract.

119. The Sole Arbitrator therefore finds that the amount of EUR 46,000 falls under the residual value of the Employment Contract at the moment of termination and that the lack of payment thereof comprises an objective financial damage for the Player.

120. Consequently, the Sole Arbitrator finds that the housing allowance of EUR 46,000 is a damage incurred by the Player that is to be compensated by the Club on the basis of Article 17(1) FIFA RSTP. The residual value of the Employment Contract therefore amounted to EUR 498,731.41 net, as correctly determined by the FIFA DRC.

d) Mitigation of the Residual Value of the Employment Contract

121. On 9 September 2023, the Player signed the USMK Employment Contract, valid as from the date of signing until 30 June 2025. Pursuant to the USMK Employment Contract, the Player was entitled to a net monthly salary of Algerian Dinar ("DZD") 187,00 net, which was held to equate to approximately EUR 1,391 net in the Appealed Decision. Given that the USMK Employment Contract overlapped with the Employment Contract for a period of 22 months, the FIFA DRC determined that the Player had mitigated his damages by an amount of EUR 30,602 net (EUR 1,391 x 22).

122. However, during the hearing, the Player unequivocally testified that his monthly salary with USMK was not EUR 1,391 net per month, but EUR 5,000. Although the Player did not specifically confirm that his salary of EUR 5,000 was net or gross, the Sole Arbitrator infers that it was net, as this amount replaced the amount of EUR 1,391, which was a net amount. The Sole Arbitrator finds that, should the amount of EUR 5,000 have been a gross amount, the Player should have proven this, which he did not.

123. Pursuant to Article 17(1)(ii) FIFA RSTP, "*in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early*".

124. On this basis, the Sole Arbitrator finds that the Player did not mitigate his damages with an amount of EUR 30,602, but with an amount of EUR 110,000 (EUR 5,000 x 22).

125. With respect to the Club's argument that the Player failed to mitigate his damages, the Sole Arbitrator finds that this argument is to be dismissed as it is simply not true. Indeed, the Sole Arbitrator finds that a mitigation of EUR 110,000 on an amount of damages of EUR 498,731.41 is significant.

126. What is more, the Sole Arbitrator finds that the Player was also quick to mitigate his damages, by finding alternative employment approximately a month after his employment relationship with the Club was terminated prematurely.

127. Insofar the Club submits that the Player intentionally failed to mitigate his damages by agreeing to mutually terminate the USMK Employment Contract before its natural expiration, the Sole Arbitrator finds that also this argument is to be dismissed.

128. Regardless of whether the Player agreed to mutually terminate the USMK Employment Contract early, in the Appealed Decision the FIFA DRC deducted the entire value of the USMK Employment Contract from the compensation for breach of contract otherwise payable, even though the Player was apparently only paid two monthly salaries by USMK.

129. The Sole Arbitrator finds that the approach of the FIFA DRC in this respect was reasonable. Indeed, the Player had a fiduciary duty towards the Club to try and mitigate his damages in good faith. In the absence of any convincing evidence presented by the Player demonstrating that he agreed to terminate the USMK Employment Contract for good reasons, he could not simply terminate the USMK Employment Contract at will, because such decision would eventually be prejudicial for the Club.

130. This principle is also incorporated in Article 337c(2) SCO:

> "*Such damages are reduced by any amounts that the employee saved as a result of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentionally foregone such work.*"

131. Indeed, in the absence of convincing evidence to the contrary, the Sole Arbitrator finds that the Player, by agreeing to mutually terminate the USMK Employment Contract after two months, the Player had "*intentionally foregone such work*", as a consequence of which the foregone salary is in principle nonetheless to be taken into account as a mitigation.

132. The Player also did not object to the methodology applied by the FIFA DRC in the Appealed Decision to deduct the entire value of the USMK Employment Contract, despite the fact that it only remained in force for approximately two months. The mere fact that the mitigated amount increased, because it came to light in the present appeal arbitration proceedings that the Player's monthly remuneration was not EUR 1,391 net, but EUR 5,000 net per month, does not make the methodology applied in the present appeal arbitration proceedings any different from the one applied by the FIFA DRC in the Appealed Decision.

133. In view of the above, the Sole Arbitrator finds that the Player is presumed to have mitigated his damages by an amount of EUR 110,000, resulting in an amount of compensation for breach of contract to be paid by the Club to the Player in the amount of EUR 388,731.41.

134. Insofar the Club seeks a reduction of 30% to be applied, because the Player's alleged failure to mitigate his damages, the Sole Arbitrator finds that this argument is to be dismissed, because the Player actually succeeded in mitigating his damages considerably.

135. Finally, on the basis of the afore-mentioned Article 339(1) SCO, the Sole Arbitrator finds that the Club is in principle required to pay interest at a rate of 5% *per annum* over the amount of EUR 388,731.41 net as from 11 August 2023 (i.e. the day following the

day on which the Employment Contract was terminated by the Club) until the date of effective payment.

B. Conclusion

136. Based on the foregoing, the Sole Arbitrator holds that:

    i) The Sole Arbitrator can decide on the jurisdiction of the FIFA DRC without FIFA having been called as a respondent.
    ii) The FIFA DRC correctly accepted jurisdiction to adjudicate and decide on the substance of the dispute between the Parties.
    iii) The Club terminated the Employment Contract without just cause on 10 August 2023.
    iv) The Club shall pay to the Player an amount of EUR 52,000 as outstanding remuneration, plus interest as awarded in the Appealed Decision.
    v) The Club shall pay to the Player an amount of EUR 388,731.41 net as compensation for breach of contract, plus interest as awarded in the Appealed Decision.

137. In view of the reduction of the amount awarded as compensation for breach of contract of approximately EUR 100,000, the Club's appeal is partially upheld.

138. All other and further motions or prayers for relief are dismissed.

X. COSTS

(…).

* * * * * * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 22 March 2024 by Aris Limassol FC against the decision issued on 11 January 2024 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is partially upheld.

2. The decision issued on 11 January 2024 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is confirmed, save for paragraph 3, which shall provide as follows:

   The Respondent, Aris Limassol, must pay to [Mr Abdeljalil Medioub] the following amount(s):

   - EUR 50,000 net as outstanding remuneration plus 5% interest p.a. as from 21 July 2023 until the date of effective payment;

   - EUR 2,000 net as outstanding remuneration plus 5% interest p.a. as from 1 August 2023 until the date of effective payment;

   EUR 388,731.41 (three hundred eighty-eight thousand seven hundred thirty-one Euros and forty-one cents) net as compensation for breach of contract without just cause plus 5% interest p.a. as from 11 August 2023 until the date of effective payment.

3. (…).

4. (…).

5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 15 January 2025

THE COURT OF ARBITRATION FOR SPORT

Patrick Lafranchi
Sole Arbitrator