CAS 2024/A/10505 Adana Demirspor v. Goran Karacic

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Fabio **Iudica**, Attorney-at-Law, Milan, Italy
Arbitrators: Mr Patrick **Grandjean**, Attorney-at-Law in Belmont, Switzerland
Mr João **Noguera Da Rocha**, Attorney-at-Law in Lisbon, Portugal

in the arbitration between

Yukatel Adana Demirspor A.S., Turkey

Represented by Mr Juan de Dios Crespo Pérez, Attorney-at-Law at Ruiz-Huerta & Crespo Sports Lawyers, Valencia, Spain and Mr Ragip Umur Varat, Attorney-at-Law at Varat & Kuruloğlu Law Firm, Istanbul, Turkey

- Appellant -

and

Goran Karacic, Bosnia-Herzegovina

Represented by Mr Anil Dinçer, Attorney-at-Law, London, United Kingdom

- Respondent -

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I. INTRODUCTION

1. This appeal is brought by Yukatel Adana Demirspor A.S., against the decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal (also referred to as the "DRC" or the "Chamber") on 21 March 2024 regarding an employment-related dispute concerning the player Goran Karacic (the "Appealed Decision").

II. THE PARTIES

2. Yukatel Adana Demirspor A.S. (the "Appellant" or the "Club") is a professional football club with its registered office in Adana, Turkey, competing in the Turkish Süper Lig. The Club is a member of the Turkish Football Federation (the "TFF"), which in turn is affiliated to the Fédération Internationale de Football Association ("FIFA").

3. Mr Goran Karacic (the "Respondent" or the "Player") is a professional football player, namely a goalkeeper, of Bosnian nationality, born in Mostar, Bosnia-Herzegovina, on 18 August 1996.

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

III. FACTUAL BACKGROUND AND THE FIFA PROCEEDINGS

A. BACKGROUND FACTS

5. Below is a summary of the main relevant facts and allegations based on the Parties' written submissions, and the evidence examined in the course of the proceedings. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in the Award only to the submissions and evidence it considers necessary to explain its reasoning.

6. On 3 August 2022, the Player signed an employment contract with the Club as a professional, to be valid for three sporting seasons, as from the date of signing until 31 May 2025, with the possibility of renewal for a further sporting season subject to the Club's proposal (the "Employment Contract").

7. According to Article 3 of the Employment Contract, the Player was entitled to an annual salary of EUR 300,000, for each of the three sporting seasons, payable in 10 equal monthly instalments of EUR 30,000 each, from September to June, as well as EUR 10,000 for accommodation, car, and travel expenses, plus a contingent payment of an additional EUR 1,000 as a match bonus under certain conditions ("*for every league match which he shall be on the starting squad (first 11) and if the Club shall not concede a goal in that match*").

8. In addition, according to the "Special Provisions" section of Article 3, the Club undertook to pay to the Player the following guaranteed annual bonus on 30 June of each sporting season:

   - Sporting season 2022/2023: EUR 50,000

- Sporting season 2023/2024: EUR 75,000

- Sporting season 2024/2025: EUR 100,000.

9. On 12 September 2023, the Club sent a letter to the Player with subject "*Permission*", reading as follows:

"*With your request, you have been granted a temporary permission which will be valid between **September 12, 2023 and September 13, 2023**.*

There is no harm in not participating in the events such as Professional A Team training, camps, matches, organizations etc. or not being in Adana within the specified period.

*At the end of the period, we kindly ask you to be ready for the training at Adana Demirspor Facilities (Sinanpaşa Mah. Haci Sabanci Blv. No:31/Z01 Yüreğir/Adana/Türkiye) on **September 14, 2023** without any further notification*" (emphasis in original).

10. On 14 September 2023, the Club sent an identical letter to the Player regarding the period between 14 and 15 September 2023 and the request to resume training on 16 September 2023 (the two letters from the Club are hereinafter referred to as the "Permission Letters").

11. Later on, the same day, the Player sent a warning letter to the Club through his lawyer making reference to the Permission Letters, stating the following in the relevant part:

"*On 12.09.2023, Mr. Karacic has been informed by your Club's representatives that he is not allowed to attend first team trainings on 12.09.2023 and 13.09.2023. Mr. Karacic has requested official document for the Club's decision and the Club has provided him permission letter. In accordance with this permission letter, Mr. Karacic will maintain to do training with the first team on 14.09.2023. However, your Club has provided him another permission letter on 14.09.2023 and informed him not to attend first team trainings again on 14.09.2023 and 15.09.2023.*

Mr. Karacic could not do training with the first team due to the Club's decision which does not include any valid reason and detailed explanation.

Mr. Karacic has never requested any permission from your Club not to attend first team trainings and he would like to attend all first team trainings without missing any of them. However, your Club's actions are unlawful and clearly in breach of the FIFA rules and regulations, as well as FIFA and CAS studies.

[…]

In accordance with the FIFA and CAS studies, the Club's obligation toward to the Players are not only paying their salaries, also giving them opportunity to do training with the first team and participate in matches. There are plenty of FIFA and CAS in this regard.

For this reason, we are kindly requesting your Club not to give any other permission letter to Mr. Karacic and immediately re-integrate him to the first team trainings as starting from tomorrow.

Otherwise, even if it is not preferred, Mr. Karacic will not hesitate to initiate all necessary legal actions in accordance with the FIFA rules and regulations".

12. On 19 September 2023, the Player sent a letter by e-mail to the TFF, asking for confirmation of his registration with the Club for the sporting season 2023/2024 and whether he was included in the Club's A team list.

13. The Player did not receive any direct reply from the TFF.

14. However, on 22 September 2023, the TFF published on its website the list of Football Players for Official A teams of Clubs in the 2023/2024 sporting season which shows that the Player was not included in the Club's A team.

15. On 25 September 2023, the Player, through his lawyer, sent a letter to the Club, terminating the Employment Contract, with immediate effect, on the basis of, *inter alia,* the following allegations (the "Letter of Termination"):

"*Your Club has failed to register Mr. Karacic on the A team list and more importantly, your Club has never informed Mr. Karacic about his de-registration before and after this unlawful decision which is to seriously affect Mr. Karacic's sporting career and an attempt to depreciate his market value. Mr. Karacic has learnt his de-registration from the social media and the Turkish Football Federation's website on 22.09.2023.*

Your Club has seriously breached the Contract and as an employer, your Club has not fulfilled its duty to protect the personality rights of Mr. Karacic - as an employee. It must be known that the fundamental rights of the football players under the employment agreement is to be given the possibility to compete with his fellow teammates in the team's official matches.

[…]

Given the above, on behalf of the Player we hereby inform the Club that the Player now exercises his right to unilaterally terminate the Contract with its immediate effect".

16. In this regard, the Player complained that the Club's decision not to register him prevented him from being eligible to play for the Club in the official league matches of the 2023/2024 sporting season until at least 11 January 2024, i.e., the following transfer and registration period under the TFF, which constituted a serious breach of contract by the Club.

17. In the Letter of Termination, the Player also referred to the fact that three other goalkeepers had been registered with the Club for the 2023/2024 sporting season – which is also the maximum number of goalkeepers that can be registered in the A team list according to the applicable TFF regulations - one of whom was transferred to the Club on 8 September 2023, allegedly for the position of Mr Karacic.

18. On 13 October 2023, the Club replied to the Player's Letter of Termination, denying that the Player had a just cause for termination, resulting in the Employment Contract being terminated in violation of the FIFA Regulations for the Status and Transfer of Players (the "RSTP").

19. The following is a summary of the Club's reply.

20. First, the Club admitted that another goalkeeper, Mr Shahrudin Mahammadaliyev had been employed "*as a competitor of Mr. Karacic*", but claimed that this decision was due to the fact that other clubs were interested in the Player which was also the reason why the Club had provided him with the two Permission Letters, allowing him to be absent from the Club in order to negotiate with said potentially interested third parties. In view of the above, the Club denied having excluded the Player from any activities of the first team and affirmed that the two Permission Letters only granted the Player a leave from training. With regard to the failure to register the Player, the Club stated the following:

"*At the end of the TFF registration period, no agreement was found with a third-party club as to transfer Mr. Karacic's services. Considering our Client had already employed a competing keeper a decision had to [be] made regarding the amount of foreign players to be registered for the period 16.09.2023 until 11.01.2024, i.e. for a period of 117 days.*

Upon deciding that Mr. Karacic would temporarily not be registered, our Client informed him of such decision. Our Client clarified during the meeting with Mr. Karacic that his services were valued and required during training between 16.09.2023 and 11.01.2024 and thereafter as a registered player of the club.

Indeed, our Client confirmed to Mr. Karacic that a solution would be found in order for him to be registered again during the upcoming TFF registration period. Mr Karacic did not protest and accepted his non-registration. Moreover, no formal letter protesting the non-registration or requesting registration was received by our Client".

21. In addition, in the same letter of 13 October 2023, the Club also disputed that the Player had not sent any prior warning before terminating the Employment Contract and concluded that the Player's termination was not based on just cause. Finally, the Club invited the Player to find an amicable solution to the matter: "*We would also like to inform you that we can ignore your termination without just cause and register you on 11 January 2024 in exchange for signing a new employment contract*".

22. On 20 October 2023, the Player lodged a claim before FIFA against the Club for breach of contract and requested the payment of EUR 795,000 net as compensation, including salaries, guaranteed bonuses and expenses as per the Employment Contract, an additional compensation of EUR 90,000 net for sporting and financial damages plus 5% interest from the date of the claim.

B. THE FIFA PROCEEDINGS

23. In the FIFA proceedings, the Player claimed that the Club had failed to fulfil its contractual obligations by excluding him from training and not registering him on the A team list, thus giving him just cause to terminate the Employment Contract.

24. On 22 November 2023, the Club filed its reply to the Player's claim stating the following: the Club had a genuine interest in the Player and has also complied with all the financial obligations towards the Player; the de-registration from the A team list had been agreed upon with the Player due to the interest of third clubs in the Player's services and the fact that the Club had exceeded the TFF quota for foreign players; the Player had not been prevented from participating in the training session. In any case, the Club was entitled to decide whether the Player would play in the first team or in the reserve team, and the Player was still eligible to play in the reserve team. The Club also claimed that the Player had a history of unilaterally terminating employment contracts with clubs in bad faith. In conclusion, the Club filed a counterclaim against the Player and his new club, requesting payment of EUR 750,000 as compensation corresponding to the residual value of the Employment Contract, as well as a contribution towards the legal fees incurred by the Club.

25. In his replica, the Player confirmed that the Club had failed to fulfil its financial obligations, that he had not been informed of, nor had consented to, his de-registration and that no meeting or communication with the Club ever took place in that regard.

26. In its rejoinder, the Club maintained that the Player's attempt to misrepresent the Permission Letters was contradicted by the WhatsApp correspondence between the Parties and insisted that there was an agreement to de-register the Player temporarily until the next transfer window for optimal preparation.

27. On 4 January 2024, the Player concluded a new employment contract with the Bosnian club HSK Zrinjski Mostar, valid from the date of signature until 31 December 2024.

28. On 21 March 2024, the FIFA DRC rendered the Appealed Decision by which the Player's claim was accepted, as follows:

"*1. The claim of the Claimant, Goran Karacic, is accepted.*

2. The Respondent, Yukatel Adana Demirspor A.S., must pay to the Claimant the following amounts:

***- EUR 60,000 as outstanding remuneration** plus 5% interest p.a. as from 25 September 2023 until the date of effective payment;*

***- EUR 728,870 as compensation for breach of contract without just cause** plus 5% interest p.a. as from 25 September 2023 until the date of effective payment.*

3. Any further claims of the Claimant are rejected.

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

5. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, 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 Respondent 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 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.

6. The consequence ***shall only be enforced at the request of the Claimant*** *in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*

7. This decision is rendered without costs." (emphasis in original)

IV. SUMMARY OF THE APPEALED DECISION

29. The grounds of the Appealed Decision were served to the Parties on 22 March 2024. They can be summarized as follows.

30. Firstly, the DRC considered that, in principle, it was competent to decide the present case, which involves an employment-related dispute with an international dimension between a Bosnian player and a Turkish club, based on the provision of Article 23(1), in combination with Article 22 lit. b) of the FIFA RSTP, October 2022 edition.

31. Then, the DRC recalled the basic principle of the burden of proof, as stipulated in Article 13(5) of the Procedural Rules Governing the Football Tribunal.

32. With regard to the merits, the DRC considered that the present case involves the Player's unilateral termination due to the Club's failure to register him for the season 2023-2024 and in this regard, recalled that according to FIFA's longstanding jurisprudence, "*by refusing to register a player, a club is effectively barring, in an absolute manner, the potential access of a player to competition and, as such, violating one of his fundamental rights as a football player*"

33. The Chamber also considered that the Club's argument in relation to the quota of foreign players, rather than justifying the Club's conduct, demonstrated a lack of planning on the part of the Club, for which the Player could not be held liable.

34. Furthermore, the Club's allegation that the Player had consented to his deregistration lacked clear and unequivocal evidence as it was also contradicted by the Player's reaction, which emphasized his disagreement, as well as the Player's request to the TFF, which demonstrated a lack of acknowledgement or acceptance of the said deregistration.

35. Therefore, the Chamber concluded that the Player's decision to terminate the Employment Contract was justified under FIFA's jurisprudence as the refusal to register a player was a direct violation of the Player's fundamental rights.

36. As to the consequences of the Club's breach, the DRC decided that the Club was liable to pay to the Player the amounts which were outstanding at the moment of termination, i.e. EUR 60,000 corresponding to the Player's salaries for the months of August and September 2023, plus 5% interest from the date of termination until the date of effective payment, in consideration of the Player's request and in accordance with the Chamber's constant practice.

37. As to the calculation of the compensation for breach, the DRC referred to Article 17(1) of the FIFA RSTP and, in the absence of a specific compensation clause in the Employment Contract, the residual value of the latter, equivalent to EUR 735,000, including salaries, guaranteed bonuses and expenses, was taken into consideration as the basis for determining of the amount of compensation due.

38. In continuation, the Chamber recalled that, in accordance with the Player's duty of mitigation, the Player's receivables under the new employment contract with HSK Zrinjski Mostar (equivalent to approximately EUR 6,130) should have been deducted from the initial amount of compensation for breach.

39. As a consequence, the Player was awarded the amount of EUR 728,870 (i.e. EUR 735,000 minus EUR 6,130), which was considered a reasonable and justified amount of compensation for breach of contract in the present matter.

V. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

40. On 12 April 2024, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (hereinafter: the "CAS") in accordance with Article R48 of the Code of Sports-related Arbitration (2023 edition) (hereinafter: the "CAS Code") against Mr Goran Karacic and FIFA with respect to the Appealed Decision. The Appellant nominated Mr Patrick Grandjean, Attorney-at-Law in Belmont, Switzerland, as an arbitrator in the present procedure and chose English as the language of the arbitration. The Appellant also applied for the stay of the Appealed Decision as a preliminary measure. Moreover, the Appellant requested the CAS Court Office an extension of 10 days to file its Appeal Brief, which was granted pursuant to Art. R32 of the CAS Code.

41. On 17 April 2024, the CAS Court Office invited the Respondents to jointly nominate an arbitrator from the list of the CAS arbitrators. Also on 17 April 2024, the CAS Court Office recalled the Parties that, according to constant CAS jurisprudence, a decision of a financial nature issued by a private Swiss association, such as the Appealed Decision, is not enforceable while under appeal and may not be stayed and an application in that respect would in principle be dismissed. Therefore, the Appellant was invited to inform the CAS Court Office, within the next three days, whether it maintained or withdrew its application for a stay of the Appeal Decision.

42. On the same day, the Appellant informed the CAS Court Office that it withdrew its request for a stay.

43. On 19 April 2024, FIFA sent a letter to the CAS Court Office stating that the present case relates to a dispute between the Club and the Player and did not concern FIFA as the DRC acted in the matter at stake as the competent deciding body and not as a party to the proceedings. Consequently, FIFA requested to be excluded from the proceedings as it could not be considered as a respondent in the present case.

44. Also on 19 April 2024, the Player nominated Mr João Nogueira Da Rocha, Attorney-at-Law in Lisbon, Portugal, as an arbitrator and informed the CAS Court Office that it agreed with the Respondent that the present arbitration proceedings be conducted in English.

45. On 22 April 2024, the CAS Court Office invited the Appellant to provide its position on FIFA's request, by 25 April 2024.

46. On 23 April 2024, the Appellant informed the CAS Court Office that it agreed to withdraw the present appeal against FIFA.

47. On 30 April 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code and within the previously extended period of time.

48. On 20 May 2024, the Respondent filed his Answer in accordance with Article R55 of the CAS Code.

49. On 22 May 2024, the CAS Court Office invited the Parties to state whether they preferred a hearing to be held in the present matter, or for the Panel to issue an award based solely on the Parties' written submissions.

50. On the same day, the Appellant informed the CAS Court Office that it preferred that a hearing in person be held in the present procedure.

51. On 23 May 2024, the Respondent informed the CAS Court Office that it had no objections to the holding of a hearing, but requested that it be conducted through videoconference, for financial reasons.

52. On 27 May 2024, the Respondent sent a letter to the CAS Court Office asking for clarification regarding some references of CAS cases made by the Appellant in the Appeal Brief under paragraphs 84, 86 and 87, which were apparently mismatched.

53. On the same day, the CAS Court Office invited the Appellant to clarify the relevant references made in its Appeal Brief and to provide copies of the case law it intended to quote.

54. On 30 May 2024, the Appellant acknowledged a transcription error in the citation of CAS case law in its Appeal Brief and corrected the relevant references, also attaching copy of the relevant awards.

55. On 4 June 2024, the Respondent filed unsolicited submissions commenting on the Appellant's clarification of the CAS case references made in its Appeal Brief. In particular, the Respondent pointed out that the CAS cases had been reduced from six to only four citations and that the new four CAS awards cited by the Appellant were completely irrelevant and not applicable to the present matter.

56. On 5 June 2024, the CAS Court Office urged the Respondent to refrain from filing unsolicited comments and invited the Appellant to comment, by 10 June 2024, on the Respondent's unsolicited submission.

57. On 7 June 2024, the Appellant filed its comments on the Respondent's unsolicited submission.

58. On 12 July 2024, the CAS Court Office informed the Parties that the Panel appointed to decide the present case had been constituted as follows:

President:	Mr Fabio Iudica, Attorney-at-Law in Milan, Italy
Arbitrators:	Mr Patrick Grandjean, Attorney-at-Law in Belmont, Switzerland
	Mr João Nogueira Da Rocha, Attorney-at-Law in Lisbon, Portugal

59. On 20 September 2024, the CAS Court Office informed the Parties that the Panel, after consultations, had decided to hold a hearing in the present matter, by video-conference.

60. On 24 September 2024, the CAS Court Office informed the Parties that a hearing was scheduled in the present case on 6 November 2024.

61. On 28 October 2024, the CAS Court Office forwarded the Order of Procedure to the Parties which was returned to the CAS Court Office in duly signed copy by the Respondent on 29 October 2024 and by the Appellant on 4 November 2024 without any reservation.

62. On 5 November 2024, the Appellant informed the CAS Court Office that the Parties had reached an amicable settlement of the dispute (the "Settlement Agreement") and were willing to suspend the CAS proceedings until 1 January 2025, which was confirmed by the Respondent on the same day.

63. On 12 February 2025, the Respondent notified the CAS Court Office that the Appellant had failed to pay the second instalment due under the Settlement Agreement, thereby rendering it null and void and requested that the suspension of the CAS proceedings be lifted and the proceedings be resumed with immediate effect. A copy of the Settlement Agreement was attached to the Respondent's letter, together with copy of the letter of formal notice to the Club, which had remained unanswered, and which read as follows:

"*We acknowledge receipt of the first instalment of € 50,000 in accordance with the settlement agreement dated 5 November 2024 (the "Agreement"). However,* ***we note with concern that the second instalment of € 150,000, which was due on 31 December 2024, has not yet been paid****. To resolve this matter amicably, we kindly request that you arrange the payment of the outstanding second instalment* ***by no later than 20 January 2025****. The payment should be made to the player's designated bank account, details of which were previously provided. Please be*

reminded that in case of non-payment in given deadline above, we will continue the CAS proceedings (CAS 2024/A/10552) and reinstatement of the Player's full claim, including interest, costs, and without any deductions" (emphasis in original).

64. Also on 12 February 2025, the CAS Court Office informed the Parties that the suspension of the proceedings had been lifted and requested them to indicate whether, in the new circumstances, a hearing was still necessary or whether the Panel could decide the case based on the Parties' written submissions.

65. On 17 February 2025, the Respondent informed the CAS Court Office that he preferred that the Panel issued an award based solely on the Parties' written submissions. On 21 February 2025, the Appellant requested the holding of a hearing.

66. On 24 February 2025, the CAS Court Office informed the Parties that, after considering the Parties' positions with respect to a hearing and the circumstances of the case, and pursuant to Art. R57 of the CAS Code, the Panel had considered itself sufficiently well-informed to decide the present case based solely on the Parties' written submissions, without the need to hold a hearing.

VI. SUBMISSIONS OF THE PARTIES

67. The following outline is a summary of the main positions of the Parties which the Panel considers relevant to decide the present dispute and does not comprise each and every contention put forward by the Parties. However, the Parties' written submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Appellant's submissions and requests for relief

68. In its Appeal Brief, the Club submitted the following request for relief:

"*1. To accept this Appeal Brief against the Decision;*

2. To annul the Decision of the FIFA DRC and declare that the Player terminated the contract without just cause;

3. To order the Player to pay the residual value of the Contract i.e. 795.000€ (seven hundred and ninety-five thousand euros) for termination without just cause and induction to breach of contract;

4. To fix a sum to be paid by the Respondents, in order to contribute to the payment of the Appellants legal fees and costs in the amount of CHF 20,000.00/- (twenty thousand Swiss francs); and

5. to condemn the Respondents to the payment of the whole CAS administration costs and arbitrator fees;

6. any other relief the Panel deem appropriate and necessary."

69. The Club's appeal is based on the arguments and legal submissions which are summarized as follows.

70. As to the facts, the Appellant relies on the following events:

- During the 2022/2023 season and the beginning of the 2023/2024 sporting season (end of July and August 2023), the Player regularly took part in the Club's official cup and league matches; then, on 12 September 2023 and on 14 September 2023, respectively, he was granted a leave of absence from the first team training on 12 and 13 September 2023 and on 14 and 15 September 2023, in order to negotiate a possible transfer;

- On 14 September 2023, the Player sent two letters to the Appellant by which he respectively requested payment of a total amount of EUR 49,000 which was settled by the Club the following day and warned the Club not to issue any more Permission Letters.

- On 25 September 2023, the Player terminated the Employment Contract by sending the Termination Letter.

71. With regards to the merits of the case, the Appellant contended that the Player terminated the Employment Contract without just cause based on the following arguments:

a) The Player's deregistration was based on mutual consent

72. The Player deregistration was consensual and temporary as the Parties agreed that the Player would not be registered for less than four months in the 2023/2024 sporting season, during which he would continue to train with the first team and would be reinstated into the A-team during the following TFF registration period. The Club had previously communicated its intention to the Player who also agreed with such a decision. In this regard, a meeting took place between the Parties on 16 September 2023 as it results from a WhatsApp exchange and the witness statement by Mr Alper Aslan.

73. At that meeting, the Club and the Player verbally agreed that the Player would be temporarily deregistered but would also be granted the "*privilege of actively participating in first team training and using all club facilities*".

74. In view of the Player's consent, his deregistration did not provide him any just cause for termination, as it is also confirmed by CAS jurisprudence.

75. This is all the more true, given that the reason for his deregistration was only attributable to the Player himself, due to third parties' interest in the Player's services: "*There was prima facie evidence that the player was going to be transferred*". This is also supported by the two Permission Letters, aimed at allowing the Player to negotiate his transfer.

b) The TFF restrictions on the numbers of foreign players necessarily led to the Player's deregistration

76. At the end of the relevant registration period, no agreement was finally reached with a third club for the transfer of the Player; however, given that the Club had already signed another

goalkeeper to replace the Player and due to the foreign players quota pursuant to the TFF regulations, the Club had no choice but to temporarily not register the Player (until 11 January 2024).

77. The Player would continue to train with the first team during the period in question, with the chance of being registered in the first team again during the next transfer window: "*Therefore, and in view of the imminent transfer of the Player, the Club was in need of employing a new competing keeper to replace the Player, who, at that time, was the main competing goalkeeper of the team*".

78. In fact, in order to comply with the limited number of foreign players allowed in the A team list, the Club was compelled to take a decision on the registration of players for the first period of the 2023/2024 sporting season, i.e. between 16 September 2023 and 11 January 2024: "*Deregistration was therefore a matter of legal necessity for the Club*".

79. That was the context in which the Club and the Player reached the relevant agreement and decided that the Player would be deregistered only during the first period of the 2023/2024 sporting season, until 11 January 2024, while he would keep training with the Club.

80. In this regard, the absence of documentary evidence of the said agreement, does not mean that the Player's consent is lacking, even in the form of tacit consent.

81. As a consequence, the Player should have waited until the upcoming TFF registration period to allow the Club to comply with the mutual agreement they had reached on his deregistration.

c) the Employment Contract did not entitle the Player to play exclusively for the A team

82. Even in the absence of an agreement between the Parties, the Club would have still been entitled to exclude the Player from the first team and to decide in which team he would be enrolled, given that the Employment Contract does not impose a mandatory obligation on the Club to register the Player with the first team, nor does it recognize the Player's right to play only in the first team: "*The football player market is inherently a very uncertain one, with players never having the certainty that they will play in the A-team unless expressly stipulated in the contract of employment, which is not the case in this instance*".

83. Despite the Player's deregistration from the first team, he was still entitled to play for the reserve team, and train with the first team to maintain his fitness and level, the same as other Player's teammates successfully did after being dropped from the first team (Hamza Jaganjac, Florent Shehu).

84. However, "*Unlike the above players who did decide to compete for registration during the winter period, the Player in an act of unprofessionalism and dissatisfaction with the challenge that the new goalkeeper posed to him together with his personal life circumstances, decided to unilaterally terminate the contract without just cause*".

d) the Player was not deprived of his fundamental rights

85. In the 2023/2024 sporting season until his deregistration, the Player regularly attended pre-season training camps and played a total of 6 key Conference League qualifying matches for a total of 510 minutes, which is double the amount of time he played in the previous season.

86. This shows that the Club had a genuine interest in the Player's services. Despite that, the Club was in fact forced to employ a new goalkeeper due to the third-party interest in the Player.

87. In the final analysis, the circumstances of the present case demonstrate that the Player's personality rights were not prejudiced by the deregistration, based on the six-parameter test established by CAS jurisprudence in order to determine when such an infringement has occurred:

1. Why was the player dropped to the reserve team?
2. Was the player still being paid his full wage?
3. Was it a permanent or temporary measure?
4. Were there adequate training facilities for the player with the reserve team?
5. Was there an express right in the contract for the club to drop the player to the reserve team?
6. Was the player training alone or with a team?

88. Five out of six of the abovementioned conditions for respecting the Player's personality rights were met by the Club as mentioned above. With regard to the fifth parameter, although the Employment Contract did not expressly grant the Club the right to drop the Player to the reserve team, it should be noted that the Player also had no right to play only in the first team under the Employment Contract. Therefore, it must be concluded that the Employment Contract allowed the Club to assign the Player to the reserve team under exceptional circumstances, as in the present case.

e) The Club's fulfilled all financial obligations towards the Player

89. The Club has always complied with its financial obligations towards the Player, and, in fact, no amount was due at the time when the Player terminated the Employment Contract.

90. In addition, the Club did not reduce (or was determined to reduce) the Player's salary as a result of the deregistration which further shows that the deregistration was only the necessary consequence of the Player's negotiations with another club, due to the foreign players quota.

d) The Player was allowed to continue training with the A team

91. Despite the uncertainty caused by the Player's absence from training to negotiate his possible transfer, the Club never denied him the opportunity to attend the same training sessions as the other first team players and also continued to show its commitments towards the Player's professional development.

92. In any case, since the Club had a genuine interest in registering the Player again with the first team during the next transfer window in January 2024, the period during which the Player was not going to play with the first team was insignificant in relation to the entire duration of the Employment Contract.

e) The Player had a history of early termination of employment contracts and acted in bad faith during the proceedings

93. The Player has a history of abusive termination of employment contracts for purely personal reasons (the same pattern occurred when he terminated his contract with Adanaspor in order to sign with the Appellant) which runs counter the principle of good faith and may be interpreted as an attempt to exploit unilateral contract termination to the detriment of clubs.

94. Such conduct has been condemned by FIFA and CAS jurisprudence which has established that unilateral termination of a contract for purely personal reasons does not amount to just cause, thus leading to pay compensation for breach of contract.

95. In the present case, the Player had personal motivations (the birth of his child) that made it preferable and convenient for him to sign with his hometown club in order to be close to his family. Otherwise, there is no other plausible reason why the Player suddenly decided to terminate the contract and conclude a new one on four times lower financial terms. The Player was only looking to satisfy his own personal plans and acted in bad faith towards the Club.

96. As a consequence of the arguments above, it is the Player who is liable to pay compensation to the Cub for terminating the Employment Contract without just cause, jointly and severally with his new club for having induced the Player to the breach of contract.

97. In the opposite case, should the Player be awarded compensation to be paid by the Club, such compensation shall be reduced by the amounts payable to the Player under his new employment contract with HSK Zrinjski (Mostar), including both salaries and bonuses.

B. The Respondent's submissions and requests for relief

98. In his Answer, the Player submitted the following requests for relief:

"*1. To establish that all claims of the Appellant shall be rejected.*

2. To decide dismissal of the Appellant's application.

3. To confirm the Decision of the FIFA DRC.

4. To condemn the Appellant to the payment in favor of the Respondent of the legal expenses (in a total amount of 20.000.-Swiss Francs) incurred.

5. To establish that the costs of the present arbitration procedure shall be borne by the Appellant.

6. Any other relief the Panel may deem appropriate and necessary.".

99. The following is a summary of the Player's arguments.

a) The factual background

100. According to the TFF Regulations, since the sporting season 2021-2022, each football club competing in the Premier Division can register a maximum of fourteen foreign players on the A team list; therefore, the Club was fully aware of the foreign players quota.

101. Furthermore, with regard to the 2023/2024 sporting season, the TFF Süper Lig Rules and Regulations provide that clubs can have a maximum of three goalkeepers in the A-team list and at least two of these must be players who are eligible to play in the Turkish A National Team.

102. During the 2022/2023 sporting season, the Player was registered in the A team list and played in three full official matches for a total of 270 minutes. As regard the Turkish Super League, he was not included in the squad for 28 out of 38 possible calendar matches and for the remaining ten matches was included in the squad but only played in one single match. This shows that the Club was not interested in his services from the very beginning of the Employment Contract; although the Player had sporting just cause to terminate the Employment Contract according to Art. 15 of the FIFA RSTP, he acted in good faith and chose not to do so.

103. At the beginning of the 2023/2024 sporting season, he attended the training camp in preparation for the Conference League qualifying rounds. He played a total of six key Conference League qualifying matches, five of which being in the starting eleven for a total of 510 minutes, therefore he was motivated and trustful.

104. However, on 8 September 2023, the Club suddenly decided to sign another goalkeeper (Shahrudin Mahammadaliyev), thus exceeding the team's goalkeeper quota and leading the Player to believe that the Club was no longer interested in keeping him.

105. Afterwards, and until the national break which ended on 16 September 2023, the Player started the next three matches on the bench.

106. During the national break, the Club attempted to prevent the Player from attending first-team training, on a total of four consecutive days, until the date of termination. On the first occasion, on 12 September 2023, he was informed by the Club's representative that he would not have access to training and when he requested an official explanation in writing, the Club issued the first and then the second Permission Letter which falsely indicated that the Club was granting the Player a leave that he had never requested.

107. Therefore, as he was excluded from training with no valid reason, on 14 September 2023 he sent a warning letter to the Club to cease this behaviour, but to no avail.

108. On 15 September 2023, the Club signed another goalkeeper, bringing the total number of goalkeepers to five, meaning that two goalkeepers were not going to be included in the A team list (which had to be submitted to the TFF by midnight on 18 September 2023).

109. On 18 September 2023, following rumours on the social network that the Player had been excluded from the Club's A team list, he tried to obtain official information and therefore

submitted a request to the TFF on 19 September 2023 which remained unanswered. However, on 22 September 2023, the TFF officially published the final list for the Club's A-team on its website and the Player finally discovered that he had not been registered in the Club's first team.

110. The Player then became aware that the Club had signed four other foreign players (one of which, Yilmaz Aktas, is a goalkeeper) and registered three of them to the remining quota on the deadline day. Florent Shehu who was also a new signing, was also not registered, which confirms the Club's complete lack of concern towards players. It is clear that the Club signed the new foreign players even though it was well aware it was going to exceed the foreign quota.

111. At this point, the Player felt neglected as there was no official communication about his de-registration, nor any explanation whatsoever and the situation was therefore unbearable and left no other option but to terminate the Employment Contract.

112. The Club remained silent and waited for 18 days before sending a reply to the Letter of Termination.

113. Later on, the Player became aware of a former team-mate, Amir Feratovic, who had also unilaterally terminated the employment contract with the Club after being treated the same way.

114. Consequently, by failing to register three foreign players during the 2023/202024 summer registration period and preventing them from taking part in matches, the Club made a serious attempt to ruin the sporting careers of the players who had no other choice but to terminate their employment contracts for just cause.

b) Legal arguments

115. The FIFA DRC correctly rejected the Club's allegations that the Player had been informed of and agreed to his deregistration as no meeting ever took place between the Parties in this regard and the Player's subsequent behaviour following the deregistration clearly indicates that he was not in agreement with the Club and did not accept his exclusion from the A team. The Player's deregistration was never discussed between the Parties, nor did the Appellant ever communicate its decision to the Player. The only evidence submitted by the Appellant consists of three witness statements from paid employees of the Club which lack reliability.

116. Consequently, the DRC rightly concluded that the Player had just cause to terminate the Employment Contract, based on the fact that, according to well-established FIFA and CAS jurisprudence, "*among a player's fundamental rights under an employment contract is not only his right to a timely payment of his remuneration, but also his right to access training and to be given the possibility to compete with his fellow teammates in the team's official matches*" (FIFA DCR Decision 19 April 2018 n. 04181696-e, same as FIFA DRC Decision 18 August 2016 n. 08161435-e; FIFA DRC Decision Ref. FSPD-9136, 3 August 2023). Therefore, the refusal to register a player constitutes a direct infringement of the player's fundamental rights, i.e., the right to access to training and the right to have an opportunity to compete with fellow team-mates in official matches (CAS 2016/A/4560), which is ultimately the right to exercise his own profession (CAS 2020/A/7370; CAS 2011/A/2428).

117. Furthermore, according to CAS jurisprudence, deregistration of a player is not even justified in the light of the restrictive rules of the relevant Federation regarding the number of foreign players: "*A national federation regulation providing for a quota of foreign players cannot possibly allow clubs to remove foreign player from their first team and order them to train with the reserve or youth teams, on account of them exceeding the relevant quota. To hire and to maintain the football player as a professional footballer is a basic obligation assumed by any football club that is party to a professional footballer's employment contract*" (CAS 2020/A/6985). And again "*In a 2018 Award, the Panel confirmed that deregistering a player from participating in national championships is itself enough to justify premature termination of the contract. A similar approach applies to the non-registration of a player. This often happens where a club does not undertake all the necessary due diligence to determine that a player it has signed is eligible to be registered to participate in a championship (e.g. due to a specific foreign player rule, or specific squad size limit*" (FIFA DRC Decision Ref. FSPD-9136, 3 August 2023).

118. Also, according to FIFA jurisprudence, "*the deregistration of a player to participate in a national championship entitles the player to unilaterally terminate their contract with just cause, with no requirement to send a default notice to the club*" (FIFA DRC Decision Ref. FSPD-9136, 3 August 2023).

119. The exceptions to this guideline, which is shared by FIFA and CAS courts, are minimal and only justified by mutual agreements between clubs and players regarding deregistration, which is not applicable in the case here.

120. The same approach has been embraced by the Swiss Federal Tribunal (among others 4C.240/2000; C.40/81; 4A 53/2001).

121. In the same direction, the DRC has recently adjudicated cases similar to the one at stake involving TFF member clubs and players who were not registered during the same period as the one concerned and issued decisions similar to the Appealed Decision (Ref. FSPD- 1247 Amir Feratovic v. Adana Demirspor; Ref. FPSD-12576 Yannick Stark v. Manisa Futbol Kulübü; Ref. FSPD-12352 Valmir Veliu v. Gaziantep Futbol Kulübü).

122. With specific regard to the present case, the Club's disregard for the Player's rights and its unethical behaviour emerges not only from the Club's refusal to register the Player, but also from the issuance of the two Permission Letters which were aimed at falsely suggesting that the Player was seeking a leave from training, which is not true: "*In reality, the Player never requested exclusion from training sessions. Contrary to the Appellant's claims, the Player had no intention of leaving the Club and never engaged in any transfer negotiations*". There was no interest in the Player from third parties as alleged by the Club nor did the Player ever request any Permission Letter from the Club.

123. In addition, the Club's attempt to demonstrate that the Player was still engaged in trainings with the first team is implausible as the WhatsApp messages produced by the Appellant for this purpose, only show that the Player was isolated and attended individual training sessions separately from the A team.

124. In cases similar to the one at hand, other CAS panels have established that the following behaviour from clubs allows players to reasonably believe that the club has no intention to perform its side of the employment contract and cannot reasonably be expected to continue the employment relationship: not allowing a professional football player to train with his teammates (absent any justified reason); asking the player to train with the youth team even for a temporary period; excluding a player, who has been signed to play for the club's first team, from the first team for the next sporting season.

125. Moreover, the Club's decision to sign other foreign players (four of whom were even signed on the day of the deadline), deliberately exceeding the foreign player quota, and to exclude the Player from the A-team list also reveals a lack of planning and bad faith on the part of the Club, which is also confirmed by the fact that two other newly signed foreign players were also ultimately not registered. It is noteworthy that the Club repeated the same pattern of behaviour in the following winter transfer window which is a sign of its persistent bad planning, poor management and bad faith.

126. It is also noteworthy that the Club does not have a reserve team; therefore, the only possibility for the Player, once excluded from the A team, would have been to join the youth team, resulting in an unacceptable demotion in consideration of his experience and age.

127. "*By failing to consider the consequences of its actions on the Respondent's career, the Appellant has acted in bad faith and has further justified the Respondent's decision to unilaterally terminate the contract, as the continuation of the employment relationship has become unconscionable*".

128. By forcing the Player to unilaterally terminate the Employment Contract, the Club left the Player with no choice but to find another club after the end of the relevant transfer window, which means that his market value has indeed decreased, and he has lost his chance to increase his value on the market. On the other hand, remaining in the Club would have led to further losses, both in term of physical fitness and market value, not being able to play with the first team for at least three and a half months and being deprived of the possibility to ensure his professional development.

129. The Club's behaviour clearly violated the principles of good faith and mutual respect and created a lack of trust resulting in the Player's unilateral termination with immediate effect, with no requirement to send a prior notice to the Club, as it is confirmed by FIFA and CAS jurisprudence (FIFA DRC Decision 20 May 2020; CAS 2013/A/3091, 3092 &3093; CAS 2016/A/4693; CAS 2014/A/3643) as well as permitted under Swiss law (Art. 337 and Art. 108 Swiss Code of Obligations, "SCO").

130. By its abusive conduct, including the signing of a new goalkeeper, the issuance of two unrequested Permission Letters close to the end of the transfer window, exceeding the maximum number of goalkeepers in the team, and the decision not to register the Player, the Club has in fact induced the Player's unilateral termination of the Employment Contract.

131. The Club's reference to the CAS six parameters for determining whether a club has infringed a player's personality right applies to players who are registered with the first team and have been

dropped to the reserve team and not in disputes concerning the non-registration or deregistration disputes, as is the present case, where the issue is the failure to register a player in the first place.

132. As regards the Club's reference to the termination of the Player's previous employment relationship with Adanaspor, this has nothing to do with the present case and, in any event, that employment relationship was settled amicably between the parties and, unlike the present case, was not the object of any legal dispute before FIFA.

133. Finally, in its Appeal Brief, the Appellant has tried to deceive the CAS Court by purportedly mentioning several CAS awards that do not pertain to the cases referred to by the Appellant (CAS 2019/A/6500; CAS 2018/A/5807; CAS 2016/A/4497; CAS 2015/A/3968; CAS 2016/A/4539).

VII. JURISDICTION

134. Article R47 of the CAS Code provides as follows:

"*An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body*."

135. The Appellant relied on Article 58 of the FIFA Statutes [Article 57, FIFA Statutes May 2022 Edition] as conferring jurisdiction to the CAS according to which "*Appeals 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 notification of the decision in question*".

136. The Respondent did not dispute that CAS has jurisdiction in the present case.

137. The jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure by both Parties.

138. Accordingly, the CAS has jurisdiction to hear the present case.

VIII. ADMISSIBILITY

139. Article R49 of the CAS Code provides the following:

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

140. According to Article 57(1) of the FIFA Statutes "*Appeals 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 notification of the decision in question*".

141. The Panel notes that the Appealed Decision was rendered on 21 March 2024 and that the grounds of the Appealed Decision were notified to the Parties on 22 March 2024.

142. Considering that the Appellant filed its Statement of Appeal on 12 April 2024, i.e., within the deadline of 21 days set in the FIFA Statutes, the Panel is satisfied that the present appeal was filed timely.

143. Moreover, the Respondent did not contest the admissibility of the Appeal.

144. Furthermore, the appeal complied with all other requirements of Article R48 of the CAS Code and is thus admissible.

IX. APPLICABLE LAW

145. Article R58 of the CAS Code provides the following:

"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, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."

146. According to Article R56(2) of the FIFA Statutes, "*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*".

147. The Parties relied on the application of the relevant FIFA Regulations, namely the FIFA RSTP, and, subsidiarily, Swiss law.

148. In consideration of the above and in accordance with the wording of Article R58 of the CAS Code, the Panel holds that the present dispute shall be decided principally according to the FIFA RSTP, May 2023 edition, with Swiss law applying subsidiarily.

X. LEGAL ANALYSIS

A. Preliminary considerations

149. Before entering into the merits of this case, the Panel observes that, although the Parties had finally reach an agreement during the course of the proceedings, in order to amicably settle the present matter, the Settlement Agreement appears to have been only partially complied with by the Appellant, as reported by the Respondent, with the result that it must be considered to be without effect for the purpose of deciding the case before the CAS.

150. In fact, the Settlement Agreement, copy of which was produced by the Respondent on 12 February 2025, as mentioned above, provides the following with regard to its effects:

"*Both parties accept and declare that with signing of this agreement, current CAS case (CAS 2024/A/10552, rectius CAS 2024/A/10505) will be suspended until 1 January 2025. In this respect, the parties will immediately notify CAS and request the suspension until 1 January 2025. In case of the first and second instalment given below (Article-2) are being paid by the Club on its due dates, then this Agreement shall be deemed as valid and binding for the parties and the Player will not request any more remuneration other than given below (Article-2). CAS proceeding will be immediately closed after the receipt of the first and second instalment in the Article-2.*

However, if first and/or second instalment (Article-2) is not being paid by the Club on its due date, then this Agreement will be automatically null and invalid and suspension in the CAS proceeding will be immediately lifted (without need to wait 1 January 2025), and the current CAS proceeding will remain in the CAS with the total amount above (B) with interest, legal costs, etc., without any kind of deduction".

151. In view of the above, having the Settlement Agreement become null and void, the dispute between the Parties is deemed to have been revived and is still pending in its original terms; the Panel is therefore vested with deciding the present matter.

B. The merits of the case

152. In the present case, the Appellant requests the Panel to overturn the Appealed Decision and to condemn the Respondent to pay compensation of EUR 795,000 to the Club on the assumption that, in contrast with the FIFA findings, the Player's termination of the Employment Contract was not based on just cause.

153. The Panel hereby recalls the main points of the Parties' position regarding the events leading to the termination of the Employment Contract.

154. The Appellant argues that there was an agreement with the Player, or, at least, that the Player did not raise objections to his deregistration during the first transfer and registration period of the 2023/2024 sporting season, and also that the reason for such deregistration depended on the Player himself, given that, according to the Club, he was in negotiations with other clubs for his transfer. According to the Appellant, this would also justify the issuance of the two Permission Letters granting the Player a leave of absence in order to conduct such negotiations. In view of the Player's transfer to other clubs, which the Club alleges was imminent, the Appellant maintains it was forced by the Player himself not to register him because of the need to employ another goalkeeper and to comply with the foreign player quota in accordance with the TFF Regulations. The Appellant also argues that the deregistration was a temporary measure (for only four months, until January 2024) and that, moreover, according to the Employment Contract, it had no obligation to register the Player in the first team and conversely, the Player had no right to play only in the first team. As a consequence, the Player had no just cause to terminate the Employment Contract and in any case, he could not terminate the Employment Contract without prior notice.

155. On the other hand, the Respondent denies that there was any agreement (even implicit) with the Club regarding his deregistration, as well as any prior discussions or communication from the Club. In this respect, the Player also denies that no meeting took place between the Parties as alleged by the Club. He argues that the Club unlawfully denied him access to training with the first team for four consecutive days until the termination of the Employment Contract. Regarding the two Permission Letters, the Respondent denies having requested any leave for absence from the Club and further states that he was not involved in any negotiations for his transfer to another club. According to the Respondent's position, the Club was no longer interested in keeping him and had in fact signed a new goalkeeper, deliberately exceeding the foreign players' quota and thus deciding not to register him. According to the Respondent, the Appellant's decision infringed his fundamental personality rights as a football player, thus constituting a serious breach of contract giving him the right to terminate the Employment Contract with just cause.

156. In light of the foregoing, the Panel considers that the main issue to be resolved in the present case is whether the Player had just cause for termination based on the Club's decision to deregister him from the first team during the 2023/2024 summer transfer window or, on the contrary, if the Player's unilateral termination constitutes a breach of contract, in which case the Panel will have to consider the relevant financial consequences.

157. In this view, the following questions need to be answered:

- **Was there an agreement between the Parties to deregister the Player during the relevant transfer period? Or did the Player somehow consent to the Club's decision not to register him?**

- **Was the Appellant otherwise entitled to deregister the Player in the absence of an agreement or without the Player's consent? If not, did the Player's de-registration justify the unilateral termination of the Employment Contract with just cause?**

158. First, the Panel considers that it is undisputed between the Parties that, during the 2022/2023 sporting season, the Player was registered with the Club's first team, while the Club decided to remove him from the first team in the first registration and transfer window in the 2023/2024 sporting season.

159. It is also undisputed that the Employment Contract was unilaterally terminated by the Player on 25 September 2023.

160. In order to answer to the first question above, the Panel recalls that both the DRC and the CAS generally consider that, in principle, the deregistration of a player is likely to constitute a violation of the player's recognized "right to play" (unless there are exceptional circumstances) which is a fundamental personality right of a player according to Swiss Law.

161. In fact, it is generally assumed that a club's refusal to register a player actually deprives him of potential access to competition in an absolute manner, in violation of his fundamental rights as a football player:

"*For athletes, personality rights encompass in particular the development and fulfilment of personality through sporting activity, professional freedom and economic freedom. Under this definition, personality rights protect the right of movement, which comprises in particular the right to practice a sports activity at a level that accords with the abilities of the athlete. When the sport is practised professionally, decisions relating to selection, qualification and suspension, as well as licensing refusals, or any other limitation on access to the sport, may impede the economic development and fulfilment of the athlete, the freedom of choosing his professional activity and the right to practice it without restriction. This freedom is particularly important in the area of sport since the period during which the athlete is able to build his professional career and earn his living through his sporting activity is short. Professional freedom, in particular for professional athletes, therefore includes a legitimate interest in being actually employed by their employer. Thus athletes have a right to actively practice their profession. Indeed, an athlete who is not actively participating in competitions depreciates on the market and reduces his future career opportunities. It is obvious that a professional football player playing in the premier division must, in order to retain his value on the market, not only train regularly with players of his level but also compete in matches with teams of the highest possible level*" (CAS 2020/A/6985, similar to CAS 2020/A/6950).

162. Therefore, unless the non-registration or deregistration of a player is justified by an agreement with the player or other legitimate reasons, such a decision by the club is potentially able to give the relevant player a just cause for termination of the employment relationship as it amounts to an unlawful contractual change imposed on the player:

"*Unilateral change in the status of a player which is not related to company requirements or to organization of the work or the failings of the employees, is a valid reason for the player to unilaterally terminate the employment contract, as there is a serious infringement of the players' personality rights. For athletes, personality rights encompass in particular the development and fulfilment of personality through sporting activity, professional freedom and economic freedom. An athlete who is not actively participating in competitions depreciates on the market and reduces his future career opportunities. Athletes have therefore a right to actively practice their profession. A club arbitrarily relegating a player hired to play with the first team to the U-21 team in fact violates his right to train and play with the first team, i.e. the right to be employed and perform his activity under the terms agreed, which can seriously prejudice his career as a professional*" (CAS 2018/A/6029).

163. In this respect, the Panel notes that the Club alleges that the Parties had agreed on the deregistration of the Player based on the assumption that he was negotiating his transfer to a third club.

164. However, the Appellant completely failed to provide supporting evidence of these allegations, which are denied by the Respondent. Furthermore, this argument seems to be contradicted by the Appellant's claim (which is also unsubstantiated) that the Player de-registration was a temporary measure and that the Player would have been reinstated in the first team in January 2024.

165. The witness statement submitted by the Appellant under Exhibit 8 is not capable of proving the existence of an agreement with the Player and could at most demonstrate that, on 16 September

2023, the Club informed the Player of the decision already taken not to register him (although the circumstance is also denied by the Player). In any event, the Panel observed that, at that time, the summer transfer and registration period was already closed and as a result, the Player who had not been registered, was already no longer eligible to play in the A team.

166. Incidentally, the Panel notes that if negotiations for the transfer of the Player to another club were actually ongoing, the Club would certainly have had evidence of this, considering that, since the Employment Contract was still pending at the time, negotiations for the transfer of the Player would certainly have required the involvement of the Club, its consent being required for this purpose. In fact, Art. 18(3) FIFA RSTP provides that "*A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions*".

167. In this case, since the Employment Contract was still in force and had a residual duration of more than six months, any transfer of the Player would have implied an agreement between the two clubs, against the payment of a transfer fee in favour of the Appellant, who would therefore have been an active party in the negotiations, contrary to what the Appellant seems to suggest in its Appeal Brief.

168. Consequently, the Panel believes that the Appellant has not met the burden of proof regarding the existence of any agreement with the Player not to register him, nor that the deregistration was otherwise based on the Parties' mutual consent. Therefore, the Panel concludes that the non-registration of the Player resulted from the unilateral initiative of the Club.

169. Furthermore, there is no other allegation put forward by the Appellant which could possibly justify the Player-deregistration on other grounds.

170. At this point, the Panel needs to determine whether, even in the absence of such an agreement with the Player, the Club was otherwise entitled not to register him under the terms of the Employment Contract.

171. The Appellant claims that the Player had no right to play only in the first team, the Club having the option, to include him in the first team or in the reserve team, at its discretion.

172. The Panel is not persuaded by the Appellant's argument. In this regard, the Panel notes that, according to CAS jurisprudence, although a club may be entitled, albeit within certain limits and under certain circumstance, to assign a professional player to its lower team or to move said player from the first team to the second team, this is subject to a specific contractual provision to this effect and, even in that case this does not imply unlimited discretion for the club:

"*A professional football contract executed between a club and a player features – explicitly or implicitly – an obligation on the part of a club to provide a player with a possibility to participate in collective training and in football matches. This does not mean that each club must at all times and under all circumstances provide all of its players with both such*

possibilities. There are situations in which a player may be relegated to train individually (e.g. when recuperating from injuries) or moved to a team participating in lower-class matches – the employment contract permitting. However, if a contractual clause, according to which "the Player may or may not be included in the A-team list at the Coach's discretion", can be interpreted to mean that a player may from time to time (based on the decision of the coach) not be making the line-up for a particular match (as the latter is the standard risk of playing collective sports), it cannot mean that it is permissible to actually deprive a player of the possibility to participate in collective training and in football matches for extensive periods. This would contradict the nature of the obligatory relation between a club and a player" (CAS 2020/A/7370).

173. In the present case, however, the Panel recalls that the Employment Contract did not contain any clause allowing the Club to move the Player to the second team; therefore the Panel believes that the Club was not entitled to deregister the Player from the first team except by mutual consent or in the case of exceptional circumstances (e.g. injury) that could have justified a temporary deregistration (which is not the present case), and certainly not as a result of strategic or opportunistic decisions on the part of the Club.

174. In the absence of an agreement between the Parties and also of any reasonable explanation related to the Player's de-registration, the Panel believes that the Player's de-registration was unwarranted for the following reasons: a) the Player was hired to play in the first team; b) the Player had played in the first team in the previous sporting season; c) the Employment Contract does not grant any express right to the Club to move the Player from the first team to the reserve team; d) there is no evidence that there was any valid reason that could justify the Player's relegation to the second team (for example, an injury) e) the Club's issued the two Permission Letters without any apparent reasons, which reveals an abusive conduct; f) the Club signed an exuberant number of foreign players, among which another goalkeeper to replace the Player; g) there is no evidence on file regarding any previous discussion or communication with the Player regarding his de-registration.

175. Having established that the Club was not allowed to deregister the Player without his consent, and given that the existence of just cause must be assessed on a case-by-case basis, the Panel must now consider whether, in the specific case under consideration, the Player's deregistration was a sufficiently serious breach to constitute just cause for termination, taking into account the overall circumstances of the case.

176. In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust (DRC decision of 25 October 2018, no. 10180471-E; CAS 2019/A/6306 & CAS 2019/A/6316; CAS 2017/A/5180).

177. The Panel notes that, in the present case, the Appellant engaged in a series of initiatives which were designed to exclude the Player from the first team, which demonstrates the Club's total disregard and bad faith towards the Player.

178. In fact, the two Permission Letters, in the lack of evidence that the Player had applied for permissions, are revealing signs that the Club no longer had an interest in keeping the Player

and was creating the conditions to induce him to leave. This is also confirmed by the fact that the Club had already signed another goalkeeper on 8 September 2023. As such, the two Permission Letters were just a prelude to the Club's decision not to register the Player in the A team.

179. In this regard, the Panel recalls that, pursuant to Art. 14(2) of the FIFA RSTP, "*Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause*".

180. Taking into account the Club's course of action since, at least, the beginning of September 2023, the Panel is also not persuaded that the Player's deregistration was meant to be a temporary measure, as claimed by the Appellant (besides the fact that in any event, even if it was a temporary measure, it was in any event not justified by valid reasons).

181. Actually, the claim that the exclusion from the first team was temporary and that the Club would have registered the Player in the next transfer window in January 2024 is based solely on the Appellant's allegations, which remained undemonstrated, while the Panel believes that the Appellant has also failed to demonstrate that it was still interested in keeping the Player. Indeed, the Club's conduct in the period preceding the unilateral termination of the Employment Contract, including the issuance of the two (unjustified) Permission Letters shows otherwise.

182. In such context, the Appellant's argument that the Club was compelled not to register the Player as a result of exceeding the foreign players' quota which allegedly constituted an exceptional circumstance, cannot be upheld. In fact, it is the clubs' responsibility to comply with the administrative formalities of the registration process as well as the limits imposed by a national association on the registration of foreign players, and this cannot be used to the detriment of players. Not to mention that the present case shows that exceeding the foreign players' quota was not an accident or an unintentional misunderstanding, as it resulted that the Appellant deliberately signed an exuberant number of foreign players, being aware of the relevant quota. Therefore, the Club acted purposely, knowing that it was going to replace the Player, inducing the latter to terminate the Employment Contract.

183. In this regard, the Panel concurs with a previous CAS panel that "*A national federation regulation providing for a quota of foreign players cannot possibly allow clubs to remove foreign players from their first teams and order them to train with the reserve or youth teams, on account of them exceeding the relevant quota. To hire and to maintain the football player as a professional footballer is a basic obligation assumed by any football club that is party to a professional footballer's employment contract*" (CAS 2020/A/6985).

184. Having taken into account all the circumstances of the present case, the Panel believes that, at the time when the Player was deregistered, the main terms and condition of the Employment Contract were no longer respected by the Club and that the Club was no longer interested in keeping the Player; as a consequence, the latter had just cause to terminate the Employment Contract on 25 September 2023. In fact, the Appellant's behaviour had caused irreversible damage to the relationship of trust between the Parties that did not allow the Player to rely on

the continuation of the contractual relationship under the agreed terms, giving him a just cause for termination on the basis of Article 14 of the FIFA RSTP.

185. The Panel notes that even in the case that it no longer had an interest in keeping the Player, the Club could still have acted in good faith in order to find a responsive solution that would allow the Player not to jeopardize his future career, such as a loan contract or seeking an agreement with another club for his possible transfer that was also convenient for the Player.

186. As to the Appellant's argument that, in any case, the Player was not allowed to terminate the Employment Contract without a prior notice, the Panel observes the following. Previous CAS jurisprudence (CAS 2018/A/6029) has established that a notice of default is not always imperative given that its purpose is to ensure that the defaulting party is given a chance to comply with its obligations and, if it accepts the claim is legitimate, to rectify the situation, with a view to preserving the contractual relationship. However, in the present case, not only was the Club's breach so serious that the Player was entitled to terminate the Employment Contract with immediate effect, but it would also have been useless to send the Club a warning given that the relevant registration period had already expired and there would have been no possibility of remedying the breach (DFT 127 II 153; CAS 2018/A/5955 & 5981; CAS 2017/A/5465; CAS 2006/A/1180, CAS 2006/A/1100).

The Respondent's right to compensation in accordance with Art. 17 FIFA RSTP

187. In view of all the foregoing, the Panel abides by the DRC that the Player terminated the Employment Contract with just cause and is therefore entitled to compensation in accordance with the FIFA RSTP.

188. In this respect, the Panel observes that the Appellant, in the "*Subsidiary Legal Considerations*" of its Appeal Brief, stated that, after termination of the Employment Contract, the Player signed a new employment contract with the Bosnian club HSK Zrinjski (copy of which is attached to the Appeal Brief under Exhibit n. 10) and claims that in case any compensation is awarded by CAS to the Player, it should be reduced by the relevant amounts payable to the Player under the new contract.

189. The Panel first observes that the Appealed Decision took into account the new employment contract in order to determine the amount of compensation, calculating a total amount of BAM 12,000, corresponding to EUR 6,130 that was deducted from the residual value of the Employment Contract in view of the Player's duty of mitigation. Therefore, the DRC finally awarded the Player a mitigated compensation of EUR 728,870 (i.e. EUR 735,000 minus EUR 6,130).

190. However, notwithstanding the Appellant's reference to the Player's new employment contract with HSK Zrinjski, it is unclear to what extent the Appellant intended to challenge the Appealed Decision as to the amount of compensation awarded to the Player, since the Appellant failed to submit any criticism in that regard. So, it is not clear, first, what errors the Appellant considers FIFA has made in the quantification of the amounts deducted and, second, what the Appellant considers to be the correct amount to be deducted from the residual value of the Employment Contract.

191. Besides this and most importantly, the Panel observes that no specific request for relief was submitted by the Appellant in its Appeal Brief (or in the Statement of Appeal), in that respect, given that the Appellant has limited its petition to "*annul the Decision of the DRC and declare that the Player terminated the contract without just cause*" (and consequently to condemn the Player to pay compensation to the Club).

192. In other words, there is no subsidiary request by the Appellant aiming at reducing the amount of compensation in the event that the CAS would reject the main request for declaration of termination without just cause and consequent annulment of the Appealed Decision.

193. In view of the above, the Panel observes that, without prejudice to Article R57 of the CAS Code, which confers CAS with the full power to review the facts and the law of the case, the Panel is nonetheless bound to the limits of the Parties' motions, since the arbitral nature of the proceedings obliges the Panel to decide all claims submitted by the Parties and, at the same time, prevents the Panel from granting more than the Parties are asking by submitting their requests for relief to the CAS, according to the principle of *ne ultra petita* (see CAS 2016/A/4384).

194. The Panel notes that in previous cases, the CAS has decided that, unless a specific request for recalculation has been submitted by the appellant in order to reduce the amount of compensation granted by the decision under appeal, the panel has no power to diminish the amount of compensation established by the challenged decision, given the constraint deriving from the appellant's requests for relief. In *CAS 2016/A/5553*, the panel established as follows:

"*118. With regard to the Appellant's contention that the amount of compensation granted by the FIFA DRC shall be further deducted with the alternative salaries payable to the Player under the employment contract with the club Spartak Trnava, the Panel observes that the Club failed to submit a specific request for relief in that sense.*

119. In fact the Appellant merely requested that the CAS annul the Appealed Decision.

[…]

121. As a consequence, and irrespective of the merits of the Appellant's argument on the

relevant point, the Panel has no power to amend the amount of compensation granted by the Appealed Decision." (*CAS 2016/A/4384*, paras. 118-121, principle confirmed by *CAS 2018/A/5553*, paras. 96-98).

195. The Panel notes that in the present case, even an "implicit request" by the Appellant (to reduce the amount of compensation) cannot be inferred from the requests for relief submitted with the Appeal Brief, as it cannot be held in this case that any request for reduction of compensation can be deemed virtually contained in the main request expressly proposed in the Appeal Brief[1],

[1] The Panel recalls that Swiss doctrine and case law recognize that, under certain circumstances, a judicial body may be authorized to adjudicate also on "implicit requests", according to the following principle: "*Dans certains cas, la loi ou la jurisprudence autorisent le juge à statuer sur la base de conclusions implicites, pour autant que les faits qui les*

since they are completely different in nature and based on completely opposite assumptions (i.e. respectively, the absence and the existence of just cause for termination, see CAS/2020/A/6950).

196. Therefore, and irrespective of the Appellant's reference to the Player's new employment contract, the Panel has no power to amend the amount of compensation granted by the Appealed Decision, which is therefore confirmed.

197. Finally, the Panel recalls that, based on the Respondent's statement, on 27 December 2024, the Appellant made a payment of EUR 50,000 to the Player, corresponding to the first instalment under the Settlement Agreement, which has subsequently become null and void due to the Appellant's failure to pay the second instalment in due terms (which was not contested by the Appellant). Consequently, the Panel considers that any payment made by the Appellant must be deducted from the overall amount awarded by the DRC in the Appealed Decision.

XI. CONCLUSION

198. In view of all the foregoing, the Panel finally decided that the Appealed Decision is to be confirmed in its entirety.

199. Any further claims or requests for relief from the Parties are dismissed.

XII. COSTS

(…)

* * * * * * * * *

justifient aient été allégués et les moyens de preuve offerts régulièrement et en temps utile (cf. infra N 1316 ss). Ces conclusions sont implicites en ce sens que, sans être formellement exprimées, elles sont virtuellement contenues dans celles qui le sont et peuvent en être tirées par déduction" (Fabienne Hohl, *Procédure civile*, Tome I, *Introduction et théorie générale*, 2e éd., Berne 2016, para. 1200). English free translation : *"In certain cases, a statute or case-law authorises a court to decide on the basis of implicit prayers of relief, provided that the facts justifying them have been alleged and the evidence offered regularly and on time (cf. infra N 1316 et seq.). Such prayers of relief are implicit in the sense that, without being formally expressed, they are virtually contained in those that are stated and can be drawn from them by deduction".*

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed on 12 April 2024 by Adana Demirspor A.S. against the Decision issued on 21 March 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal dismissed.

2. The Decision issued on 21 March 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed.

3. (…).

4. (…).

5. All other motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 4 July 2025

THE COURT OF ARBITRATION FOR SPORT

Fabio **Iudica**
President of the Panel

Patrick **Grandjean**
Arbitrator

João **Noguera Da Rocha**
Arbitrator