

CAS 2024/A/10553 FC Košice v. Anane Tidjani & Al-Rayan Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Espen Auberg, Attorney-at-law, Oslo, Norway

in the arbitration between

FC Košice, Slovakia

Represented by Mr. Pavel Steiner, Attorney-at-law, Kosice, Slovakia

- Appellant -

and

Anane Tidjani, Benin

Represented by Mr. Caglar Akoglu, Attorney-at-law, Ilkadim/Samsun, Turkiye

- First Respondent –

and

Al-Rayan Club, Saudi-Arabia

Represented by Mr. Rashid Hussain, Jedda, Saudi Arabia

- Second Respondent -

I. PARTIES

1. FC Košice (the “Appellant” or “Košice”) is a football club and an affiliated member to the Slovak Football Association (“SFA”), which in turn is affiliated with the Union des associations européennes de football (“UEFA”) and the Fédération Internationale de Football Association (“FIFA”).
2. Mr. Anane Tidjani (the “First Respondent” or the “Player”) is a professional football player from Benin, previously employed by Košice.
3. Al-Rayan Club (the “Second Respondent” or “Al-Rayan”) is a football club and an affiliated member to the Saudi Arabian Football Federation (“SAFF”), which in turn is affiliated with the Asian Football Confederation (“AFC”) and FIFA.
4. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, as well as the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis. While the Sole Arbitrator has considered carefully all the facts and evidence submitted by the Parties in the present proceedings, this Award refers only to the facts and evidence considered necessary.

A. Background Facts

6. On 1 September 2023, the Player and Košice concluded an employment contract (the “Contract”) for the term 1 September 2023 until 31 December 2024. In the Contract the Player is referred to as “the Sportsman”, whilst Košice is referred to as “the Sports Organization”.
7. Article II paragraph 3 of the Contract states, *inter alia*, as follows:

“By signing this Contract, the Sportsman declares that he has no knowledge of the facts that can prevent him from doing sporting activities within the meaning of the Contract as of the date of signing the Contract.”
8. In accordance with Article III paragraph 9 of the Contract, Košice undertook to pay the Player EUR 4,000 net as monthly salaries, payable by the last day of the next subsequent month. In addition, Košice undertook to pay the Player EUR 5,000 net as one time sign-on fee, EUR 600 as monthly accommodation allowance, two return

flight tickets for the Player and his family and various bonuses, hereunder a bonus of EUR 200 for each goal scored in a competitive match in the Slovak Football League.

9. The Player's right to unilaterally terminate the Contract is regulated in Article III paragraphs 13 and 14, which read as follows:

10. "13)

(...)

The Sportsman is entitled to immediately terminate the contractual relationship established by the Contract If:

a) the Sports Organization did not paid wages to the Sportsman in due and timely manner for at least three individual months during 12 consecutive months or during the term of the Contract, if concluded for a period of less than 12 months, despite the Sportsman's prior written notification, where the Sportsman sets the due amount and the due period for the Sports Organization, which shall not be less than 10 days from the delivery of the written notification; the Sportsman is entitled to immediately terminate the contractual relationship after the expiry of the given due period for payment of the amount due,

b) the Sports Organization with respect to the Sportsman has seriously violated the sporting rules, regulations or decisions of the relevant sports association or generally binding legal regulations; or

c) the Sportsman has lost the medical fitness for the performance of sporting activities under the Contract for a long time; the loss of medical fitness shall be demonstrated by a medical assessment, according to which the Sportsman must not practise a sport based on the Professional Sports Contract in the long term.

14) Immediate termination of the contractual relationship has been agreed by the Parties under the following conditions:

a) Immediate termination of the contractual relationship established by the Contract must be in writing and delivered to the other Party.

b) Immediate termination of the contractual relationship established by the Contract must be supported by giving a reason for such immediate termination. The reason for immediate termination must be factually defined in the notice so that It cannot be confused with another reason. The reason for termination cannot be changed subsequently.

c) The Sportsman or Sports Organization may Immediately terminate the contractual relationship established by the Contract within one month of the day on which the

Sportsman or Sports Organization became aware of the reason for immediate termination,

d) Immediate termination of the contractual relationship on the part of the Sportsman, shall be sent to the last known address of the Sports Organization 's registered office with a record of delivery. The consignment is considered as delivered even if the Sports Organization has refused to accept the consignment, if the Sports Organization has failed to deliver the consignment, or if the consignment is returned to the Sportsman as undeliverable,

(...)."

11. Compensation for breach of the Contract is regulated in Article III paragraph 18, which reads as follows:

"18) Compensation for breach of Contract and termination of Contract without justified reasons:

a) The breaching party Is responsible for paying compensation to the other party; the claim for compensation may not be transferred to a third party.

b) The Sports Organization is entitled to claim compensation from the Sportsman for each individual breach of the Contract in the amount of EUR 100 (in words: one hundred euros); this does not affect the provision of Art. II. (20) (d) and (e) of the Contract. The Sports Organization is entitled to demand compensation from the Sportsman for the termination of the Contract without justified reasons of EUR 5,000 (in words: five thousand euros)."

12. With regards to dispute resolution, Article III paragraph 16 of the Contract states as follows:

"16) Dispute resolution

Pursuant to Statutes of the SFZ and RaP, PFIFA. The Parties agree that if they refer a dispute for decision to the FIFA, they shall follow the rules of the FIFA.

Pursuant the Statutes of the SFZ and RaPP, the Parties recognize the jurisdiction and competence of the Court of Arbitration for Sport In Lausanne (the Court of Arbitration for Sport"; hereinafter referred to as "CAS") as the supreme independent and neutral arbitration body in football under the FIFA and UEFA Statutes."

13. Applicable law is regulated in Article IV, paragraph 1 of the Contract, which states as follows:

“The Contract is governed by the legal order of the Slovak Republic within the scope of effective generally binding legal regulations, as well as internal regulations of the SFZ, UEFA and FIFA, or other club regulations of the Sports Organization, FC Košice a.s”

14. On 11 October 2023, Košice sought legal assistance to obtain a national visa for the Player.
15. On 6 November 2023 the Player’s legal representative sent Košice a letter, putting it in default, citing the club's failure to secure necessary visa and work permits despite the Player's compliance with training and matches. The Player emphasized that he could not participate in league matches due to these issues and warned that the club's actions jeopardized his eligibility for national team selection. The letter stated, *inter alia*, as follows:

“This is to inform you that, we will have to unilaterally terminate the employment contract with immediate effect and with just cause and file a claim before the committees of FIFA to get compensations and all other payments and ask for sporting sanctions if the abovementioned violations will not be ended immediately.”
16. Košice responded on 7 November 2023, assuring that they were working on the visa application. Subsequent communications between Košice and the Slovak Republic Ministry of Education, Science, Research and Sport (the “Ministry”) between 8 and 30 November 2023 reveals that Košice made efforts to obtain the visa.
17. On 30 November 30 the Player’s legal representative sent a letter to Košice where he reiterated his frustrations, and indicated he would have to leave Slovakia by 2 December 2023 if the situation remained unresolved. The letter stated, *inter alia*, as follows:

“This is to inform you that, we will have to unilaterally terminate the employment contract with immediate effect and with just cause and file a claim before the committees of FIFA to get compensations and all other payments and ask for sporting sanctions if the abovementioned violations will not be ended immediately.”
18. On 5 December 2023, in a letter dated 1 December 2023, Košice sent a letter to the Player’s legal representative, explaining the reasons for the delay.
19. On 6 December 2023 the Player’s legal representative sent a new letter to Košice, expressing ongoing frustrations over the visa situation. The letter stated, *inter alia*, as follows:

“This is to inform you that, we will have to unilaterally terminate the employment contract with immediate effect and with just cause and file a claim before the

committees of FIFA to get compensations and all other payments and ask for sporting sanctions if the abovementioned violations will not be ended in 5 days."

20. On 12 December 2023, the Player's legal representative sent Košice a new letter, reiterating Košice breaches and demanding immediate action. The letter stated *inter alia* as follows:

"As we explained in our previous notices, we do not accept your excuses about the change of the government. Your Club is responsible to make the necessary applications to the legal offices.

We would like to remind you once again that the Player is currently in France, waiting for your Club to provide the necessary Conditions for visa application.

On the other hand, Player informed me that his October salary which is due from 30 November 2023 is not paid.

Your Club must provide the necessary conditions immediately for the Player to get the necessary visa, residence and work permits and must pay his October salary. Player is waiting for the Club to fulfil/ its responsibilities.

This is to inform you that, we will have to unilaterally terminate the employment contract with immediate effect and with just cause and file a claim before the committees of FIFA to get compensations and all other payments and ask for sporting sanctions if the abovementioned violations will not be ended in 3 days."

21. On 12 December 2023, Košice replied to the Player's legal representative with a letter dated 8 December 2023. In the letter Košice stated, *inter alia*, that it had obtained a national visa required for the temporary stay of the Player, and that the Player would be required to submit an application to the Slovak Embassy in Nairobi, Kenya.
22. On 13 December 2023 the Player's legal representative sent a letter to Košice where he stated that earliest appointment at the Nairobi Embassy was in August the next year.
23. On 18 December 2023 the Player's legal representative sent Košice a letter where he unilaterally terminated his contract. The letter stated, *inter alia*, as follows:

"As you are aware, on 12 December 2023, we sent our forth and last notice before termination related Mr. Ananc Tidjani and asked to stop the violations and to provide the necessary conditions for the Player. In the same notice we informed you that if the Club does not provide the necessary conditions and/or stop the violations in the provided deadline, the employment contract between your club and my client, would be unilaterally terminated with immediate effect.

Despite the fact that we asked you several times to provide the necessary conditions for the player about his visa and permits, your Club did not provide it.

Since the beginning of the contractual relationship, your club is in breach and there is 'Just cause' for my client to terminate the employment contract starting on 1 September 2023, ending on 31 December 2024.

I hereby inform you that with this termination letter Mr. Anane Tidjani terminates the above mentioned contract unilaterally with immediate effect.

I also inform you that we will file a claim against your Club before the committees of FIFA to get the unpaid amounts, compensations, and all other payments and ask sporting sanctions for being in breach.

Consequently. I inform you that Mr. Anane Tidjani is no longer a player of FC Kosice as a result of the unilateral termination of the employment contract with immediate effect".

24. On 19 December 2023, Košice sent the Player a letter where it contested the termination of the Contract, insisting that it had taken all steps to obtain a visa for the Player.
25. On 26 December 2023, the Player signed an employment contract with Al-Rayan Club valid as from 1 January 2024 until 30 March 2024, for a total remuneration of USD 4,000 net.
26. On 3 January 2024 the Player's legal representative sent a letter to Košice where he, *inter alia*, informed Košice that the Player had signed a contract with Al-Rayan and requested Košice 's approval for the international transfer certificate (ITC).
27. On 10 January 2024 the Player was registered with Al-Rayan.
28. On 25 January 2024, Košice sent an email to Al-Rayan, stating that the Player had terminated the Contract without just cause, and requested Al-Rayan to pay a transfer fee of EUR 275,000 within 10 days.
29. On 1 February 2024 Košice paid an amount of EUR 3,800 to the Player, corresponding to the Player's monthly salary for November 2023.

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

30. On 25 December 2023 the Player filed a claim with the Dispute Resolution Chamber of the FIFA Football Tribunal (the "FIFA DRC").

31. In his claim before the FIFA DRC, the Player argued, *inter alia*, that that he made several attempts to obtain the necessary visa and work permits, including contacting embassies in Austria and Nigeria, but received negative responses, as well as engaged with club representatives and other persons at Košice, to no avail.
32. The Player referred accordingly to the jurisprudence of FIFA, stating that it is the club's responsibility to obtain the required permits on time, and a player will be considered to have just cause to terminate their contract if the permits are not available in time. The Player deemed he terminated the Contract with just cause, as it was not possible for him to stay in a foreign country illegally.
33. In its reply and counterclaim, Košice rejected the Player's claim and stated that it was the Player who had breached the contract. In this regard, Košice claimed that they had pursued all necessary steps to secure the Player's visa, and that the Player did not have just cause to terminate the Contract. Košice requested compensation in the amount of EUR 48,000 for the Player's breach of the Contract without just cause, and asserted that Al-Rayan was liable to pay the compensation as the Player's new club.
34. In its reply to the counterclaim, the Player reiterated his arguments and maintained that he had just cause to terminate the Contract.
35. The FIFA DRC rendered a decision on 4 April 2024 (the "Appealed Decision"). The FIFA DRC partially accepted the Player's claims, determining, *inter alia*, as follows:
 - “1. *The claim of the Claimant/Counter-Respondent 1, Anane Tidjani, is partially accepted.*
 2. *The counterclaim of the Respondent/Counter-Claimant, FC Kosice, is rejected.*
 3. *The Respondent/Counter-Claimant, must pay to the Claimant/Counter-Respondent 1 the following amount(s):*
 - *EUR 8,200 as outstanding remuneration plus 5% interest p.a. as from 18 December 2023 until the date of effective payment;*
 - *EUR 44,400 as compensation for breach of contract without just cause plus 5% interest p.a. as from 18 December 2023 until the date of effective payment.*
 4. *Any further claims of the Claimant/Counter-Respondent 1 are rejected.*
 - (...)
 6. *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/Counter-Claimant 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 of 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 Claimant/CounterRespondent 1 in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players

(...).”

36. The grounds of the Appealed Decision were communicated to the Parties on 24 April 2024. A summary of the FIFA DRC’s reasoning in the Appealed Decision is as follows:

- Taking into account the wording of Article 34 of the Procedural Rules Governing the Football Tribunal October 2022 edition (the “FIFA Procedural Rules”), the Procedural Rules is applicable to the matter at hand. In accordance with Article 22 lit. b) of FIFA RSTP, the FIFA DRC is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Benin and clubs from Slovakia and Saudi Arabia.
- In accordance with Article 26 paragraphs 1 and 2 of FIFA RSTP the FIFA RSTP is applicable to the matter at hand as to the substance.
- The FIFA DRC noted that the Player had unilaterally terminated the Contract on the basis of Košice failing to facilitate the issuance of his visa/working permit. In this regard, the FIFA DRC stated that, as a general rule, clubs shall be liable to take all necessary administrative action to ensure that that a player's permit is granted, allowing a player to render the services under the relevant employment contract.
- Having analysed the documentation submitted the parties, FIFA DRC concluded that Košice acted too late, and that the lack of good paperwork forced the Player to travel abroad and wait outside Slovakia for the visa application to be processed, which had a direct impact on his working capabilities.
- Against this background FIFA DRC concluded that the Player terminated the Contract with just cause.

- With regards to the consequences of the termination of the Contract, FIFA DRC found that the Player was entitled to outstanding remuneration for November and December 2023, as well as a bonus, in the total amount of EUR 8,200.
- FIFA DRC further found that the Player was entitled to compensation in the amount of EUR 44,400, corresponding to EUR 48,000 as the total residual value of the Contract between the Parties, minus EUR 3,600 corresponding to the Player's remuneration at Al-Rayan.
- Finally, FIFA DRC found that the Player was entitled to an interest at the rate of 5% p.a. on the outstanding amounts as from the due dates until the date of effective payment.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

37. On 14 May 2024, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport ("CAS"), pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the "Code"), against the Appealed Decision. In its Statement of Appeal, the Appellant requested that the dispute be referred to a sole arbitrator.
38. On 31 May 2024, after having been granted extensions further to Articles R32 and R51 of the Code, the Appellant filed its Appeal Brief. In its Appeal Brief, the Appellant, *inter alia*, requested that CAS should summon and hear seven of Al-Rayan's players and management.
39. On 11 June 2024, the CAS Court Office informed the Parties that the Respondents were given a deadline of 20 days to submit their Answers pursuant to Article R55 of the Code.
40. On 21 June 2024, in accordance with Article R55 of the Code, the Second Respondent filed its Answer.
41. On 24 June 2024, the CAS Court Office informed the Parties that the present matter would be referred to a sole arbitrator.
42. On 1 July 2024, in accordance with Article R55 of the Code, the First Respondent filed his Answer. In its Answer, the Player, *inter alia*, objected to the Appellant's request to summon and hear Al-Rayan's players and management as witnesses.
43. On 2 October 2024, the CAS Court Office, pursuant to Article R54 of the Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr. Espen Auberg, Attorney-at-law in Oslo, Norway

44. On 11 October 2024, the CAS Court Office requested the Appellant to comment on the First Respondent's objection regarding the Appellant's request to examine Al-Rayan's players and management as witnesses.
45. On 14 May 2024, the Appellant filed a letter where it commented on its request to examine Al-Rayan's players and management as witnesses.
46. On 29 October 2024, the CAS Court Office reminded the Appellant that each party is responsible for the availability of the witnesses they intend to call, and that, accordingly, the CAS was not in a position to secure the presence of any of the people indicated in the Appeal Brief by the Appellant.
47. On 1 November 2024, the Appellant informed that, as it had no opportunity to secure the attendance of Al-Rayan's players and management as witnesses, it waived its request for a hearing.
48. On 5 November 2024, the CAS Court Office informed the Parties that the Sole Arbitrator had decided not to hold a hearing in the above-referenced proceeding and to issue the Award solely on the basis of the Parties' written submissions.
49. On 28 November 2024, the CAS Court Office issued an Order of Procedure, and requested the Parties to sign and return a copy of the Order of Procedure to the CAS Court Office by 3 December. The Order of Procedure was subsequently duly signed and returned by Appellant on 29 November 2024, by the First Respondent on 28 November 2024 and by the Second Respondent on 6 December 2024. By signing the Order of Procedure, the Parties confirmed that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

50. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Appellant's Submissions

51. The Appellant's submissions, in essence, may be summarized as follows:

- Košice acknowledges its responsibility to secure visa for the Player, which is why Košice firstly secured extension for stay for Player upon his Schengen visa until 2 December 2023 and subsequently let a professional law firm handle the national visa process of the Player.
- During the contract negotiations Košice fully relied on the Player's assurances regarding his visa and ability to play for Košice. The Player has long time history playing in European Union before he was transferred to Konic, and Košice did not have doubts of his declared whereabouts.
- In the Contract the Player declared that there are no obstacles on his part to provide services agreed in contract. Any responsibility of Košice to undertake due diligence of the visa's status of the player, the Player's declaration in the Contract contractually transferred such obligation to meet the administrative conditions in time of signature of the contract to the Player.
- Košice, immediately after finding out the true situation of the Player within September 2023, remedied the situation first by securing the extension of the temporary stay until 2 December 2023 and contacting the professional law firm with mandate to secure visa for the Player. This action of Košice cannot be seen in any case as if Košice acted too late.
- The third, fourth and fifth notices of the Player took place within 5 days and cannot provide reasonable nor possible time-limit to be fulfilled. The termination of the contract by the Player came in time when Košice delivered to the Player the official decision of the Ministry recommending him national visa.
- Regardless of this fact the Player terminated relationship within winter break and only 7 days later he had already concluded the new employment relationship with Al-Rayan.
- It cannot be reasonably believed that the pre-contractual meetings took place only over seven days. Therefore, the Player was already in negotiations with the new club while still having valid contract with Košice and having all reassurances of Košice that it needs and insists on his services.
- The salary in his new club, Al-Rayan, declared by the Player is clearly not truthful. From generally accessible articles regarding accurate remuneration of third and fourth Saudi-Arabian tier it is undisputed that the remuneration is around 3000 EUR/per week, up to 200 000 EUR per year. Also, the decision of the Player to play for 1200 EUR/month does not make economic sense, because the Player had valid employment contract with Košice for 4000 EUR/per month.

- The amount of compensation for breach of contract awarded by FIFA DRC in the Appealed decision was based on the new contract signed between the Player and Al-Rayan. Košice challenges the veracity of submitted new contract of the Player with Al-Rayan because the submitted contract is not signed by the Player and therefore is not valid, is marked as "Annex 1" which indicates that this is an annex to another contract and because it contains unequivocally and obviously untrue amount of the remuneration that is not consistent with the practices in the third Saudi-Arabia tier.
- Fraudulent practices are commonly applied in the third Saudi-Arabia tier. The Player allegedly signed a contract with 1/3 of the remuneration he already had agreed in his previous contract. Košice believes that submitted new employment contract of the Player is untruth and cannot be used for purposes of calculating compensation.
- In case CAS accepts the argumentation of Košice and declares Player's termination of the contract as without just cause, the amount of compensation shall be enumerated as remaining residual value of the contract i.e. 48,000 EUR. Al-Rayan shall be jointly and severally liable for its payment.
- Since the Player signed a contract with Al-Rayan while still having a valid contract with Košice, Košice was damaged by not obtaining any transfer compensation for the Player. Therefore, Košice requires from the Al-Rayan compensation for signing the Player without transfer agreement of transfer compensation, in the amount of the transfer value of the Player in January 2024. According to transfermarkt.com, the market value of the Player was EUR 275,000.
- During the FIFA DRC proceedings Košice paid to the Player his November's salary. Therefore the amount adjudicated to the Player as unpaid salary shall be reduced by this amount.

52. On these grounds, Košice made the following request for relief:

“a. The appeal filed by FC Kosice against decision of FIFA Dispute Resolution Chamber No. FPSD-13169 rendered on April 4, 2024 is upheld.

b. The decision of FIFA Dispute Resolution Chamber No. FPSD-13169 rendered on April 4, 2024 shall be setaside and replaced as follows:

- *First Respondent shall pay to the Appellant the amount in EUR: 48,000 as compensation for breach of contract without just cause, plus 5% interest p.a. from December 18, 2023 until the date of effective payment. Third Respondent, Al-Rayyan Club, is jointly and severally liable for the payment of the aforementioned amount.*

- *Third Respondent, Al-Rayyan Club, has to pay to the Appellant the amount of EUR 275,000. or alternatively to the requests for relief above, referring the present case back to the FIFA Dispute Resolution Chamber for a new decision, in light of the grounds of the CAS Award;*

and in any event:

c. to condemn the Respondents to the payment in the favor of the Appellant of the legal expenses incurred;

d. to establish that the costs of the arbitration procedure and administration fee shall be borne by the Respondents.”

B. The First Respondent's Submissions

53. The First Respondent's submissions, in essence, may be summarized as follows:

- The Contract was terminated by the Player with just cause. Košice did not make the necessary applications on time and the Player had to leave Slovakia during the season. Despite having to leave the country, he tried to protect the contractual stability and provided several deadlines to Košice to fix his visa issues. He also informed Košice that he agreed to go to Nairobi for his visa, but Košice never provided suitable conditions for that.
- The Player could not inform Košice that he has valid D-type national visa as he had never played in Slovakia. It was Košice's responsibility to check what kind of visa he had on the signing date and if he could stay legally in Slovakia. The Player has the nationality of Benin, an African country and it is difficult to get such national European visas for the citizens of Benin. Košice cannot expect the Player to know about Slovak laws and visa policy.
- The Player did his duty in 10 matches in the league and 2 matches in the cup before he had to leave the country.
- Košice started to work with a law firm too late i.e. after 41 days of the signing of the Contract and never informed the Player about the law firm. Košice did not apply to legal offices on time to obtain the necessary visa. The player had a valid visa when he signed the contract with Košice. Only on 3 November 2023, Košice informed the Player that they need to go to foreign police.
- Despite the Player informing Košice about his visa situation several times from September 2023, Košice did not apply to legal offices timely. During the process of the visa application the Player did his best and contacted embassies. Unfortunately, the answers were negative from the embassies related to obtain the necessary visa.

- Košice had never informed the Player that they were working on the issue with a law firm. Košice always sent its answers late and did not take the Player's demands seriously. Consequently, the trust between the parties was significantly shattered.
- The Appellant's claims that the Player acted antagonistically to sign a new contract in Saudi Arabia are not true. The Player started to ask and complain about his visa situation immediately after the signing of the contract in September 2023. The Player sent his first notice in the beginning of November when he was provided a deadline to leave the country. After the answer of Košice, the Player waited with patience until the end of the month. The Player also sent three more notices even after he had to leave Slovakia to protect the contractual stability. He even agreed to go to Nairobi to apply for necessary visa during the season. He accepted such situation to continue playing for Košice.
- Despite the attempts of the Player with good faith, Košice never took him serious and did not want to pay the costs of the necessary flight, accommodation etc. to get visa for the Player.
- After the termination of the Contract, the Player had a visa problem in Schengen area because of the fault of Košice. As an African player, he could not get Schengen visa even to enter and stay in the Schengen area. The Player received an offer from Al-Rayan and had to accept it to continue his football career despite being paid a low salary. He thought it was better to go to Saudi Arabia than going to Benin.
- The contractual amount declared by the Player is truthful. The Player had to sign a contract to continue his football career out of Schengen area. It was the only offer by then and the Player had to accept it to leave Schengen area.
- The Player has never received offers with large salaries. If he received such offer, the Player would accept it and not ask compensation from Košice.
- The Player terminated the Contract when he was out of Slovakia. The termination notice was sent by the Player on 18 December 2023 i.e. 16 days after he left Slovakia. He had been waiting for the Appellant to provide the necessary conditions but it did not happen.
- Before the termination, the Player had no offers, he was desperately waiting for the process. The Player terminated the Contract because Košice did not obtain the necessary visa despite his requests. After all, the Player could not stay in Schengen area and had to go to Saudi Arabia to join Košice, Al-Rayan as it was his only option.
- The contract sent by the Player to the FIFA is valid and the only contract between the Player and Al-Rayan.

54. On this basis, the Player made the following request for relief:

“1. To confirm the decision of Dispute Resolution Chamber (FPSD – 13169),

2.To reject the appeal of the Club FC Kosice,

3.To confirm that the unilateral termination of the employment agreement between the Player and the Clubby the Player is with just cause,

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

5.To condemn the Appellant to pay the Respondent 1 the legal fees i.e. CHF 5.000 and other expenses in connection with the present proceedings. “

C. The Second Respondent’s Submissions

55. Al-Rayans submissions may be summarized as follows:

- Al-Rayan signed the Player after the Player had unilaterally terminated the Contract on the basis that he could not enter Slovakia due to visa issues.
- Al-Rayan did not conduct any negotiations with any club regarding the Player.
- The procedures for registering the Player were carried out in accordance with applicable law and regulations.

V. JURISDICTION

56. The jurisdiction of CAS derives from Article R47 of the Code, which reads:

“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.”

57. Further, the jurisdiction of CAS derives from Article 57 (1) of FIFA’s Statutes (May 2022 Edition), as it determines that *“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 receipt of the decision in question”*.

58. The jurisdiction of CAS is not contested by the Respondents and is further confirmed by the Order or Procedure duly signed by the Parties.

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

VI. ADMISSIBILITY

60. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the Code and Article 50 (1) of the FIFA's Statutes (May 2024 Edition). The Statement of Appeal was filed by the Appellant on 14 May 2024, i.e. 20 days after the FIFA communicated the Appealed Decision to the Parties on 24 April 2024, hence within the deadline of 21 days.
61. The appeal complied with all other requirements of Article R48 of the CAS Code.
62. It follows that the appeal is admissible.

VII. APPLICABLE LAW

63. Article R58 of the CAS Code provides as follows:

“Law Applicable to the Merits. 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.”

64. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA. Swiss law shall be considered subsidiarily in case of lacuna in the various regulations of FIFA.

VIII. PRELIMINARY ISSUE - THE APPELLANT'S REQUEST TO SUMMON AND HEAR AL-RAYAN'S PLAYERS AND MANAGEMENT

65. In its Appeal Brief, the Appellant requested that CAS should summon and hear seven of Al-Rayan's players and management. The reasoning for the request was that Košice suspected that the new contract between the Respondents, submitted by the Player was not the only contract between the Respondents, and Košice did not have any legal possibilities to obtain the true contract between the Respondents, or to find out the financial aspects of Al-Rayan.
66. In its Answer, the Player objected to the Appellant's request to summon and hear Al-Rayan's players and management.

67. The Sole Arbitrator notes that Article R51 of the Code stipulates that an Appellant shall, when filing an Appeal Brief, include the names of witnesses it intends to call, and include a brief summary of their expected testimony. The Sole Arbitrator notes that the Appellant, in its Appeal Brief, named all the persons it intended to call as witnesses, and also included a brief summary of their expected testimonies. Further, as the CAS Code does not contain any requirements regarding the question of who may appear as a witness in CAS proceedings, any person may, in principle, be a witness, also persons that are employed by or have a close relationship with the other parties of the proceeding. However, pursuant to Article R44.2 of the Code, which, seen in connection with Article R57.4 of the Code, applies to appeal arbitration procedures by analogy, each party is responsible for the availability of the witnesses it has called. Where a witness refuses or fails to appear for a testimony, the CAS Code does not empower the panel to subpoena the witness, and consequently the panel may proceed with the hearing and render an award. As such, it will, in principle, be up to the witness to decide whether it wants to give a testimony during a hearing.
68. Applying these principles to the case at hand, it is the Appellant that is responsible for the witnesses it has called. Against this background, the Sole Arbitrator concluded that the Appellant's request that CAS should summon and hear seven of Al-Rayan's players and management shall be dismissed.

IX. MERITS

A. The Main Issues

69. The Sole Arbitrator notes that the case concerns an employment related dispute between a football player and a football club, more specifically if the Player was entitled to unilaterally terminate the Contract.
70. Consequently, the main issues to be resolved by the Sole Arbitrator are if the Player was entitled to terminate the Contract, and the consequences of the Player's unilateral termination of the Contract.
71. Before turning to these issues, the Sole Arbitrator notes that the Parties have different views concerning the facts of the case, in particular regarding the contractual relationship between the Player and Al-Rayan. In this regard Article 8 of the Swiss Civil Code provides with respect to burden of proof that: *"Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right."*
72. This principle has been applied in CAS jurisprudence, as illustrated in the case CAS 2020/A/6796 (paragraph 98) where the Panel stated:

"[I]n CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue, In other words,

the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”.

73. In this respect, pursuant to Article 8 of the Swiss Civil Code, it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon.

i. Was the Player entitled to unilaterally terminate the Contract?

74. The Sole Arbitrator notes that in the termination letter, sent via email on 18 December 2023, the Player invoked that Košice’s inability to provide him with a visa and a work permit constituted a just cause for termination of the Contract.
75. Given that the Player terminated the Contract, the burden of proof in establishing that such premature termination was justified lies with the Player.
76. The Contract lists a limited number of situations that entitles the Player to unilaterally terminate the Contract. None of the situations described in Article III paragraphs 13 and 14 of the Contract applies to the case at hand, where the Player terminated the Contract due to Košice not having provided him with a visa and a work permit.
77. However, Article IV, paragraph 1 of the Contract states that the Contract shall be governed by, *inter alia*, FIFA regulations. In this regard, the Sole Arbitrator notes that the issue of whether the Player was entitled to unilaterally terminate the contract must be assessed based on the FIFA regulations, more specifically the FIFA RSTP. Unilateral termination of a football player’s contract is regulated in Article 14 of the FIFA RSTP, which reads as follows:

“Terminating a contract with just cause

- 1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.*
 - 2. 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.”*
78. The FIFA RSTP Commentary (2023 edition) provides as follows with regards to a party’s possibility to unilaterally terminate a contract with just cause (page 129-130):

“When assessing whether a unilateral contract termination is justified, the following general criteria must be applied, considering the specific circumstances of each individual matter:

- *Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract.*
- *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.*
- *The termination of a contract should always be an action of last resort (an “ultima ratio” action).”*

79. CAS panels have on numerous occasions considered whether a party’s contractual breach constitute just cause. In CAS 2016/A/4884 the sole arbitrator stated as follows (paragraph 65):

“pursuant to the well-established jurisprudence of the CAS, only material breaches of an employment contract constitute just cause for its termination. The breach must be material in the sense that, in the circumstances of the breach at stake, the other party cannot be expected to continue the contract while the first party is in breach”.

80. In CAS 2014/A/3684, the panel stated as follows:

“only when there are objective criteria which do not reasonably justify the expectation of continuation of the employment relationship between the parties may a contract be terminated prematurely. Hence, if more lenient measures or sanctions can be imposed by an employer to ensure the employee’s compliance with his contractual obligations of his contractual duties, such measures should be implemented before terminating an employment contract. A premature termination of an employment contract can always only be an ultima ratio.”

81. The Sole Arbitrator concurs with the considerations of the abovementioned panels, and holds that in an employment relationship between a club and a player, a party’s unilateral termination of an employment contract can only be deemed to have just cause if the breach is considered material, if the party not in breach cannot be expected to continue the contractual relationship with the party in breach, and that the employment contract may only be unilaterally terminated as a last resort (ultima ratio).
82. In the case at hand the Player claims that Košice’s inability to provide him with a visa and a work permit constituted a just cause for termination of the Contract. In this regard, the Sole Arbitrator notes that CAS panels in numerous cases have held that it is the

club's obligation to obtain a work permit and a visa for the player. In CAS 2009/A/1838 (paragraph 25, the panel stated as follows:

“it is generally the employer's duty to take the necessary measures to obtain a work permit or a visa for an employee to enter and perform his professional activity in a particular country”

83. A similar approach was taken by the panels in CAS 2017/A/5164 (paragraph 146) and CAS 2018/A/5586 (paragraph 86.). In the latter case the panel stated as follows (paragraph 87):

“The Panel recognises that whilst the primary burden in this instance was therefore on the Club to take the necessary steps to obtain a work permit and visa for the Respondent in order for him to fulfil his duties under the Employment Contract, there was also a duty on the Respondent to comply with all reasonable requests made by the Club in this regard, such as providing all necessary documentation in his possession in order to assist the Club in its relevant applications.”

84. The Sole Arbitrator concurs with the considerations of the panels in the aforementioned cases and holds that, in general, it is the obligation of the club to take the necessary steps to obtain a work permit and a visa for the player, and that the player is obliged to contribute to the process by providing necessary documentation to the club.
85. The Sole Arbitrator notes that Košice and the Player concluded the Contract on 1 September 2023, and that the employment relationship between the two started the same day. In September 2023 the Club became aware that it was necessary to obtain a different visa than the Player had obtained before concluding the Contract.
86. The Sole Arbitrator further notes that after Košice became aware that the Player's visa was insufficient, it made certain efforts trying to obtain a new visa. In particular it contacted a law firm on 11 October 2023, requesting the law firm to obtain a visa for the Player, and between 8 and 30 November 2023, it was in contact with the Ministry, requesting a new visa for the Player.
87. The Sole Arbitrator notes that although Košice made certain efforts trying to obtain a visa for the Player, its efforts were not successful.
88. In this regard, the Sole Arbitrator holds that, in general, it cannot be expected that players have knowledge of the specific requirements for working in foreign clubs. Consequently, a club wishing to employ a foreign player has to exercise due diligence and carry out all relevant assessments prior to entering into an employment contract with that player, hereunder verifying that the player has or may obtain a work permit and a visa that is necessary for the player to perform his services under the employment contract. Such understanding is consistent with the FIFA RSTP Commentary (2023 edition) which provides as follows (page 239):

“Similarly to medical examinations, obtaining a valid work permit – and, although it is not explicitly mentioned, a visa – is considered an administrative formality that a club is required to complete prior to signing a contract with a player. The engaging club is obliged to take all necessary administrative action to ensure a work permit and/or visa is granted to the player, thus allowing them to render their services to the club. This action must be taken before the contract is signed. This principle is consistent with Swiss law, according to which it is the employer’s responsibility to apply for a work permit for a potential employee and/or to liaise with the competent authority to obtain or renew a work permit for any employee whose activity must be authorised.

(...)

If they do not have a valid work permit or visa, the player will not be able to render their services as a professional in accordance with their contract without breaking national law. It is therefore appropriate and justified to require clubs, in their capacities as employers, to ensure this does not happen. A club must procure the work permit and any other required authorisation in a timely manner. If a club does not comply with this duty, it should not be able to benefit from the situation to the detriment of the player. If an employer (club) does not take the necessary action to provide its employee (player) with a work permit or visa, and if this prevents the employee from entering the country in which they are employed and/or prevents them from starting work, this could be seen as an unjustified breach of contract by the employer.”

89. The Sole Arbitrator notes that Košice seemingly failed to perform such assessment prior to concluding the Contract with the Player, and only became aware that the Player’s visa was insufficient several weeks after the Contract was concluded. Košice first started the process of trying to obtain a visa for the Player on 11 October 2023, almost six weeks after the Contract had been concluded. After 11 October 2023, almost four more weeks passed before Košice on 6 November 2023 followed up the request to the law firm it had engaged to obtain the visa.
90. The Sole Arbitrator holds that the efforts made by Košice to obtain a visa for the Player were unsuccessful, partly due to its failure to adequately assess the need for a visa prior to concluding the Contract with the Player, and partly due to its failure to prioritize obtaining a visa once it became aware that the Player’s visa was insufficient.
91. As held by the panel in CAS 2018/A/5586, in the process of obtaining a visa, the player must comply with all reasonable requests made by the club hereunder providing all necessary documentation in his possession in order to assist the club in its application. The Sole Arbitrator holds that the Player provided Košice with the relevant documents and complied with all of Košice’s requests needed for the visa application.
92. After taking in consideration the circumstances of the case, the Sole Arbitrator concludes that Košice has not sufficiently established that it did take the necessary steps to obtain a visa for the Player.

93. Having concluded that the Club has not sufficiently established that it did take the necessary steps to obtain a visa for the Player, the Sole Arbitrator must assess whether the Club's failure to obtain a visa for the Player justifies the Player's unilateral termination of the Contract.
94. As noted above, the Player's unilateral termination of the Contract will only be justified if Košice's breach of the Contract is considered material, if the Player cannot be expected to continue the contractual relationship with Košice, and the unilateral termination is considered as a last resort (*ultima ratio*).
95. Košice's failure to secure a visa for the Player resulted in the Player being forced to leave Slovakia on 2 December 2023 as his temporarily visa expired, which again resulted in the Player being unable to perform services as a football player to Košice as agreed in the Contract. In general, the Sole Arbitrator holds that a player's possibility to attend training and to be given the possibility to compete in football matches must be considered as essential rights under an employment contract. Košice's failure to obtain a visa that led to the Player being forced to leave Slovakia effectively barred the Player from exercising such essential rights.
96. With respect to Košice's claim that the Player was already in negotiations with a new club when he terminated the Contract, the Sole Arbitrator finds that there are no indications that the Player's unilateral termination of the Contract was motivated by a desire to transfer to a new club. On the contrary, on five occasions the Player stressed the importance of obtaining the visa, putting Košice in default. Six weeks passed without Košice curing the default, before the Player unilaterally terminated the Contract on 18 December 2023.
97. Against this background, considering all the above circumstances, the Sole Arbitrator holds that when the termination letter was sent via email on 18 December 2023, the Player had just cause for unilaterally terminating the Contract.

ii. *What are the consequences of the Player's unilateral termination of the Contract?*

98. Having determined that the Player had just cause to terminate the Contract, it is now up to the Sole Arbitrator to determine the consequences thereof.
99. Firstly, in accordance with the principle of *pacta sunt servanda*, the Player is entitled to the amount owed to him by the Club at the time he unilaterally terminated the Contract. In this regard, the Sole Arbitrator notes that the Contract stipulates that the Club shall pay a monthly salary of EUR 4,000 at the end of each month. At the time the Contract was terminated, on 18 December 2023, the payments of the salary for the month of November 2023 as well as a bonus of EUR 200 were overdue. Furthermore, the salary for December 2023, EUR 4,000, became overdue at the end of December 2023. EUR 3,800 of the total salary of EUR 4,000 for November 2023 was paid by Košice on 1

February 2024. Consequently, the Player is entitled to a total of USD 4,400 as outstanding remuneration for November and December 2023 as well as the goal bonus.

100. Secondly, the Player is in principle entitled to compensation because of Košice's breach of its contractual obligations under the Contract.
101. In the Contract, the Parties have not regulated how compensation for the Player's unilateral termination of the Contract with just cause shall be calculated. The compensation for breach of the Contract to be paid to the Player by the Club is therefore to be determined in accordance with Article 17 (1) of the FIFA RSTP, which provides as follows:

“Consequences of terminating a contract without just cause

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 terminate 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.”

102. The Sole Arbitrator notes that, although the heading of Article 17 of the FIFA RSTP suggests that it only applies to situations where a contract has been unilaterally terminated *without* just cause, it also applies to situations where a contract has been unilaterally terminated *with* just cause, as established by the Panel in CAS 2020/A/6727 paragraph 232 *et seq.*
103. Article 17 (1) of the FIFA RSTP states a clear method of calculation. In general, if a player has not signed with a new club, the player shall be entitled to an amount equaling the wages for the remainder of the contract if such contract had been performed until its expiry. If the player has signed a contract with a new club, these wages shall be deducted from the compensation. The positive difference between the value of the old contract and the new contract in the corresponding time frame, is defined as “*mitigated compensation*”. The Sole Arbitrator further notes that in case the *early termination of the contract is due to overdue payables* the player will automatically be entitled to three months wages, defined as “*additional compensation*”. As the Contract was terminated due to other reasons than overdue payables, additional compensation shall not be awarded in the case at hand.
104. The wages for the remainder of the Contract consist of 12 monthly salaries of EUR 4,000 each, for the months January to December 2024. In other words, the residual value of the Contract amounts to EUR 48,000.
105. After the termination of the Contract, the Player signed a new employment contract with Al-Rayan valid from 1 January 2024 until 30 March 2024. Pursuant to Article 17 (1) (ii) of the FIFA RSTP, the remuneration under the new employment contract with Al-Rayan shall, in principle, be deducted when calculating the compensation due to the Player. The employment contract with Al-Rayan entitles the Player to a remuneration of USD 4,000, corresponding to approximately EUR 3,600, for the entire contract period.
106. With regards to Košice’s argument that the contract between the Player and Al-Rayan does not reveal the full remuneration due to the Player, the Sole Arbitrator notes that Košice’s claim is unsubstantiated and that there are no indications that the Player and Al-Rayan have agreed terms that are not revealed in the submitted employment contract between them.
107. Against this background, pursuant to Article 17 (1) (ii) of the FIFA RSTP, the remuneration under the new employment contract with Al-Rayan that shall be deducted from the compensation amounts to EUR 3,600.
108. The mitigated compensation amounts to EUR 44,400, calculated in accordance with Article 17 (1) (ii) of the FIFA RSTP, corresponding to the residual value of the Contract

(i.e. EUR 48,000) minus the value of the new contract signed between the Player and Al-Rayan (i.e. EUR 3,600).

109. In light of the above, the Player is entitled to a total amount of EUR 48,800, calculated as follows:

- EUR 4,400 as outstanding remuneration for the months November and December 2023 as well as bonus;
- EUR 44,400 as mitigated compensation, pursuant to Article 17 (1) (ii) of the FIFA RSTP.

B. Interest

110. The Sole Arbitrator observes that the Player requests CAS to adopt an award upholding the Appealed Decision. In the Appealed Decision, the Player is awarded an interest of 5% p.a. as of the due dates of each instalment. Interest rate is not regulated in the Contract, or in any regulations referred to by the Parties.

111. Article 73 of the Swiss Code of Obligations provides as follows:

“Where an obligation involves 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”.

112. The interest rate defined in the abovementioned Article coincides with the interest awarded to the Player in the Appealed Decision.

113. Košice has not objected to application of this interest rate. Therefore, the Sole Arbitrator concludes that an interest rate of 5% per annum over the amount of compensation shall be awarded to the Player.

C. Conclusion

114. Based on the foregoing, the Sole Arbitrator finds that:

- The Player had just cause to unilaterally terminate the Contract.
- The Player is entitled to a total amount of EUR 48,800, corresponding to EUR 4,400 as outstanding remuneration and EUR 44,400 as mitigated compensation.
- The Player is awarded an interest rate of 5% per annum over the amount of compensation awarded to the Player.

X. Costs

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by FC Košice against the decision rendered on 4 April 2024 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is partially upheld.
2. The decision rendered on 4 April 2024 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is confirmed, except for paragraph 3 of the operative part, which shall be amended as follows:

“The Respondent/Counter-Claimant, must pay to the Claimant/Counter-Respondent 1 the following amount(s):

- EUR 4,400 as outstanding remuneration plus 5% interest p.a. as from 18 December 2023 until the date of effective payment;

- EUR 44,400 as compensation for breach of contract without just cause plus 5% interest p.a. as from 18 December 2023 until the date of effective payment.”
3. (...).
4. (...).
5. (...).
6. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 April 2025

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator