



TAS / CAS

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

CAS 2024/A/10775 Al Salmiya Sporting Club v. Srdjan Spiridonovic

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Daan de Jong, Lawyer, the Netherlands

in the arbitration between

Al Salmiya Sporting Club, Kuwait City, Kuwait

Represented by Pedro Macieirinha - José Macieirinha, Pedro Macieirinha e Associados -
Sociedade de Advogados, RL-, Vila Real, Portugal

Appellant

and

Mr Srdjan Spiridonovic, Wien, Austria

Represented by Mirko Poledica, Belgrade, Serbia

Respondent

I. THE PARTIES

1. Al Salmiya Sporting Club (the “Appellant” or the “Club” or “Al Salmiya SC”) is a professional football club with its registered office in Kuwait City, Kuwait. The Club is registered with the Kuwait Football Association (the “KFA”), which in turn is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
2. Mr Srdjan Spiridonovic (the “Respondent” or “the Player”) is an Austrian and Serbian citizen and football player born on 13 October 1993. He is currently unemployed/without a club.
3. Al Salmiya Sporting Club and Mr Srdjan Spiridonovic are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND AND FIFA PROCEEDINGS

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adducted at the hearing. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows.
5. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning and the background of the dispute.

A. Factual Background

6. On 27 January 2024, the Parties concluded an employment agreement valid as from 30 January 2024 until 31 May 2025 (the “Contract”). Clause 4 of the Contract stated that the Club had “*the right to unilaterally terminate the contract after the end of season 2023/24*”.
7. The Contract entitled the Player, *inter alia*, to the following remuneration:
 - USD 30,000 Sign-on fee, payable upon signing the Contract
 - USD 24,000 As a monthly salary as from February 2024 to June 2024, payable at the end of each month.
 - USD 50,000 As a one-off payment, payable on 31 July 2024
 - USD 25,000 As a monthly salary, payable as from August 2024 to May 2025, payable at the end of each month.
8. In addition, the Player was throughout the contract period, *inter alia*, entitled to:
 - Economy class air tickets for the Player and his wife
9. Clause 19 of the Contract provided:

“In the event where the player is found guilty of misbehavior or violation of the club’s status. The resolutions of the Board, by-laws, rules and resolution [sic!] of the Kuwaiti Football Association or the instructions [sic!] or articles of this contract, the club shall have the right to impose the penalties conformity [sic!] to the nature of violations or misbehavior, particularly in the following cases:

- 1. Violation of the instructions issues by the Administration of the Club or KFA or neglect in the performance thereof.*
- 2. Violation of the provisions of the contract.*
- 3. Violation of the instructions of the coach or team manager.*
- 4. Penalty of the player by the referees by warnings, expulsion from the match or suspension by the KFA.*
- 5. Not attending the training being, being late on the time specified or not participation [sic!] seriously.*
- 6. Not attending the matches assigned to participate in or in which he participated but did not make any effort or show any seriousness in playing.*
- 7. Misbehavior or harming the reputation of the players in the country.*
- 8. Not following the treatment program in case of injury or disease.*

He shall be subject to the following penalties according to the nature of violation or behavior and the repetition of the same (without observing the below-mentioned order) as follows:

- 1. Addressing a written notice*
- 2. Addressomg [sic!] a wrotten [sic!] warning*
- 3. Canceling [sic!] bonuses*
- 4. Deducting not more than 50% of the player’s monthly salary.*

(...)”.

10. Between 17 February 2024 and the Player’s termination of the Contract on 26 March 2024, the Parties and their respective legal representatives exchanged numerous emails and letters, which set out the factual circumstances underlying this dispute, as detailed below
11. On 17 February 2024, the Club requested the Player to provide his bank account details, either of a bank in Kuwait or abroad, for the payment of the financial dues stipulated in the Contract.
12. In response, on 18 February 2024, the Player provided his bank account details for an account in Austria.
13. On the same day, the Player sent a letter to the Club alleging that, on 17 February 2024, the Club had orally informed him of its intention to terminate the Contract by mutual agreement with immediate effect, an offer the Player refused, as he had already played for two clubs in official matches during the 2023/24 season, rendering him ineligible to register with another club. The letter further claimed that the Player had declined to

terminate the Contract and the Club engaged in acts of intimidation and harassment aimed at pressuring him. Additionally, the Player requested the Club in the letter to immediately pay the outstanding sign-on fee of USD 30,000, which had fallen due on 27 January 2024 under Clause 4 of the Contract.

14. On the same day, the Club sent a letter to the Player, accusing him of breaching his contractual obligations by engaging in misconduct against the Club. Specifically, the Club alleged that the Player had made abusive, racist, and mocking remarks toward a Club employee, as he had referred to the Club as a "*small club*" and had responded, "*just to get the money (good offer)*" when asked by the employee why he had accepted to join the Club. The Club asserted that the Player's actions constituted misconduct and violations of the Club's rules, regulations, and statutes, and Clause 19 of the Contract. Consequently, the Club initiated disciplinary proceedings against the Player, requesting him to submit a defence statement in response to the allegations. The Club's board would then decide on the matter.
15. On 20 February 2024, the Player denied all allegations, calling them fabricated attempts by the Club to pressure him into terminating the Contract. He claimed that the accusations followed his complaints of harassment and threats from the Club. He further alleged that the Club owed him USD 30,000 under Clause 4 of the Contract, had unjustifiably banned him from team training, forced him to train alone with minimal supervision and no medical care, and seized his car after he refused to terminate his Contract. Alleging the Club of unprofessional conduct and breaches of contract by the Club, the Player demanded reinstatement to the first team and refused to participate in the disciplinary proceedings, which he characterised as "*fabricated*" and "*not fair and honest*".
16. On the same day, the Player sent a second letter to the Club, demanding his immediate reinstatement to the first team and written confirmation within two days of the Club's intent to honour the Contract.
17. Later that day, the Club requested the Player to complete a so-called FIFA bank account registration form. In response, the Player informed the Club that such a form was required only under special circumstances during FIFA proceedings and that he was not obligated to register his bank account with FIFA to receive payments from the Club. At the same time, he once again provided the Club with his Austrian bank account details. Additionally, upon the Club's request and for the purpose of his residency permit application, the Player handed over his physical passport to the Club.
18. On 21 February 2024, the Club sent a letter to the Player informing him that the Club's Board would review and decide on the disciplinary matter within three days.
19. On 22, 23, and 24 February 2024, the Player sent multiple warning notices to the Club, reiterating his demand for his immediate reinstatement to the first team and payment of his outstanding remuneration. Additionally, he again challenged the validity of the disciplinary proceedings, arguing that they violated principles of due process and natural justice, as the Club improperly acted as both an interested party and the adjudicating authority.

20. On 24 February 2024, the Club informed the Player in writing that he would continue training individually, separate from the squad, pending the conclusion of the disciplinary proceedings. The Club also stated that the decision on these proceedings was delayed and would be issued on 28 February 2024.
21. On 25 February 2024, the Player responded in writing, again asserting that the disciplinary proceedings were fabricated to pressure him into prematurely terminating the Contract. He further claimed that the Club unlawfully barred him from team training as part of this coercive strategy with the aim of the Player agreeing to the termination of the Contract. Additionally, he alleged that the Club deliberately scheduled training on a designated rest day, reinforcing his position that he was subjected to unfair and prejudicial treatment. Finally, the Player reiterated that the Club remained in breach of its contractual obligations by failing to pay his overdue salary.
22. On 26 February 2024, the Club reaffirmed that the Player would continue training individually, separate from the squad, pending the conclusion of the disciplinary proceedings. At the same time, the Club requested a copy of the Player's passport, despite having already received the physical document. The Club further stated that completing visa formalities and opening a bank account was a necessary prerequisite for processing the payment requested by the player.
23. On 27 February 2024, the Player notified the Club that it remained in breach of the Contract without just cause by compelling him to train individually, separate from the first-team squad, for eight consecutive days without rest under the pretext of pending disciplinary proceedings, despite the absence of valid legal grounds for such treatment. He further noted that, despite providing the requested bank account details, the Club had failed to fulfil its payment obligations, constituting an ongoing contractual breach. Additionally, the Player reiterated that he had already submitted his passport to the Club on 20 February 2024. At the same time, the Player formally demanded his immediate reinstatement to the first-team squad, equitable treatment regarding rest days, and written confirmation of the Club's intent to uphold the Contract for its full remaining duration.
24. On 29 February 2024, the Player formally demanded that the Club pay, *inter alia*, the outstanding amount of USD 54,000, consisting of the signing fee and his February salary. Additionally, he reiterated his request for immediate reinstatement to the team, equitable treatment regarding rest days, arguing that the Club, in the meantime, had subjected him to 10 consecutive days of uninterrupted training.
25. On 29 February 2024, the Club responded by reaffirming that the Player would continue training individually, separate from the first-team squad, due to the ongoing disciplinary proceedings. The Club held that the absence of designated rest days during this period was a technical decision by the training staff to ensure he maintained his physical condition through an intensive individual training program.
26. At the same time, the Club issued a disciplinary decision in which its Board of Directors found the Player guilty of improper conduct toward a Club employee. As a result, the Club imposed a fine equal to 50% of the Player's monthly salary. Furthermore, the Club

informed the Player that his reinstatement to the first team would be conditional on his formal declaration that he would not appeal the disciplinary decision. Additionally, the Club notified the Player of its unilateral decision to terminate the Contract at the end of the 2023/24 season, in accordance with Clause 4 of the Contract.

27. On 4 March 2024, the Player formally rejected the sanctions imposed by the Club, asserting that he had not breached any contractual obligations. He argued that the disciplinary proceedings lacked independence, fairness, and any contractual basis. Furthermore, the Player demanded payment of his sign-on fee, his February 2024 salary, and his accommodation and car allowances within five days of notification. He also requested his immediate reinstatement to collective training, to be able to enjoy a weekly rest day, and the issuance of his residency and work visa within the same five-day period.
28. On 5 March 2024, the Club informed the Player that he would continue training individually until he formally agreed not to appeal the disciplinary decision. Regarding his outstanding financial claims, the Club expressed its willingness to negotiate a settlement.
29. On 6, 14, and 18 March 2024, the Player submitted formal requests to the Club, reiterating his demands for reinstatement to collective training, a designated weekly rest day, and payment of his outstanding remuneration. He asserted that the Club had failed to comply with his previous requests, specifically by not reinstating him in team training, not granting him a rest day, and failing to pay his sign-on fee, February 2024 salary, accommodation, and car allowance. Additionally, the Club had not provided him with his residency and work visa. The Player demanded immediate compliance and warned the Club that continued non-compliance would give him grounds to terminate the Contract with just cause. He also requested the immediate return of his passport, which he had handed over to the Club on 20 February 2024.
30. On 19 March 2024, the Club informed the Player that his passport had been retained for visa processing, which was still ongoing. The Club stated that the Player could collect his passport at any time but cautioned that doing so would halt the visa issuance process.
31. On 20 March 2024, the Player reiterated that the Club had failed to comply with his previous demands, including reinstating him in team training, granting him a weekly rest day, paying his outstanding sign-on fee, February 2024 salary, accommodation, and car allowance, and issuing his residency and work visa. He also objected to the handling of his passport, arguing that the visa process should have been completed before he began playing for the Club. The Player requested documentation proving the initiation and status of the visa process within three days and urged the Club to resolve the outstanding contractual breaches within the same period. He warned that continued non-compliance would give him just cause to terminate the Contract.
32. On 25 March 2024, the Club reiterated that the Player was training separately due to the ongoing disciplinary process and justified the lack of rest days as a technical decision by the coaching staff to maintain his physical condition. The Club stated once again that the Player would remain separated from the squad until the disciplinary decision became

final and binding or was formally accepted in writing. Regarding outstanding payments, the Club asserted that they were unrelated to the disciplinary proceedings but expressed a willingness to settle the matter separately. The Club informed the Player that, while he could retrieve his passport at any time, doing so would halt the visa issuance process.

33. On 26 March 2024 (“Termination Date”), the Player terminated the Contract in writing, citing multiple alleged breaches by the Club. He claimed that the Club had initiated a fabricated and unfair disciplinary procedure to punish and pressure him into terminating the Contract. He further alleged that the Club had barred him from team training since 20 February 2024, failed to reinstate him in collective training, and denied him a weekly rest day for over a month. Additionally, the Player stated that the Club had failed to pay his sign-on fee, his February 2024 salary, accommodation, and car allowance, and had not provided him with his residency and work visa.
34. Following the termination of the Contract, the Player was initially unemployed before eventually signing a new professional contract with the Slovenian club NŠ Mura, effective from 29 July 2024 to 30 June 2025, entitling the Player to a monthly salary of EUR 1,300. This contract was later terminated by mutual agreement between the Player and NŠ Mura on 22 October 2024. Under the terms of the mutual termination, the Player received a termination fee of EUR 4,200.

B. FIFA Proceedings

35. On 5 April 2024, the Player filed a claim before the FIFA Dispute Resolution Chamber of the FIFA Football Tribunal (the “FIFA DRC”) against the Club, alleging that the Club had breached the Contract, thereby entitling him to terminate it with just cause.
36. In its claim, the Player sought payment of outstanding remuneration totalling USD 74,129 plus interest, compensation for breach of contract amounting to USD 525,871, as well as reimbursement for flight ticket expenses for him to fly from Kuwait to Austria after he had terminated the Contract.
37. On 11 July 2024, the FIFA DRC rendered its decision (the “Appealed Decision”), the operative part reading as follows:

“1. The claim of the [Player] is partially accepted.

2. The [Club] must pay to the Claimant the following amount(s):

- *USD 78,000 as outstanding remuneration plus interest p.a. as follows:*
 - *5% interest p.a. over the amount of USD 30,000 as from 28 January 2024 until the date of effective payment;*
 - *5% interest p.a. over the amount of USD 24,000 as from 1 March 2024 until the date of effective payment;*

- *5% interest p.a. over the amount of USD 24,000 as from 26 March 2024 until the date of effective payment;*
- *USD 372,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 26 March 2024 until the date of effective payment;*
- *EUR 403.65 as reimbursement of flight expenses.*

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. The Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

6. If full payment (including all applicable interest) is not made within 30 days of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee.

7. This decision is rendered without costs”.

38. The full grounds of the Appealed Decision were communicated to the parties on 25 July 2024. In essence, the Appealed Decision’s grounds can be summarised as follows:

- i. The FIFA DRC held that, at the time of termination, an amount of USD 54,000 corresponding to more than two salaries under the Contract, remained due hence the FIFA DRC concluded that the Player had a just cause to unilaterally terminate the Contract based on Article 14bis of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”) as the Player had put the Club in default at least 15 days before the Player had effectively terminated the Contract.
- ii. The FIFA DRC further concluded that the Player had just cause to terminate the Contract under Article 14(2) of the FIFA RSTP, finding that the Club engaged in conduct amounting to abusive behaviour. In particular, the FIFA DRC held that the Club unjustifiably excluded the Player from the first team and failed to provide any substantiated evidence of the alleged misconduct that purportedly justified such exclusion. The FIFA DRC also noted the imposition of a continuous and excessive individual training regime, combined with acts of harassment, threats, and the withholding of the Player’s passport, which collectively constituted abusive conduct within the meaning of Article 14(2) of the FIFA RSRP.

- iii. Consequently, the FIFA DRC ordered the Club to compensate the Player by paying outstanding remuneration and damages.
- iv. The FIFA DRC ruled that the Club had committed a clear breach of contract within the protected period, as defined in Article 17(4) of the FIFA RSTP, taking into account the Player's age of 30 at the time of signing the Contract. Given the severity of the Club's actions, including arbitrary disciplinary measures, forced solitary training, threats that the Player's training situation would only be resolved if he accepted the fine imposed and the premature contract termination as from the end of the 2023/24 season, and the retention of his passport, the FIFA DRC imposed sporting sanctions on the Club consisting of a ban to register from registering any new players, both nationally and internationally, for the two next entire consecutive registration periods following notification of the decision.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

- 39. On 5 August 2024, the Club submitted its Statement of Appeal to the Court of Arbitration for Sport ("CAS"), challenging the Appealed Decision, naming only the Player as a respondent.
- 40. In its submission, the Club requested the appointment of a sole arbitrator from the CAS Football List of Arbitrators.
- 41. On 12 August 2024, the Player informed the CAS Court Office that he agreed to the appointment of a sole arbitrator in the case.
- 42. On 12 August 2024, the CAS Court Office notified FIFA of the Club's appeal and inquired whether FIFA intended to participate in the arbitration proceedings, despite not being named as a respondent.
- 43. On 19 August 2024, FIFA formally waived its right to participate in the arbitration proceedings. In a separate letter sent the same day to the CAS Court Office, FIFA noted that the Appellant had not named FIFA as a respondent, despite the Appealed Decision imposing sporting sanctions. FIFA emphasised that appeals against disciplinary decisions must be directed at FIFA, as it is the only party with standing to be sued. Given the Appellant's failure to do so, FIFA asserted that CAS could not review the disciplinary sanctions in its absence, regardless of its decision not to intervene.
- 44. On 23 August 2024, the Club submitted a letter to the CAS Court Office clarifying that its appeal sought the complete annulment of FIFA's decision, specifically challenging the imposed transfer ban. The Club acknowledged its failure to designate FIFA as a respondent in its Statement of Appeal but noted that the deadline for submitting its Appeal Brief was still open. It assured that the Appeal Brief would outline the arguments for lifting the sanctions and would formally request FIFA's involvement. Additionally, the Club asserted that FIFA, as the issuing body of the Appealed Decision, had standing

to be sued due to the direct impact of the sanctions. Despite the initial omission, the Club formally requested FIFA's participation in the proceedings.

45. On 26 August 2024, the CAS Court Office notified the parties that, in accordance with Article R48 of the CAS Code of Sports-related Arbitration (the "CAS Code"), the respondents' names must be included in the Statement of Appeal within the time limit prescribed under Article R49 of the CAS Code. As a result, the Club's request for FIFA's intervention as a party to the proceedings could not be considered.
46. On 4 September 2024, the Club submitted its Appeal Brief.
47. On 6 November 2024, the Player filed his Answer.
48. On 7 November 2024, the CAS Court Office invited the Parties to indicate whether they preferred a hearing to be held or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.
49. On 7 November 2024, the Player informed the CAS Court Office of his preference for the award to be issued solely on the Parties' written submissions.
50. On 12 November 2024, the Club informed the CAS Court Office of its preference to hold a hearing in the case.
51. On 20 November 2024, in accordance with Article R54 of the CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Daan de Jong, Lawyer, Utrecht, the Netherlands
52. On 29 November 2024, the CAS Court Office informed the Parties that a hearing by video conference would take place on 10 February 2025.
53. On 5 and 9 December 2024, both Parties returned a signed copy of the Order of Procedure.
54. On 10 February 2025 a hearing took place via video conference.
55. At the hearing, besides the Sole Arbitrator and Ms Amelia Moore, Counsel to the CAS, the following persons were present:
 - For the Appellant: Mr Pedro Macieirinha, Mr Joaquim Pizarro, counsel, Mr Emad El-Desouki, witness, Mr Ahmed Zeini, interpreter, all attending by video conference.
 - For the Respondent: Mr Srdjan Spiridonovic, the Respondent in person, Mr Mirko Poledica, legal representative, Mr Nebojsa Tasic, counsel, Ms Tamara Salazar, interpreter and Ms Nikolina Poledica, all attending by video conference.

56. During the hearing, both parties confirmed that they had no objections to the appointment of the Sole Arbitrator. In their opening statements, they restated the arguments previously presented in their written submissions.
57. The Sole Arbitrator heard witness evidence from Mr Emad El-Desouki, the Club's Professional and Player Status Manager, presented by the Appellant, as well as from the Respondent, Mr Srdjan Spiridonovic, personally. The Sole Arbitrator invited the witnesses to tell the truth subject to the sanctions of perjury under Swiss law. Both Parties and the Sole Arbitrator duly had the opportunity to examine and cross-examine the witnesses.
58. The Parties were afforded adequate time and opportunity to present their case, submit arguments, and respond to the Sole Arbitrator's inquiries.
59. Before the conclusion of the hearing, both Parties expressly confirmed that they had no objections to the procedural framework adopted by the Sole Arbitrator and acknowledged that their rights to be heard had been duly respected.

IV. THE POSITION OF THE PARTIES

60. The following summary of the Parties' positions is for illustrative purposes only and does not encompass every argument presented. However, the Sole Arbitrator has thoroughly reviewed all submissions for the legal analysis that follows, even if not explicitly referenced in this summary. The Arbitrator has considered the Parties' written and oral submissions, documentary evidence, and the contents of the Appealed Decision in reaching a determination.

A. The Appellant's Submissions and Requests for Relief

61. On 4 September 2024, the Appellant submitted its Appeal Brief in accordance with Article R51 of the CAS Code. This document outlined the facts of the case and the legal arguments presented. The Appellant's submissions, as set forth in both the Statement of Appeal and the Appeal Brief, can be summarised as follows.
62. The Appellant submitted the following requests for relief in its Appeal Brief, in which it requested CAS to:

- “
- a) *Set aside the Appealed Decision in Full.*
 - b) *Acknowledges [sic!] that the Appellant did not breach the contract*
 - c) *Acknowledged [sic!] that the Appellant as an employer has the disciplinary right towards his employee namely the Respondent.*
 - d) *Acknowledged [sic!] that the Respondent had not just cause for termination of the Contract pursuant article 14bis par. 1 and 2 of FIFA's Regulations on the Status and Transfer of Players, nor*

pursuant Article 14 par 2 of the FIFA's Regulations o [sic!] the Status and Transfer of Players

- e) The Appellant shall not be condemned to pay USD 372,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 26 March 2024 until the date of effective payment*
- f) It Shall [sic!] be deducted the amount of USD 12.000 as per the disciplinary decision binding between the parties*
- g) It shall be deducted the value of 300.000 USD related to the season 2024/25, due to the notice of termination provided by the Appellant to the Respondent, in accordance with the clause 4 of the employment contract.*
- h) the value of the overlapping period between both contracts, shall be mitigated in the compensation to be paid*
- i) The Appellant shall not by [sic!] imposed the sporting sanctions applied by the appealed decision.*

Also,

- j) To condemn the Respondent's [sic!] to pay an amount of CHF 10'000 regarding the expenses with the legal advice and composition of the appeal, towards the Lawyer from the Appellant".*

63. In support of its appeal, the Appellant has, in essence, submitted that:

- The disciplinary proceedings were legitimately initiated against the Player following serious misconduct. Specifically, the Player was accused of making racially charged and disparaging remarks about the Club, which were conveyed to a Club employee.
- The Club complied with all procedural fairness guarantees during the disciplinary process. The Player was duly notified of the charges, was duly granted the opportunity to submit his defence, and was subsequently reminded of his right to appeal the final decision. The Player however expressly refused to participate in the proceedings. As a result, he effectively waived both his right of defence and his right to appeal, thereby rendering the disciplinary decision final and binding,
- The 50% deduction of one month's salary was issued as a disciplinary sanction pursuant to Clause 19 of the Employment Contract, which permitted such penalty in cases of misconduct. The Club submitted that the sanction was proportionate to the alleged offence.
- The Player failed to open a local bank account in Kuwait, despite repeated requests by the Club. The Club was consequently unable to process salary payments via bank transfer, given the regulatory constraints on international transfers and the Player's lack of a valid work visa at the time. As such, the Club was unable to lawfully make payment to the Player's foreign bank account.

- The Player was not owed two full monthly salaries at the time of termination, as required by Article 14bis of the FIFA RSTP. Taking into account the lawful deduction imposed as a disciplinary sanction, the outstanding sum was limited to USD 42,000, comprising the sign-on fee of USD 30,000 and half of the February salary of USD 12,000, which falls short of the two-month salary that would be required for the Player to terminate with just cause in accordance with Article 14bis of the FIFA RSTP.
- With respect to the allegations of abusive conduct under Article 14(2) of the FIFA RSTP, the Club denied any wrongdoing. The Player's temporary separation from team activities resulted from ongoing disciplinary proceedings and was consistent with internal policies and standard management practices. The Player was assigned an individual training program to maintain his fitness and at no point was he subjected to threats or mistreatment. Any concerns raised regarding the intensity of training sessions or the absence of rest days, according to the Club, fell within the scope of technical decisions made by the coaching staff and could not be construed as constituting constructive dismissal or undue pressure
- The Player's termination was consequently based on circumstances that did not meet the statutory or factual thresholds to justify a unilateral termination of contract and therefore the Player terminated the Contract without just cause.
- In any event, should compensation be found to be due to the Player, such compensation should be limited to the remuneration payable for the 2023/24 season and not for the 2024/25 season, as the Club validly terminated the Contract as of the end of the 2023/24 season in accordance with Clause 4 of the Contract.

B. The Respondent's Submissions and Requests for Relief

64. The Respondent, in turn, has submitted the following requests for relief in his Answer to the Appeal Brief, in which he requested CAS that:

- “ ➤ *The appeal filed on 4 September 2024 by Al Salmiya Sporting Club against the decision issued on 11 July 2024 by the Football Tribunal – the Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.*
- *The decision of 11 July 2024 by the FIFA Dispute Resolution Chamber is confirmed.*
- *The costs of these proceedings shall be borne by Al Salmiya Sporting Club.*
- *To order the Appellant to pay a sum of CHF 7,000 (five thousand Swiss francs) [sic!] towards the cost and expenses incurred by Mr Srdjan Spiridonovic in this matter.*

- *The entire costs of the CAS administration and the arbitration fees shall be borne in their entirety by Al Salmiya Sporting Club”.*

65. In support of his defence, the Player submitted, in essence, that:

- He terminated the Contract with just cause, pursuant to Articles 14 and 14bis of the FIFA RSTP, due to serious and repeated contractual breaches by the Club. These breaches, according to the Player, commenced at the outset of the employment relationship and included non-payment of remuneration, abusive treatment, procedural irregularities, and the Club’s failure to regularise his employment status in Kuwait.
- In particular, the Club failed to pay the sign-on fee of USD 30,000, due on 27 January 2024, and the February 2024 salary of USD 24,000. Although the Player had provided his bank account details, the Club failed to transfer any amounts, despite having received multiple formal reminders. These amounts remained unpaid at the time of termination on 26 March 2024.
- The Club initiated disciplinary proceedings against him, which he contends were fabricated and procedurally deficient. He argues that the proceedings served as a pretext to impose sanctions and exert pressure on him. No hearing was conducted, no impartial body was appointed, no witnesses were heard, and no credible evidence was submitted. The outcome was predetermined, resulting in a 50% salary deduction which he considers arbitrary, unfounded, and imposed in bad faith. The resulting unilateral salary deduction of 50% was, in his view, without merit and part of a broader effort to pressure him into leaving the Club.
- From 20 February 2024 onwards, he had been excluded from collective training and subjected to an isolated and punitive training regime lasting 35 consecutive days without rest. He was denied access to physiotherapy, medical care, and football-specific activities, and was instead limited to basic physical exercises. He asserts that this treatment violated his contractual rights and constituted a serious infringement of his personality rights as a professional footballer.
- Throughout the employment relationship, he acted in good faith and took all reasonable steps to preserve the contractual relationship. He afforded the Club multiple opportunities to rectify the ongoing violations, yet the cumulative effect of the breaches, including unpaid remuneration, a sham disciplinary process, exclusion from training, lack of a visa, and denial of rest, rendered continued employment unsustainable.
- The Club engaged in a sustained campaign of harassment, intimidation, and mobbing, amounting to abusive conduct within the meaning of Article 14(2) of the FIFA RSTP. He contends that this conduct, including threats, false accusations, and isolation, was designed to force him into accepting a mutual termination and amounted to a serious violation of his rights.
- The Club’s reliance on Article 4 of the Employment Contract, which purports to allow the Club to unilaterally limit the contractual term to the 2023/24 season, is invalid. The Player argues that the clause is unilateral and potestative in nature, and

therefore contrary to the principles of contract stability and reciprocity under FIFA regulations and CAS jurisprudence.

- Following the termination of the Contract, he had signed a short-term employment contract with FC Mura (Slovenia) for the 2024/25 season, under which he effectively had earned, bearing in mind that the employment contract with FC Mura was terminated with mutual consent on 22 October 2024, a total gross salary of EUR 6,800. The Player agrees that this amount may be deducted from the compensation awarded but seeks the grant of additional compensation under Article 17(1)(ii) of the FIFA RSTP, on the grounds that the termination was due to overdue payables.

V. JURISDICTION

66. The jurisdiction of CAS derives from Article 57(1) FIFA Statutes (2022 Edition) “FIFA Statutes”, as it determines that “[a]ppeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS (...)” and Article R47 CAS Code stating “[a]n 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”.
67. The jurisdiction of CAS is not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by both Parties.

VI. ADMISSIBILITY

68. 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”.
69. The Respondent does not contest the admissibility of the Appellant’s appeal.
70. The Sole Arbitrator notes that the FIFA DRC rendered the Appealed Decision on 11 July 2024 and that the grounds of the Appealed Decision were notified to the Parties on 25 July 2024.
71. Considering that the Appellant filed its Statement of Appeal on 5 August 2024, *i.e.* within 21 days following the notification of the grounds of the Appealed Decision on 25 July 2024, the Sole Arbitrator is satisfied that the present appeal was filed timely.
72. Furthermore, the Appeal complied with all other requirements of Article R48 of the CAS Code.
73. Consequently, it follows that the Appellant’s appeal is admissible.

VII. APPLICABLE LAW

74. Article 187 para. 1 of the Swiss Private International Law Act (“PILA”) provides:
“The arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection”.
75. Article R58 of the CAS Code provides as follows:
“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.
76. Article 56 of the FIFA Statutes states the following:
“1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.
2. 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”.
77. The Appellant relies on the application of the FIFA regulations and, in a complementary manner, Swiss law whereas the Respondent is silent on this matter.
78. In view of the choice of the Parties to refer their dispute to the FIFA DRC and their commitment to abide by the rules and regulations of FIFA. The Sole Arbitrator finds that the Parties accepted the applicability of Article 56(2) FIFA Statutes. In accordance with this provision, the regulations of FIFA are primarily applicable and, if necessary, additionally, Swiss law.
79. The Sole Arbitrator notes that the February 2024 edition of the FIFA RSTP is applicable to the matter at hand in accordance with the transitional measures contained in Article 26(1) of the FIFA RSTP.

VIII. MERITS

A. The Main Issues

80. The Main Issues to be resolved by the Sole Arbitrator are:

- i. Did the Player have a just cause to terminate the Contract on 26 March 2024?
- ii. In the affirmative, what are the consequences thereof?
 - a. The amount of compensation payable to the Player;
 - b. The sporting sanctions imposed by FIFA on the Club.

81. The Sole Arbitrator will examine each of these issues individually and in the order in which they arise.

(i) *Did the Player have just cause to terminate the Contract?*

82. Article 13 of the FIFA RSTP provides that “*a contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement*”.

83. However, the FIFA RSTP provides in Article 14 that:

“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”.

84. Article 14bis of the FIFA RSTP furthermore outlines a distinct and specific scenario for terminating an employment contract, falling within the broader framework established by Article 14 of the FIFA RSTP:

“1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above”.

85. A key distinction between Articles 14 and 14bis of the FIFA RSTP is that Article 14bis grants a player the automatic right to terminate an employment contract. In contrast, under Article 14, a player must demonstrate that he had just cause for termination (see CAS 2022/A/8891).
86. The Sole Arbitrator notes that, under Article 14bis of the FIFA RSTP, a player may validly terminate their contract due to unpaid salaries if at least two monthly payments remain outstanding at the time of termination provided that the Player has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Furthermore, one-time payments must be considered on a *pro-rata* basis alongside the regular monthly salary obligations.
87. The Player claimed that, as of 29 February 2024, and 4 March 2024, when he placed the Club in default of payment, the following amounts were outstanding:
 - USD 30,000 signing-fee
 - USD 24,000 February 2024 salary
88. The Club contended that it was unable to transfer the outstanding payments to the Player's foreign bank account.
89. However, this claim directly contradicts the Club's letter dated 17 February 2024, in which it expressly requested the Player provide his bank account details "*inside or outside Kuwait*" to facilitate the transfer of the owed amounts. At the hearing, the Club failed to offer any explanation for this inconsistency or present evidence of genuine yet unsuccessful attempts to process the payment. Furthermore, it did not provide any credible proof substantiating its claim that it was incapable of executing payments to a foreign bank account. Consequently, the Sole Arbitrator finds that this argument cannot serve as a valid justification for the Club's failure to fulfil its payment obligations.
90. The Club further argued that, due to disciplinary proceedings, it was entitled to withhold 50% of the Player's monthly salary as a fine, resulting in a deduction of USD 12,500.
91. With regard to the fine imposed, the Sole Arbitrator is not convinced that the Club acted justifiably and, therefore, does not take the fine into account when determining the outstanding amounts as of the Termination Date. This conclusion aligns with the reasoning of the FIFA DRC, which found that the Club failed to provide any evidence of the violations allegedly committed by the Player. Additionally, the Club did not inform the Player of the criteria applied by the board in conducting the investigation or determining the applicable sanctions.
92. Furthermore, the Sole Arbitrator wishes to emphasise that even if the allegations against the Player were substantiated and it could be established that he made the remarks in question to the Club Employee (*quod non*), the Arbitrator is not persuaded that the Player's alleged statements could be classified, as the Club contends, as racist, abusive, or derogatory to a degree warranting (severe) sanctions. This is particularly relevant given that the statement was made in a private setting rather than in a public or media context and did not result in any actual or potential harm to the Club.

93. Consequently, the Sole Arbitrator holds that the disciplinary fine was illegitimately imposed on the Player and, therefore, lacks legal basis. As a result, the fine cannot be deducted from any outstanding salaries payable by the Club to the Player. Accordingly, the Sole Arbitrator is satisfied that, as of the Termination Date, an amount equal to at least two monthly salaries remained unjustifiably unpaid. These consist of the signing fee of USD 30,000 and the salary of USD 24,000 for February 2024. Therefore, the financial threshold set out in Article 14bis of the FIFA RSTP, required to terminate a contract with just cause, had been met by the Player.
94. The Sole Arbitrator then turned to the question of whether the Player had properly given the club a deadline of 15 days in accordance with Article 14bis of the FIFA RSTP to fulfil its financial obligations before proceeding with the termination of the Contract.
95. The Sole Arbitrator recognises, as confirmed in the Appealed Decision, that more than 15 days had passed between the Player's notification to the Club regarding the outstanding salaries and the subsequent termination of the Contract. However, the Sole Arbitrator observes that the Player did not explicitly include the required 15-day deadline in his written default notice. As a result, the Sole Arbitrator concludes that the Player did not comply with the procedural requirement outlined in Article 14bis of the FIFA RSTP, mandating that a player must grant the Club a specific deadline of at least 15 days before being entitled to terminate the contract with just cause.
96. In the Sole Arbitrator's view, the fact that more than 15 days had elapsed after the notification of the outstanding amounts before the termination is irrelevant in this context, as Article 14bis of the FIFA RSTP explicitly requires that the debtor party be informed of a formal deadline of at least 15 days to comply. Consequently, the Player's contract termination does not meet the necessary conditions to be considered justified under Article 14bis of the FIFA RSTP.
97. Therefore, since Article 14bis of the FIFA RSTP requires both the monetary conditions and notification conditions to be met for a just cause termination on the basis of said provision, which is not the case here, the Sole Arbitrator must determine whether the Player's termination was otherwise justified based on the specific circumstances of this case.
98. Under Swiss jurisprudence, the existence of "just cause" (or *motif légitime*) to terminate a contract must be assessed in light of all relevant circumstances surrounding the case (ATF 108 II 444, 446; ATF February 2nd, 2001). Particular emphasis is placed on the nature and gravity of the contractual breach in question.
99. Where the breach is less severe, Swiss law holds that termination with immediate effect may still be justified, but only in cases where the offending conduct has persisted despite a formal warning (ATF 130 III 213, para. 3.1, p. 221). Importantly, the seriousness of the breach alone is not sufficient to justify termination for cause. What is ultimately decisive is whether the alleged facts leading to the termination have effectively destroyed the mutual trust that underpins the employment relationship (see ATF 130 III 213, c. 3.1, p. 221; ATF 127 III 153, c. 1c, p. 157 et seq).

100. Therefore, the central issue is whether, in the present case, the Respondent's conduct reached the necessary threshold of seriousness to justify a termination by the Appellant under Swiss law.
101. The Sole Arbitrator considers that the Club's consistent failure to meet its financial obligations constitutes a serious breach of contract, one that fundamentally undermines the trust and confidence essential to any employment relationship. From the outset of the employment relationship, the Player did not receive any payments from the Club. The Player issued numerous warnings and formal reminders to the Club, all to no avail, allowing the Club sufficient time and opportunity to settle the outstanding amounts. Despite these efforts, the Club failed to make any payments.
102. At the time the Contract was terminated, the total amount outstanding to the Player was USD 54,000, consisting of the unpaid signing fee of USD 30,000 and the salary for February 2024 in the amount of USD 24,000. Contrary to the erroneous conclusion reached by the FIFA DRC in the Appealed Decision, the Sole Arbitrator finds that the salary for March 2024, amounting to USD 24,000, had not yet fallen due at the time of termination, which occurred on 26 March 2024. Pursuant to Clause 4 of the Contract, salaries were payable at the end of each calendar month; therefore, the March salary had not yet become payable at the date of termination.
103. While the Player did not strictly comply with the procedural requirements set out in Article 14bis of the FIFA RSTP, this, in itself, did not deprive him of the right to terminate the Contract. In view of the specific circumstances of the case, namely, that at the time of termination the outstanding amounts totalled USD 54,000 (*i.e.*, more than two monthly salaries), that the Player had issued multiple warnings and formal reminders granting the Club sufficient time and opportunity to remedy the breach, and that the Club had failed to make any payments whatsoever since the commencement of the Contract, the Sole Arbitrator finds that the Player could no longer be reasonably expected to continue the employment relationship on the day he terminated the Contract. Accordingly, the Sole Arbitrator concludes that the Player still had just cause to terminate the Contract assessed against the general definition of what constitutes a just cause in accordance with the terms of article 14 of the FIFA RSTP.
104. In light of the conclusion that the Player had just cause to terminate the Contract due to the Club's persistent failure to fulfil its financial obligations, it would, in principle, be unnecessary to further examine whether additional grounds for termination existed under Article 14(2) of the FIFA RSTP, as determined by the FIFA DRC in the Appealed Decision. However, for the sake of completeness, and in order to fully address all relevant aspects of the dispute, the Sole Arbitrator considers it appropriate to assess whether the disciplinary measures imposed by the Club may constitute additional grounds justifying the termination of the Contract by the Player under Article 14(2) of the FIFA RSTP.
105. As a general principle, football clubs, are entitled to initiate disciplinary proceedings against employees in cases of alleged misconduct (cf. CAS 2018/A/5807 and CAS 2019/A/6171, 6175).

106. Consequently, the Sole Arbitrator is not persuaded that the Player was entitled to refuse participation in the disciplinary proceedings merely solely on the basis that they were to be conducted by the Club's internal bodies. Even if the Player had concerns regarding the legitimacy or fairness of the process, he could nonetheless be expected to participate and raise any objections within the framework of those proceedings. This is particularly the case given that the Club had expressly invited the Player to submit a defence statement, thereby affording him a clear opportunity to respond to the asserted disciplinary violations, and present arguments against the imposition of any potential disciplinary measures.
107. However, the Player's failure to engage with the disciplinary proceedings does not, in and of itself, establish the lawfulness of the measures taken by the Club in connection with the disciplinary proceedings. Accordingly, the Sole Arbitrator must examine whether these measures, most notably the Player's exclusion from collective training, were substantively justified and whether they respected the Player's fundamental rights as an employee and professional footballer.
108. It is undisputed that, throughout the disciplinary process, the Player was excluded from training with the team for an extended period and was instead required to train individually for several consecutive weeks, lacking proper rest days. Moreover, the Club explicitly informed the Player that he would only be considered for reintegration into the first team if he either formally waived his right to appeal the disciplinary sanction or allowed the appeal deadline to lapse, thereby rendering the decision final and binding.
109. The Sole Arbitrator observes that the Club's decision to require the Player to train in isolation for several consecutive weeks, without any rest days, was neither supported by a valid explanation nor justified within the framework of the disciplinary proceedings. No evidence was presented to demonstrate that such a measure was necessary or proportionate in the specific context of the case.
110. In CAS 2017/A/5465, it was held that:
"Not allowing a professional football player to train with his teammates could be – absent specific circumstances such as injury recovery – equivalent to a severe breach of said player's personality rights by the club which employs him (and implicitly of the employment agreement concluded between the two)".
111. Furthermore, in CAS 2013/A/3091-93, it was confirmed that:
"[A]mong 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".
112. Not only is a player's right to train collectively with the team recognised as a fundamental aspect of the employment relationship, as confirmed by CAS jurisprudence, but the unjustified denial of this right may also constitute abusive conduct, in breach of the applicable FIFA regulations, on the part of the club. This is further supported by the FIFA Commentary on the FIFA RSTP (2023 edition), which

explicitly states that requiring a player to train alone for prolonged periods without proper justification constitutes abusive conduct. Such conduct may entitle the player to terminate the contract with just cause pursuant to Article 14(2) of the FIFA RSTP.

113. The Sole Arbitrator notes that the Club's decision to require the Player to train in isolation for several consecutive weeks, without any rest days, was neither supported by a valid explanation nor justified within the framework of the disciplinary proceedings. No evidence was presented by the Club to demonstrate that such measures were necessary or proportionate in the specific context of the case. In addition, the Club made the Player's reinstatement to the first team explicitly conditional upon his formal declaration not to appeal the disciplinary decision. This condition, which sought to deprive the Player of his right to challenge the disciplinary measures, further underscores the coercive and disproportionate nature of the Club's conduct. The Club failed to provide any reasonable justification for these actions, which appear to have been designed to exert undue pressure on the Player. Accordingly, the Sole Arbitrator concurs with the conclusion reached by the FIFA DRC in that the Player had additional just cause to terminate the Contract pursuant to Article 14(2) of the FIFA RSTP.

(ii) *The consequences of the termination with just cause by the Player*

114. Since it has been established that the Player had just cause to terminate the Contract, the Sole Arbitrator will now assess the consequences of this termination.

a. The amount of compensation payable to the Player

115. In determining the appropriate compensation for the Player, the FIFA DRC applied the relevant criteria outlined in Article 17(1) of the FIFA RSTP, as no contractual provision pre-determined the amount of compensation payable in the event of breach and/or termination with just cause. Accordingly, the FIFA DRC awarded the Player.

- USD 372,000, representing the residual value of the Contract, plus 5% interest *p.a.* from 26 March 2024 until full payment;
- No mitigation, as the Player was unemployed at the time of the Appealed Decision.

116. Article 17(1) of the FIFA RSTP provides as follows:

“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:

1. *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.*
2. *In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.*
3. *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”.*

117. Against this background, if a player has not signed a new contract with a new club after termination with just cause, compensation is generally equal to the residual value of the terminated contract.
118. If however, the Player signed a new contract, the earnings from that contract for the period of the terminated Contract are deducted from the residual value of the terminated Contract.
119. The first issue the Sole Arbitrator must determine is the duration of the Contract. In a letter dated 29 February 2024, the Club informed the Player that his Contract would be terminated at the end of the 2023/24 season. The Club relied on Clause 4 of the Contract, believing it had the right to terminate under these circumstances. Consequently, the key question before the Sole Arbitrator is whether this termination at the end of the 2023/24 season was valid, as contested by the Player, and what impact its (in)validity has on the amount of compensation due to the Player.
120. CAS has consistently held that unilateral and potestative termination clauses -which allow a club to terminate a contract at its sole discretion without objective criteria- are invalid. For example, in CAS 2016/A/4852, the Panel held that:

“69. Article 5.10 of the Agreement states as follows:

“The club has the right to inform the player in writing to terminate the contract between them at the end of the season during its validity within fifteen days after last national official match for the club. In this case the player does not deserve any compensation

for the rest of the period of the contract the player will receive his financial dues up to the end of the contract”.

70. Bearing in mind the purpose of Article 17 RSTP, the Panel considers the clause to be unilateral and potestative, for the benefit of the Appellant only and is therefore contrary to the regulations of FIFA. The Appellant is not at liberty to unilaterally terminate the Agreement at will and can only do so without consequence if there is just cause. This finding is in line with the established jurisprudence of the CAS (see CAS 2014/A/3675, para. 57, CAS 2005/A/983 & 984 and CAS 2008/A/1517). The Panel therefore fully accepts the finding of the FIFA DRC which deemed Article 5.10 of the Agreement null and void. Hence, Article 5.10 cannot be arbitrarily or validly invoked as a legal basis for a unilateral termination of the Agreement”.

121. Similar conclusions were reached in CAS 2008/A/3675, where it was held:

“8. Article 10 of the Contract provides the following: “The club has the right to inform the player in writing to terminate the contract between them at the end of the season during its validity within fifteen days after last national official match for the club. In this case the player does not deserve any compensation for the rest of the period of the contract. The player will receive his financial dues up to the end of the contract.

(...)

57. Having regard to the wording of Article 10 of the Contract, the Sole Arbitrator is mindful of the established jurisprudence of the CAS (c.f. CAS 2005/A/983& 984 and CAS 2008/A/1517) and fully accepts the finding of the FIFA DRC. The Sole Arbitrator considers the clause to be unilateral and potestative, for the benefit of the Appellant only and which cannot be arbitrarily or validly invoked as a legal basis for a unilateral termination of the Contract”.

122. Applying these principles to the present case, the Sole Arbitrator finds that the termination provision invoked by the Club under Clause 4 of the Contract is unilateral, potestative and discretionary, serving solely the benefit of the Club without clear or objective criteria. In line with established CAS jurisprudence, such clause cannot validly serve as a legal basis for unilateral termination.
123. Consequently, for the purpose of determining the compensation due to the Player, the entire remaining duration of the Contract, *i.e.*, from 26 March 2024 until 31 May 2025 shall serve as the basis for calculating the amount of compensation payable. In this regard, the Sole Arbitrator takes into account that the full March 2024 salary, which was not yet outstanding at the date of termination, forms part of the residual value of the Contract and is therefore relevant for the assessment of compensation.
124. In view of the Sole Arbitrator’s *de novo* power to fully reassess the case under Article R57 of the CAS Code, and in line with established CAS jurisprudence confirming that the duty to mitigate damages extends until the issuance of the final award, the Sole Arbitrator must take into account the earnings received by the Player from his new club

during the period corresponding to the original term of the Contract, for the purposes of mitigation (cf. CAS 2022/A/9004).

125. It has become clear that the Player secured new employment as of 29 July 2024 (*i.e.* after the date of the Appealed Decision). As a result, the salaries earned under the Player's subsequent contract with NŠ Mura are to be deducted from the compensation due to him. Specifically, the full amount of the salaries for the duration of the contract with NŠ Mura covering the period 29 July 2024 to 31 May 2025, *i.e.* the original end date of the Contract between the Player and Al Salmiya SC, must be considered, as the Player voluntarily agreed to the mutual termination of that contract, thereby precluding any further mitigation.
126. The Sole Arbitrator notes that if a Player fails to mitigate his damages for reasons attributable to himself, such as in the present case, where he terminated his new employment contract with a new club by mutual consent, this failure cannot be held against his previous Club. This is in accordance with Article 337c of the Swiss Code of Obligations:
- “1. Where the employer dismisses the employee with immediate effect without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its agreed duration.*
- 2. Such damages are reduced by any amounts that the employee saved as a result of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentionally foregone such work”.*
127. Consequently, the full amount the Player could have earned under his employment contract with NŠ Mura until 31 May 2025 (*i.e.* the original end date of his Contract with Al Salmiya Sporting Club) should be taken into account. As the Player was employed by NŠ Mura from 29 July 2024 until 30 June 2025, with a monthly salary of EUR 1,300, the total earnings for the period from 29 July 2024 to 31 May 2025 amount to EUR 13,125.80 (*i.e.*, the full monthly salaries for the period from August 2024 through May 2025, the July 2024 salary on a pro rata basis as from 29 July 2024 until 31 July 2024).
128. Consequently, the Mitigated Compensation amounts to USD 381,788.33. This figure is based on the residual value of the Contract (USD 396,000), which in comparison with the Appealed Decision is adjusted to reflect the Sole Arbitrator's conclusion in para. 102 that the March 2024 salary is not to be considered as outstanding remuneration but should instead be included in the compensation calculation. From this amount, EUR 13,125.80 (representing the income the Player could have earned under his new employment contract) is deducted, converted into USD using the exchange rate applicable on the date of termination of the original contract.
129. The Sole Arbitrator notes that, although the Player initially requested Additional Compensation under Article 17(1) of the FIFA RSTP during the proceedings before the FIFA DRC, the Player did not file an independent appeal against the FIFA decision. In

the present case, the appeal was filed solely by the Club, and the Player, acting only as Respondent, has not lodged an individual appeal with CAS seeking a review or amendment of the FIFA DRC's decision in this regard. The Sole Arbitrator further observes that the Player, in his Answer, did not expressly request Additional Compensation in the section containing his requests for relief.

130. In accordance with the principle of *non ultra petita*, an adjudicating body is precluded from granting relief that has not been specifically sought by a party. This principle, which embodies the doctrine of party disposition and defines the boundaries of adjudicatory authority, is enshrined in Article 190(2)(c) PILA. The application of the principle firmly established in CAS jurisprudence. For example, in CAS 2022/A/8572, the Sole Arbitrator, applying Swiss procedural law and private international law, confirmed that Additional Compensation under Article 337c(3) of the Swiss Code of Obligations on which Article 17 RSTP is modelled can only be awarded if it has been expressly requested:

“127. The Sole Arbitrator points out to Article 337c para. 3 of the Swiss Code of Obligations (“CO”) which states that in case of a termination of an employment contract by the employer with immediate effect without just cause, the judge is free to grant the employee an additional compensation in the amount of up to six monthly salaries. Obviously, this provision was the basis for FIFA to introduce the Additional Compensation in Article 17 of the FIFA RSTP. In Swiss courts, pursuant to Article 58 para. 1 of the CPC, the additional compensation pursuant to Article 337c para. 3 CO is only granted if the employee in his claim in addition to overdue payables and the compensation is asking explicitly for this additional compensation. A judge will not be allowed to grant this additional compensation without the employee's request as otherwise he would be acting ultra petita.

128. As the present matter is a matter of civil law where the principle of non ultra petita respectively the principle of the parties' disposition is applicable (s. mainly Article 190 para. 2 let. c PILA), the Sole Arbitrator is of the opinion that it is not possible to grant the Player the Additional Compensation automatically as Article 17 of the FIFA RSTP does not foresee this automatic application in its wording. The FIFA Commentary does only state that such automatic application happened regularly up to date, but it does not state that this is a correct reading of Article 17 of the FIFA RSTP. Further, it remained uncontested that the Player never asked for this Additional Compensation in front of the FIFA DRC. In addition, the Player even stated in his Answer that in case this additional compensation will not be granted, he should not bear the costs of these proceedings. It seems that so far, no decision of the FIFA DRC, granting the Additional Compensation automatically to a player, was appealed to the CAS by reasoning that the FIFA DRC acted ultra petita. Further, the Parties did not refer to any CAS award in relation to the Additional Compensation. In the Sole Arbitrator's view, the Appealed Decision has to be considered as breaching of the principle of non ultra petita in relation to the automatic awarding of the Additional Compensation”.

131. The Sole Arbitrator considers that the same reasoning applies *mutatis mutandis* to the present case. In the absence of a specific and express claim for Additional Compensation in the Player's requests for relief in his Answer, which he could have filed as a

precaution against a possible reduction of the compensation (“mitigated compensation”, see Article 17 (1) ii RSTP), the Sole Arbitrator finds that the question of whether the Player might be entitled to such compensation falls outside the scope of the present arbitration and, therefore, cannot be adjudicated.

132. Consequently, the Sole Arbitrator finds that it would exceed the scope of the present arbitration to rule on the potential entitlement of the Player to Additional Compensation under Article 17(1)(ii) RSTP.

b. The sporting sanctions imposed on the Club by FIFA

133. The Sole Arbitrator first notes that FIFA has the authority to impose disciplinary sanctions on the Appellant for violations of FIFA regulations. However, in this case, the Appellant has not lodged an appeal against FIFA but has instead designated only the Player as the respondent in its Statement of Appeal, with the resulting consequences outlined below.
134. FIFA-related disputes can be classified as "horizontal" when they involve two or more direct or indirect FIFA members, such as clubs, players, or coaches, without engaging FIFA's specific powers, disciplinary authority, or direct interests. In such cases, provided the necessary conditions are met, CAS can review and rule on the appeal even if FIFA is not formally included as a respondent. Conversely, disputes related to sporting sanctions, disciplinary infractions, eligibility, player registration, and similar matters fall under the "vertical" category (cf. CAS 2016/A/4838 or CAS 2017/A/5359).
135. Certain cases, including the Appealed Decision, may encompass both horizontal and vertical elements. For example, a contractual dispute between a player and a club that results in a FIFA DRC decision awarding compensation to the player constitutes a horizontal dispute. However, if the decision also imposes sporting sanctions on the club, that aspect falls under the vertical category, as it involves FIFA's regulatory authority (cf. CAS 2021/A/8433).
136. It is a well-established principle in CAS jurisprudence that if FIFA is not designated as a respondent in appeals challenging the validity of vertical decisions, including disciplinary sanctions imposed by FIFA, CAS must dismiss the appeal concerning such sanctions. Therefore, when challenging a sporting sanction imposed by a FIFA legal body, FIFA must be included in the proceedings as a respondent. In this respect, reference is made to CAS 2014/A/3489 & CAS 2014/A/3490 in which was decided that:

“175. As the Panel already explained (supra at paras. 134 et seq.), not naming FIFA as a respondent does not render [club A's] Appeal inadmissible because it is in any event an arbitration between two clubs and one player on their reciprocal contractual rights. However, while the Panel may entertain such horizontal dispute between [club A], [club B] and the Player, it may not entertain the vertical dispute related to the disciplinary sanctions that, in [club A's] opinion, [club B] and the Player should deserve. Indeed, a disciplinary sanction does not concern the contractual relationships between the (direct or indirect) members of the association but it concerns the hierarchical relationship between FIFA and its (direct or indirect) members (see M. Baddeley, L'association

sportive face au droit, Bâle, 1994, p. 220: “la relation entre la société et ses membres repose sur un rapport hiérarchique”), with the consequence that the disciplinary sanctions provided by FIFA rules could be ordered by the CAS only if FIFA were summoned as a respondent. In other terms, given that FIFA is a third party vis-à-vis the case CAS 2014/A/3489, the Panel is prevented from ordering FIFA to impose, or from overruling FIFA in imposing, disciplinary sanctions on indirect members of FIFA such as [club B] and the Player.

(...)

177. Therefore, the Panel upholds the objections raised by the Respondents in case CAS 2014/A/3489 and dismisses [club A’s] request to impose a sporting punishment on them (as set forth in [club A’s] prayers for relief nos. iv and v, supra at para. 103).”

137. Similarly, in CAS 2007/A/1369, the Sole Arbitrator dismissed a player's appeal to lift a four-month FIFA match ban due to the player's failure to include FIFA as a respondent:

“150. The Appellant has filed the present appeal only against the Club and not against FIFA. The Sole Arbitrator agrees that an appeal against any sporting sanctions imposed by the FIFA competent bodies must also be filed against FIFA, in accordance to the CAS case-law.

151. On the other hand, the Single Arbitrator can see no reason which could justify the alteration of the appealed decision.

152. Therefore, the Sole Arbitrator upholds the DRC Decision with respect to this issue and confirms the imposition of a four-month restriction on playing in official matches. This sanction shall take effect as from the first day of the registration of the Player with a new Club”.

138. Furthermore, the Sole Arbitrator emphasises that, in its letter dated 19 August 2024, FIFA expressly renounced its right to request intervention in the present arbitration proceedings. This explicit waiver reinforces the procedural position previously outlined and confirms that FIFA is not a party to these proceedings, either voluntarily or compulsorily.
139. FIFA’s renunciation implies an acknowledgment that it has no direct interest in or intent to influence the specific contractual (horizontal) dispute presented before CAS. However, this renunciation does not alter the mandatory requirement under established CAS jurisprudence that challenges to disciplinary sanctions (vertical disputes) must involve FIFA as a formal respondent.
140. Consequently, FIFA’s decision not to intervene underscores and confirms the procedural defect previously identified, namely, the Appellant’s failure to name FIFA as a respondent. Such waiver by FIFA does not cure this procedural irregularity nor confer jurisdiction upon the CAS to decide on the legitimacy of the disciplinary sanctions imposed by FIFA.

141. Thus, while FIFA's renunciation may facilitate clarity regarding its own stance and interests, it does not modify the fundamental procedural principle requiring FIFA's formal inclusion in vertical disputes. As a result, the Appellant's request concerning the annulment or modification of FIFA's disciplinary sanctions remains procedurally inadmissible, in particular also as FIFA was not named as a respondent despite having explicitly renounced its right to intervene whereas it was FIFA who, it appears *ex officio* had imposed the sanctions on the Club in the Appealed Decision.
142. Based on the legal principles and jurisprudence outlined above, the appeal challenging the disciplinary sanctions imposed by FIFA must be dismissed due to FIFA's absence as a respondent. The Respondent is not the appropriate party against whom the action should have been directed and therefore lacks standing with respect to this request. The Appellant bears full responsibility for its procedural omission in failing to include FIFA as a party in its Statement of Appeal.
143. Since the Sole Arbitrator has determined that it cannot review the merits of whether the disciplinary sanctions should be annulled or altered, there is no requirement to assess whether the sanctions were correctly imposed.

IX. COSTS

(...)

* * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 5 August 2024 by Al Salmiya Sporting Club against the decision of the Dispute Resolution Chamber of the Football Tribunal of FIFA passed on 11 July 2024 is admissible.
2. The appeal filed on 5 August 2024 by Al Salmiya Sporting Club against the decision of the Dispute Resolution Chamber of the Football Tribunal of FIFA passed on 11 July 2024 is partially upheld.
3. Item 2 of the decision rendered by the Dispute Resolution Chamber of the Football Tribunal of FIFA passed on 11 July 2024 is amended as follows:

“The Respondent, Salmiya SC, must pay to the Claimant [Srdjan Spiridonovic] the following amounts:

- *USD 54,000 as outstanding remuneration, plus interest p.a. as follows:*
 - o *5% interest p.a. over the amount of USD 30,000 as from 28 January 2024 until the date of effective payment;*
 - o *5% interest p.a. over the amount of USD 24,000 as from 1 March 2024 until the date of effective payment.*
 - *USD 381,788.33 as Mitigated Compensation for breach of contract without just cause plus 5% interest p.a. as from 26 March 2024 until the date of effective payment;*
 - *EUR 403.65 as reimbursement of flight expenses”.*
4. The other points of the operative part of the decision rendered by the Dispute Resolution Chamber of the Football Tribunal of FIFA passed on 11 July 2024 are confirmed.
 5. (...).
 6. (...).
 7. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 3 July 2025

THE COURT OF ARBITRATION FOR SPORT

Mr Daan de Jong
Sole Arbitrator