TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10777 Pharco SC v. Moses Turay

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Jamie Herbert, Solicitor, London, United Kingdom

in the arbitration between

Pharco SC, Alexandria, Egypt

Represented by Ignacio Triguero Gea and Juan Alfonso Prieto Huang, Solicitors, Senn Ferrero Asociados, Madrid, Spain

Appellant

and

Moses Turay, Freetown, Sierra Leone

Represented by Feda Dupovac, Attorney-at-Law, Sarajevo, Bosnia-Herzogovina

Respondent

I. PARTIES

1. Mr Moses Turay (the "Player") is a professional football player of Sierra Leonean citizenship, born on 11 February 2004.

2. Pharco SC (the "Club") is a professional football club based in Alexandria, Egypt, which, since season 2021/22, has participated in the Egyptian Premier League.

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

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties' submissions, pleadings and evidence adduced first in writing and then at an oral hearing held on 12 June 2025. 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 his Award only to the submissions and evidence he considers necessary to explain his reasoning.

A. The Contract and the Internal Regulations

The Contract

5. The Player signed a professional contract with the Club on 25 July 2023 (the "Contract").

6. There was a dispute between the Parties as to the correct version of the Contract. By the end of the evidentiary phase of the appeal, there were four versions before the Sole Arbitrator: the first version was that adduced by the Player during the first instance proceedings before the FIFA Dispute Resolution Chamber (the "FIFA DRC"); the second version was exhibited by the Club to its Appeal Brief; the third version was referred to and included within the written report of the Club's expert witness; and the fourth version was provided to the Sole Arbitrator by the Egyptian Football Association (the "EFA") at the Sole Arbitrator's request. Each version bore on every page the signature of a representative of the Club and the Club seal (via a stamp). Each page also contained, in a box titled '*Signature of Second party',* a signature attributed to the Player.

7. The relevant substantive terms of the Contract were, save for one exception that is explained below, identical in each of the four versions and undisputed by the Parties.

8. The Contract was due to last four seasons, beginning from the start of season 2023/24, and concluding at the end of season 2026/27.

9. The '*contract gross*' amount was stated to be USD 310,000, with USD 60,000 payable in the first season, 2023/24. That USD 60,000 amount was agreed to be payable as follows:

   - One initial instalment of USD 15,000 was to be payable on 30 August 2023; and

- Thereafter, instalments of USD 3,000 were to be payable monthly on the 30th of every month.

10. The remainder of the payment terms of the Contract were similarly structured, with a larger initial payment forming the August instalment and smaller amounts payable on the 30th of the month for the remainder of the year. In season 2024/25, the initial payment rose to USD 17,500 and the monthly payment rose to USD 3,500. In season 2025/26, the initial payment rose to USD 20,000 and the monthly payment rose to USD 4,000. And in season 2026/27, the initial payment rose to USD 25,000 and the monthly payment rose to USD 5,000.

11. The Contract was silent as to the method by which payment would be made. In the event, all payments that were made to the Player by the Club were made in cash. At the hearing, both parties explained that this practice (which was routinely followed by the Club in respect of its foreign players) was as a result of a financial crash affecting Egypt's domestic currency.

12. The Player was '*obligated*' to '*[t]o the extent reasonable, ... respect the rules and regulations of the club and the association and compl[y] ... with the reasonable instructions of the management ...*'.

13. The Contract provided that it would be '*signed in (4) four copies; one for the club; one for the player; one for the branch; one for the Egyptian Football Association. If the player does not have a copy of his employment contract, he can turn to the club and/or the Egyptian Football Association to request a copy which will be provided within 3 working days of such request.*' This explained the multiple versions that were ultimately before the Sole Arbitrator.

14. As regards termination provisions, the Parties agreed that:

- '*The employment contract maybe [sic] terminated by mutual agreement*'.

- '*The Player or Club cannot unilaterally terminate the contract unless the right to terminate the contract is stipulated in the FIFA Regulations on the Status and Transfer of Players ('FIFA RSTP'). Particular reference is made to art. 13, art 14, and art 14bis and 17 of the FIFA RSTP, which state that a party may terminate a contract where there is just cause If [sic] there is just cause, the contract may be terminated at any time, even during the course of a season.*'

15. The Contract provided that it '*should be certified and the club shall pay for the fees of certifying.*' It does not appear that this clause was complied with. No certified copy was adduced by either Party.

16. Finally, in a section headed '*Additional Provision*', there were a number of hand-written clauses inserted, including the following:

'Both Parties agreed That The financial and organizational executive regulations of The club's first football Team for all contracting seasons are deemed an integral part of Those

contracts and complimentary Thereof. Items mentioned in That regulation To work accordingly and The new interpretation of some The regulations provisions and any decisions issued by The club's board of directors in this regard without violating The regulations of The Egyptian football Association and The international football Association and shall be binding upon both Parties [sic].'

17. The Contract required that '*[a]ny intermediary agent participating in the negotiation of the contract his name must be mentioned in this contract [sic].*' The Contact also included a section for details of any intermediaries involved in the transfer to be disclosed. This section was struck through in pen, with no such details added.

18. As to the differences between the four versions:

- In one of the versions (that adduced by the Player before the FIFA DRC) the hand-written clause referred to at paragraph 16, above, is missing. It features in the other three versions.

- Aside from the above, the content of the substantive clauses is identical in all four versions. The clauses and contact details that were handwritten appear to have been written by the same author but have been re-produced anew on each version.

- The cover page of the Contract provided spaces to enter relevant details of each Party. On the version exhibited with the Club's Appeal Brief, the spaces for the Club's phone number, fax number and email address were left blank. On both the versions referred to by the Club's expert witness and provided by the EFA, those details were included. In the space for the Club's email address to be provided, it appears that the following address was written in: '*pharco-club@pharco-corp.com*'.

- While on the version exhibited to the Appeal Brief, the Player's address was included, it was omitted from the versions assessed by the Club's expert and submitted by the EFA.

The Internal Regulations

19. As noted above, the Contract incorporated by reference the Club's internal regulations. The version adduced by the Club was titled '*Financial and Administrative Regulation for Organizing work at the football first team – Pharco Club in the Premium League [sic] in Season 2021/22*' (the "Internal Regulations"). Although the title of the Internal Regulations pointed to the season before the Player joined the Club, the version adduced by the Club ostensibly contained the Player's signature on each page. The relevant provisions of the Internal Regulations are detailed below.

20. The '*Preamble*' stated that '*[t]he regulation is an integral part of the contract made between the club as First Party and the player as second party and the played agent signing on the contract if any third party. It includes the rights, duties and obligations agreed upon between the parties signing on the contract notarized by the Egyptian Football Association. If the board of directors of the club issues any instructions*

regarding amendment or interpretation of some terms whether by addition or deletion, they constitute part of the player's contract unless they violate the instructions of the Egyptian Football Association and FIFA …'.

21. In Article One, Part B (headed '*Accommodation, Housing, internal and external camps*') it stated that '*[a] suitable furnished housing shall be provided for the expatriate player accompanying his family or as stipulated in the contract in the term related to housing in the additional terms, if any*.'

22. In Article One, Part C (headed '*Foreign Players*'), it stated that '*[a]s stipulated in the players' contracts in the special and additional terms stated in the contract regarding the player or his travel tickets. If there is no direct stipulation in the contract, 2 round trip tickets shall be paid from his original motherland to A.R.E. The foreign player has no right to travel outside Egypt unless upon the technical director and football manager's written consent and upon the approval of Mr. General Supervisor.*'

23. Under an unnumbered Article headed '*Penalties and Sanctions*', the Internal Regulations provided that '*[i]f the foreign or Egyptian player travels without written permission from the technical director and football manager and the approval of Mr. the General Supervisor and Mr. Head of the Club, 30% of the player's contract shall be deducted.*'

B. The Payments

24. It is undisputed that on 30 August 2023, in accordance with the terms of the Contract, the Player received USD 15,000 in cash from the Club (the "August Instalment"). The Club adduced a cash receipt, ostensibly signed by the Player and bearing his fingerprint (the "August Cash Receipt"). The August Cash receipt stated that it related to '*The First Installment [sic] an amount of 15000 Usd paid on 30/08/2023.*'

25. The Club's position is that, on 20 September 2023, in accordance with the terms of the Contract, a member of its finance team gave the Player USD 3,000 in cash. Again, the Club adduced a cash receipt ostensibly signed by the Player (but not bearing his fingerprint (the "September Cash Receipt")). The September Cash Receipt stated that it related to '*The Second Installment [sic] an amount of 3000 Usd paid on 29 September 2023*' (the "September Instalment"). As will be discussed below, the Player's position is that he did not receive the September Instalment and the signature that the Club claims belongs to him on the September Cash Receipt is a forgery. As is also discussed further below, there are discrepancies in the Player's account as to what happened next. For the first time during the proceedings, in oral evidence at the hearing the Player suggested that he had chased immediately and repeatedly for payment of the September Instalment after the date it fell due. The Club disputes this.

26. It is undisputed, however, that on 30 October 2023, in accordance with the terms of the Contract, the Player received USD 3,000 in cash from the Club (the "October Instalment"). The Club adduced a cash receipt, ostensibly signed by the Player and bearing his fingerprint (the "October Cash Receipt"). The October Cash receipt stated that it related to '*The Third Installment [sic] an amount of 3000 Usd paid on 30/10/2023.*'

27. Whilst this was not always the Player's position (as explained below), by the time of the hearing, it was undisputed that on 28 November 2023, in accordance with the terms of the Contract, the Player received USD 3,000 in cash from the Club (the "November Instalment"). The Club adduced a cash receipt, ostensibly signed by the Player and bearing his fingerprint (the "November Cash Receipt"). The November Cash receipt stated that it related to '*The Fourth Installment [sic] an amount of 3000 Usd paid on 28/11/2023.*'

28. A further instalment of USD 3,000 was payable under the terms of the Contract on 30 December 2023 (the "December Instalment"). As discussed below, events took over and the December Instalment was never paid to the Player. No further payments were made by the Club to the Player.

C. The Player's absence

29. While the Player participated in training and several friendly matches, he did not make a first team appearance for the Club.

30. On 13 December 2024, the Player did not attend training and, it later transpired, had left Egypt to return to France.

31. The Club adduced a WhatsApp exchange between its Team Manager, Mohamed Hassam (known by many at the Club and referred to by the Player as '*Tito*'). That exchange shows the following:

- On 13 December 2023, Mr Hassam appears to send the following message to the Player: '*You told whom you were traveling?* [sic]'
- It appears that, on the same day, Mr Hassam makes two attempts to phone the Player, neither of which is successful.
- On 14 December 2023, the Player appears to respond to Mr Hassam, sending him the following message: '*Hey. I was travelling because you told me anything I need to speak to Mr John.*'

32. It became clear at the hearing (during counsel for the Player's closing remarks, after the Player had provided oral evidence) that the Player denies that he ever participated in this WhatsApp exchange. This is discussed further below.

33. On 20 December 2023, the Club wrote to the EFA. The letter was addressed to Dr Walid Al Attar, the Executive Director of the EFA, and was not copied to the Player. The letter stated (in relevant part):

'*Whereas, on 7/25/2023, Pharco Club signed the Player Moses Touray – Nationality Sierra Leone for four seasons starting from the current season 2024/23 and ending with the season 2027/26. Whereas, on 12/13/2023, without any prior warning or any dispute with anyone within Pharco Club, the player left the club and was absent from training, and when the club searched for the player Haven't found it yet.*

Accordingly, we inform you that Pharco Sports Club maintains its full right to demand the player's commitment With the contract concluded with the club, it also clarifies to you that the club has fulfilled all its contractual obligations with the player To date, the most important of which is that he has paid all of the player Moses Turay's dues in accordance with what was agreed upon The terms of the contract concluded with the player.

Therefore, after all of the above, we ask you to take the necessary legal action regarding what happened to the player Moses Turay. In addition to preserving all the rights of the Pharco Sports Club, the most important of which is the club's right to request the imposition of sanctions. Penalties are imposed on the player for violating the contract concluded with the club.' [sic]

34. Despite the invitation to take legal action against the Player, no such action was commenced. Indeed, it does not appear that there was any communication whatsoever between the EFA and the Player. The Club stated during the hearing that the invitation was made without any expectation that it would be acted upon. The purpose of the letter was to protect its own legal position: whenever a foreign player is acquired it is the EFA that assists with the procurement of the necessary visa. If the foreign player then leaves, the Club is incentivised to inform the EFA straight away, lest it be alleged that it has procured the visa on a fraudulent basis. The Club called the letter '*a standard procedure in Egypt*' to protect itself. Dr Al Attar provided evidence at the hearing, during which he concurred with this view and confirmed that – notwithstanding the terms of the letter – he did not understand that the Club seriously wished the EFA to take legal action against the Player.

35. On 15 January 2024, the Club wrote again to the EFA. The letter was again addressed to Dr Al Attar and was again not copied to the Player. The letter stated (in relevant part):

'*Whereas, on 12/20/2023, Pharco Club notified you of what happened to the player Moses Turay, a citizen of Sierra Leone, who left the club and travelled without permission despite having a valid contract with him until the season 2026/2027 Therefore we inform you that player Moses Turay is still absent from training and matches to date and this is the second notification from Pharco Sports Club.*

Therefore, after all of the above, we ask you to take the necessary legal action regarding what happened to the player Moses Touray, In addition to preserving all the rights of the Pharco Sports Club, the most important of which is the club's right to request the imposition of sanctions Penalties are imposed on the player for violating his contract concluded with the club.' [sic]

36. Again, no action was instigated by the EFA (and, again, it appears that no such action was anticipated by the Club, notwithstanding the content of the letter).

D. The Player's default and termination notice

37. On 1 January 2024, the Player's counsel, Mr Dupovac, sought to send a letter to the Club, putting the Club on notice that it was in breach of the Contract by its alleged failure to

pay the November Instalment and the December Instalment (the "Default Notice"). The letter stated:

'*We are addressing you as a legal representative of the player Moses Turay regarding the current situation of the player in your Club.*

Since the conclusion of the Employment contract dated 25th July 2023, your club has failed to pay to the Player salary for months of November and December amounting to debt of ***USD 6.000,00*** *(six thousand 00/100).*

With regard to the player's remuneration, we kindly give your club ***15 (fifteen) days*** *deadline from receipt of this email to pay the aforementioned amounts to the player Mr Moses and invite you to fulfil your contractual obligation.*

To conclude, please note that your club is currently in breach of its essential obligations. We refer you to articles 12bis, 14 and 14bis of the FIFA RSTP, should you fail to remedy entirely these breaches, the player will have no other choice but to unilaterally terminate the employment contract and to seek redress before the FIFA Football Tribunal for breach of contract by the club.'

38. Mr Dupovac's letter was emailed to the Club at the address: '*pharcofc@pharcofootballclub.com*'. The Club denies that this is an active email address of the Club and denies that it ever received the Default Notice. It appears undisputed that the Default Notice was never responded to.

39. On 17 January 2024, Mr Dupovac sent another letter to the Club (again to the '*pharcofc@pharcofootballclub.com*' email address), notifying the Club that Mr Turay had terminated the Contract (the "Termination Notice"). The Termination Notice stated:

'*We make reference to our letter sent to your Club on 1st January 2023 and provided deadline, which unfortunately remained unanswered and without effect.*

Given that you have not remedied the breach as outlined in our previous letter, we wish to inform you that in light of these continued contractual breaches, we hereby formally notify you of the player's decision to unilaterally terminate the employment contract with just cause, effective immediately.

Mr Turay reserves his right to file a claim with the FIFA DRC.'

E. The Player's subsequent employment

40. Since terminating his contract with the Club on 17 January 2024, the Player has entered into two further professional contracts.

41. The first was with the Finnish professional club, SJK Seinäjoki. This contract commenced on 12 August 2024 and apparently concluded on 31 October 2024. The Player was paid EUR 21,750 under the terms of this contract.

42. The second was with the Saudi Arabian professional club, Al Raed. This contract commenced on 1 January 2025 and concluded on 30 June 2025. The Player was paid USD 36,000 under the terms of this contract.

F. Proceedings before FIFA DRC

43. Consistent with the position adopted in the Termination Notice, the Player duly filed a claim with the FIFA DRC on 25 January 2024, eight days later.

44. By his claim, the Player:

- Argued that he had just cause to terminate the Contract on 17 January 2024; and
- Requested payment of:
  - The November Instalment;
  - The December Instalment;
  - USD 288,000 as compensation for the Club's alleged breach of the Contract (being the residual amount payable by the Club to the Player); and
  - Interest on the outstanding sums, calculated at 5% per annum.

45. The Club resisted this claim and issued a compensation claim.

46. It argued that it had paid the November Instalment to the Player (as well as the August Instalment, the September Instalment and the October Instalment). As a result of this, it submitted that there were not two contractual instalments outstanding, the Player did not have just cause to unilaterally terminate the Contract on 17 January 2024 and that by his termination of the Contract without such just cause, the Player (not the Club) was in breach of the Contract.

47. It further argued that, as a result of this breach by the Player, he was liable to pay to the Club:

- USD 310,000;
- Interest on the outstanding sums, calculated at 5% per annum; and
- USD 5,000 towards the Club's legal costs.

48. The Club also claimed that:

- Neither the 1 January 2024 Letter nor the Termination Notice were ever received by the Club (because it had been sent to the wrong email address); and
- The Player left Egypt on 13 December 2023 without authorisation from the Club.

49. In his reply to the Club's compensation claim, the Player made a crucial change to his position. He – for the very first time – alleged that (in addition to the December Instalment) it was not the November Instalment that had not been paid by the Club, but the September Instalment. Further, he alleged that the signature attributed to him on the September Cash Receipt was a '*forgery*'.

50. To support this claim, he adduced expert evidence in the form of a report from Zlatko Dugandžić, who (it was said by the Player) '*was able to conclude reliably that the Player **did not sign** himself receipts on the amounts of 3.000,00 USD dated 29 September 2023.*' (emphasis in original).

51. The Player therefore continued to argue that two instalments remained unpaid (the September Instalment and the December Instalment) entitling him to terminate the Contract for just cause.

52. He further argued that the email address to which the Default Notice and the Termination Notice were sent was acceptable, being displayed on the Club's official website, that the Club had stopped paying him because it was no longer interested in his services and that this explained why no disciplinary or legal action was taken against him for his absences from Egypt.

53. Given that there was no oral hearing in the case, nor apparently any further opportunity to make written submissions or adduce evidence, the Club was never given an opportunity to rebut the Player's claim that it was the September Instalment that was unpaid and his signature on the September Cash Receipt was a '*forgery'*.

G. Decision of the FIFA DRC

54. The decision of the FIFA DRC was passed on 13 June 2024 (the "FIFA DRC Decision") and issued to the parties by FIFA on 15 July 2024.

55. The crux of the FIFA DRC Decision was whether or not the Player had been paid the September Instalment by the Club. As the FIFA DRC stated (at paragraph 6): '*[t]he Chamber had to decide if such payment was indeed remitted to the player or not, and consequently if the player had just cause to terminate the contract or not.*'

56. The FIFA DRC accepted the Player's claim of forgery, ultimately on the basis that the signature on the September Cash Receipt '*looks slightly different'*. At paragraphs 9 to 13 of the FIFA DRC Decision, it stated:

> '*9. At this stage, the Chamber considered appropriate to remark that, as a general rule, FIFA's deciding bodies are not competent to decide upon matters of criminal law, such as the ones of alleged falsified signature or documents, and that such affairs fall into the jurisdiction of the competent national criminal authority. In order to be able to solve such disputes in a satisfactory and timely manner, without the need to wait for the initiation and conclusion of a potential criminal investigation, the Chamber adopts a practical procedure in such cases, namely to request the party who claims the authenticity of the disputed document to provide its original version*

via regular mail. If for a layman the document appears to be authentic and in line with the further documentation on file, such document is considered as authentic for the purposes of solving the dispute at hand.

10. The Chamber decided to follow the player's argumentation and concluded that the payment was not remitted, since he disputed the signatures and in the view of the Chamber, it indeed looks slightly different.

11. On account of the above, the Chamber concluded that the player had not received his remuneration corresponding to 2 monthly salaries at the time of the termination. Furthermore, the player has provided written evidence of having put the Respondent in default before unilaterally terminating the contract on 1 January 2024.

12. It has to be noted that in the case at hand the club bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties.

13. Consequently, on account of the above, considering that the club had thus repeatedly and for a significant period of time been in breach of its contractual obligations towards the player, the DRC decided that the player had just cause to unilaterally terminate the employment contract on 17 January 2024 and that, as a result, the club is to be held liable for the early termination of the employment contact with just cause.'

57. Having concluded that the Player had just cause to terminate the Contract, the FIFA DRC accepted the Player's claim in part and dismissed the Club's counterclaim:

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

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

- *USD 9,000 as outstanding remuneration plus 5% interest p.a. as from 17 January 2024 until the date of effective payment;*

- *USD 275,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 17 January 2024 until the date of effective payment.*

3. Any further claims of the [Player] 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 counterclaim of the [Club] is 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 [Club] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be 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.*

[…]'

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

58. On 5 August 2024, the Club filed a Statement of Appeal against the FIFA DRC Decision with the Court of Arbitration for Sport (the "CAS"), pursuant to Article R47 *et seq* of the Code of Sports-Related Arbitration (the "CAS Code"). The Statement of Appeal listed two respondents: (a) the Player; and (b) FIFA. It requested that the appeal be heard by a Sole Arbitrator and sought an immediate 20-day extension to the deadline by which it was required to submit its Appeal Brief.

59. On 26 August 2024, the CAS Court Office wrote to the Player, the Club and to FIFA, among other things, seeking confirmation as to the identity of counsel for the Player, seeking comments from the Player and FIFA on the Club's request for an extension to the deadline by which it was required to submit the Appeal Brief, its request that the matter be dealt with by a Sole Arbitrator and its request that the language of the arbitration be English and making the parties aware of the possibility of CAS facilitating a mediation of the dispute. The CAS Court Office also confirmed that the costs of the procedure '*must be paid by the parties [and] … the CAS Director General or the CAS Finance Director will shortly write to the Parties inviting them to pay an advance on such arbitration costs, in accordance with Article R64.2 of the Code.*'

60. On 26 August 2024, FIFA wrote to the CAS Court Office stating that, by virtue of the nature of the dispute (being a contractual claim between the Player and the Club) and the role of FIFA vis-à-vis its DRC (with the FIFA DRC being an independent decision-making body) '*FIFA cannot be considered a respondent in the present affair, an, in consequence, we request to be excluded from the procedure at stake. If this should not be the case, we reserve our right to claim against the Appellant for the legal costs incurred by FIFA as a consequence of the unnecessary involvement in the present procedure.*'

61. On 30 August 2024, Mr Dupovac wrote to the CAS Court Office to confirm his representation of the Player and to indicate that the Player had no objection to the matter being determined by a Sole Arbitrator, to the language of the arbitration being English nor to the extension of time sought by the Club to file its Appeal Brief. Mr Dupovac also confirmed that the Player had '*no interest in submission of this case to CAS mediation.*'

62. On 2 September 2024, the Club accepted '*the request of FIFA to be excluded from the procedure at stake. Therefore, the Appellant respectfully requests this Honorable*

Tribunal to continue the present procedure against Mr. Moses Turay as Sole Respondent.'

63. On 22 September 2024, the Player informed the CAS Court Office that he '*will not pay its share of estimate advance of cost in accordance with Article R64.2 of the CAS Code.*'

64. On 19 November 2024, following several extensions of deadline which were requested by the Club and to which the Player did not object, the Club filed its Appeal Brief with the CAS, in which it *inter alia* requested the production of two documents and announced several witnesses. The next day, on 20 November 2024, the CAS Court Office invited the Player to file his Answer within 20 days.

65. On 29 November 2024, the Player sought a suspension of the deadline by which he was required to file his Answer Brief and a 64-day extension to that deadline to 12 February 2025. With no objection having been raised by the Club to this request, the extension was granted by the CAS Court Office by letter to the Parties on 10 December 2024.

66. On 30 December 2024, the Parties were notified by the CAS Court Office that the Panel appointed to determine the present matter had been constituted as follows:

Sole Arbitrator: Mr Jamie Herbert, Solicitor in London, United Kingdom

67. On 11 February 2025, the Player filed his Answer. He requested an oral hearing of the appeal. He exhibited two documents requested by the Club, being a copy of the Player's passport, showing stamps for his entry and exit from Egypt and a copy of his professional contract with SJK Seinäjoki. Finally, he objected to the Club's proposed tender of witnesses on the basis (in respect of Mr Hassam) '*they cannot be admitted since they are subordinated to the Appellant, thus their impartiality and trustworthiness is compromised*' and, on the basis of Dr Al Attar, on the basis that the Club had '*not provide any evidence regarding his apparent position and occupation nor for the matter of the dispute. The witness is proposed to the facts that need to be proved by material evidence. Additionally, the witness is proposed to state "common practices" which are of no relevance to this case and the witness should provide only relevant information for this case [sic].*'

68. On 12 February 2025, the CAS Court Office wrote to the Parties to ask the Club whether it too wished there to be a hearing in this matter and to ask both Parties whether they wished there to be a case management conference.

69. On 24 February 2025, both Parties wrote to the CAS Court Office. Both confirmed that a case management conference was not necessary. The Club also indicated that it too wished there to be a hearing of the present matter.

70. By letters of 31 March 2025, the Parties confirmed their availability for a hearing of the appeal on 12 June 2025 and indicated that they preferred the hearing to be in person, rather than via videoconference. The hearing date of 12 June 2025 was then confirmed by the CAS Court Office in a further letter to the Parties, dated 2 April 2025.

71. On 6 May 2025, the Order of Procedure was sent by the CAS Court Office to the Parties for their signature. These were returned, signed, by the Player and by the Club on 12 May 2025.

72. On 10 June 2025, at the invitation of the Sole Arbitrator, the Parties submitted a tentative schedule for the hearing, including opening and closing submissions on behalf of each Parties, the hearing and examination of both expert witnesses and witnesses of fact, including the Player.

73. On 12 June 2025, a hearing of the appeal took place at the CAS headquarters in Lausanne, Switzerland. In addition to the Sole Arbitrator, his assistant, Rebecca Patton, a Solicitor in London, United Kingdom, and Delphine Deschenaux-Rochat, CAS Counsel, the following persons attended the hearing:

For the Club: Mr Ignacio Triguero, counsel [in-person]
Mr Juan Ignacio Prieto Huang, counsel [via videoconference]
Ms Marta Rubio Calvete, intern [via videoconference]
Mr Alfred Gutiérrez Kavanagh, interpreter [via videoconference]
Mr Yahya Muhammad, interpreter [via videoconference]
Dr Walid Al Attar, witness [via videoconference]
Mr Mohamed Hassam, witness [via videoconference]
Ms Natalia González Stamm, expert [via videoconference]

For the Player: Mr Moses Turay, Player [via videoconference]
Mr Feda Dupovac, counsel [in-person]
Ms Renata Merzić, interpreter [via videoconference]
Mr Zltako Dugandžić, expert [via videoconference]

74. No objections were advanced by either Party in respect of the Sole Arbitrator's appointment. At the hearing, the Parties were given a full opportunity to present their case, submit their arguments, question the witnesses proffered and answer questions from the Sole Arbitrator. At the conclusion of the hearing, the Parties also confirmed that they were satisfied with the procedure throughout the hearing, and that their right to be heard and their right to a fair trial had been fully respected.

75. During the hearing, the Player objected to a different version of the Contract being considered by its expert witness. After hearing submissions from the Club to explain why there were multiple versions of the Contract (because terms contained an obligation that it be signed in quadruplicate), the Sole Arbitrator requested that a copy of the Contract held by the EFA be produced, so as to ensure that all four versions were before him. That request was repeated by a letter from the CAS Court Office to the Club, dated 16 June

2025. The EFA sent the version of the Contract that it held in its records to the Club, which was then provided to the Sole Arbitrator on 3 July 2025. The evidentiary phase of the proceedings thereby concluded on that date.

IV. SUBMISSIONS OF THE PARTIES

A. The Submissions of the Club

76. The Club's prayers for relief were as follows:

'*1. To deem admissible and uphold in its entirety the Appeal filed by PHARCO.*

2. To annul in its entirety and set aside the Appealed Decision.

3. To replace the Appealed Decision by a ruling:

3.1 Declaring that the Player did terminate the Contract without just cause.

3.2 Ruling that the Player shall pay PHARCO FC a compensation in the amount of TWO HUNDRED EIGHTY-NINE THOUSAND UNITED STATES DOLLARS (USD 286,000) as compensation for breach of contact (or an alternative compensation as ruled by the Sole Arbitrator in view of the specific circumstances), plus a five percent (5%) annual interest over any compensation from 17 January 2024 until final payment.

4. Only on a subsidiary basis, in the unlikely event that the Player is found to have terminated the Employment Contract with just cause, the compensation due to the Player is reduced or extinguished so that no compensation is payable, in the alternative that the compensation is reduced to such sum as the CAS shall award.

5. In all cases, to condemn the PLAYER:

5.1 To bear all the arbitration and administrative costs pertaining to these appeal proceedings before the CAS including the CAS Court Fee in the amount of CHF 1,000.00; and

5.2 To pay PHARCO FC a significant contribution towards its legal fees and other expenses incurred in connection with these proceedings in an amount to be determined at the discretion of the H. Sole Arbitrator in accordance with Article R65(3) of the CAS Code, and of at least CFH 6.000.'

77. The Club's submissions can be summarised as follows:

a. ***The Player did not have just cause to terminate the Contract on 15 January 2024***

78. As to the law and the relevant provisions of the FIFA RSTP, on the meaning of just cause, the Club submitted that '*only material breaches*' of the Contract provide a party with the right to terminate under Article 14 or Article 14bis of the RSTP and that such a right '*as an absolute last resort, where given the particularities of the situation at stake, it could not be expected that one of the parties could reasonably continue to be bound by the contractual relationship.*'.

79. It submitted that the burden of proof lay on the Player as the contractual party seeking to terminate to '*establish that the Contract was in fact terminated with just cause based on the circumstances of the case*'.

80. It submitted that Article 14bis of the FIFA RSTP (on which the Player relied when terminating the Contract), CAS jurisprudence and the RSTP Commentary published by FIFA in 2023, each limit the power of a contracting party to terminate for just cause to situations where, in the case of non-payment, '*the outstanding amount is significant*' (which the Club claimed could only be the case if it amounted to no less than two months' salary) and a valid default notice is sent to the party allegedly in breach, giving it no less than 15 days to remedy the situation. The Club says that neither of those factors was present in this case.

81. In respect of the outstanding sums, the Club submits that the FIFA DRC was wrong to conclude that the Club had '*repeatedly and for a significant period of time been in breach of its contractual obligations.*' The Club's primary objection to this finding was that at the time that the Default Notice was sent to the Club, there was only one contractual payment outstanding (the December Instalment, which had only been outstanding for two days) and – contrary to the Player's submissions – the September Instalment had been paid in accordance with the Contract. It also noted that one ought to assess the '*significance*' of any outstanding amount in the context of the wider contractual structure. The Player's annual salary for Season 2023/24 was USD 60,000 (meaning that *pro rata* across the year, his remuneration was USD 5,000 per month). And his total contractual remuneration was USD 310,000 (meaning that *pro rata* across the whole four-year term, he received USD 6,458.33 per month). The Club's position was that even if there were two USD 3,000 instalments outstanding (which it forcefully submitted was not the case), taken in the context of the whole Contract, such an amount was not '*significant.*'

82. In respect of the Default Notice, the Club claimed that it was both invalid on its terms and invalidly submitted.

83. The Club submitted that the Default Notice had alleged that the Club was in breach by its non-payment of the November Instalment and the December Instalment. On the Player's own case now (and ultimately before the FIFA DRC) it is accepted that the November Instalment was paid by the Club. The Default Notice therefore referred to the wrong payments. This mistaken reference to the November Instalment simply rendered it invalid in that it did '*not comply with the requirements under art. 14bis.*'

84. As to the submission of the Default Notice (and subsequent Termination Notice), the Club submitted that that too failed to comply with Article 14bis because it was '*sent to an address that is not operative.*' The address to which the two letters was sent by email was '*pharcofc@pharcofootballclub.com*', which '*does not belong to the club at all.*' The Club further suggested that it was both '*suspicious*' and '*in bad faith*' for the Player to elect to communicate with the Club via email in this way, given that there was a clear and active line of communication between the Player and Mr Hassam of the Club via WhatsApp.

85. Finally, the Club complained that the Player's significant change of position during the FIFA DRC process, arguing for the first time that it was the September Instalment that remained unpaid, rather than the November Instalment, was in breach of a number of the Club's legal rights. This was articulated in writing in a number of ways that ultimately amount to the same thing: as a breach of legitimate expectations; as the Player being estopped from amending his position in the way seemingly permitted by the FIFA DRC; and contrary to the doctrine of *venire contra factum proprium*.

86. As to the facts, the Club's primary contention was that, at the time of the Default Notice, there were not two contractual payments outstanding: it had made payment to the Player (in cash) of the August Instalment, the September Instalment, the October Instalment and the November Instalment; and, in each case had a receipt signed by the Player confirming that the payment had been made. In the words of the Club: '*[o]nly when confronted with the proof of payment corresponding to the salaries of the August, September, October and November 2023 …, the Player suddenly shifted its version of the facts and tried to remedy the unlawful termination by explaining that the debt was composed of the September and December 2023 salaries, and that in fact, it received payment corresponding to September 2023.*'

87. In support of this, they not only adduced the September Cash Receipt, but also what appears to be an internal document, dated 2 September 2024, signed by a Mr Muhammad Yousry Abdel Rahman (who appears from the document to be part of the Club's financial management team), bearing the Club seal via stamp, addressed to the Club's '*CEO*', Amr Bargas. The document states: '*[a]ttached is a statement of the amounts delivered to the player Moses Toure, nationality of Sierra Leone …*'. The document (the "Payment Schedule") lists that USD 15,000 was paid to the Player on 30 August 2023, USD 3,000 was paid to the Player on 29 September 2023, USD 3,000 was paid to the Player on 30 October 2023 and USD 3,000 was paid to the Player on 28 November 2023.

88. The Club also noted that it was given no opportunity during the FIFA DRC proceedings to respond to the Player's new submission that the signature attributed to him on the September Cash Receipt was a forgery. This was made for the very first time on 20 March 2024, six weeks after the Club had submitted its written response to the Player's claim.

Expert evidence

89. The Club argued that it was the Player's signature on the September Cash Receipt and there had been no forgery. It adduced expert evidence from Natalia Gonzalez Stamm,

who's conclusions it said '*make perfectly clear that Pharco did not forged or altered [sic] the signature of the Player on the challenged payment cash receipt of September 2023.*'

90. Ms Gonzalez Stamm is an expert calligrapher and graphologist, having worked in the field for over 25 years and having obtained a range or professional accreditations. To assist with the production of her report, Ms Gonzalez Stamm was provided with the hard copy original of the September Cash Receipt, featuring the wet ink signature. She expressly confirmed in her report that the September Cash Receipt '*is considered to be of sufficient quality for the expert opinion.*'

91. She compared this signature against 10 '*specimen documents*', which incorporated 26 signatures of (or attributed to) the Player. These included the Player's passport, the version of the Internal Regulations signed on each page by the Player, a document signed by the Player around the time of his transfer to the Club that declared no third party ownership of interest in his economic rights, the version of the Contract itself held by the Club, which had allegedly been signed by the Player on every page, a document conferring power of attorney on the Player's counsel, Mr Dupovac, a bank account registration form and each of the cash receipts held by the Club.

92. The key conclusions reached by Ms Gonzalez Stamm in her report were as follows:

- *"There are no additions in the challenged signature, no washings (chemical product that erases the inks), no scraping (words and fibbers disappear), no retouching (arrangements that are given to the letters to compose the imperfections that it may have), nor interleaving. An analysis of the original documents has been carried out, both with direct vision and with the aid of various instruments such as magnifying glasses of different magnifications, stereoscopic microscopes, grazing lights with different degrees of incidence, etc. to accurately evaluate the shape of the line, the direction, the dynamism or the spontaneity of the signatures and thus to know perfectly the graphic habits of which they are composed".*

- *"It is relevant to note that the author of these firms was born in 2004, which may be related to the fact that his signature has not reached a full level of evolution. The signatures of young people are often in a developmental stage, especially regarding complex or detailed features, such as highly defined gestures or greater personalization in the stroke. In this case, the simplicity of the signatures examined -both the questioned and the specimen- is consistent with this phase of maturation, which could justify the lack of more elaborate and ornamental elements in their structure".*

- *"After a thorough examination of the questioned signature in comparison with the authentic signatures, it is evident that there is a correspondence in several aspects that suggest a significant similarity. Both in the questioned and specimen signatures, there is a similar general appearance, with a layout that presents a simple design and is composed of one or two scriptural movements of speed average. This rapid and continuous execution of the signature has been consistently maintained in the years 2020, 2021 and 2023. However, in the specimen signatures*

of December 2023 and January 2024, an alteration in the morphology of the signature is identified".

- *"During the analysis, no signs suggesting forgery were detected in the dubious signature. No tremors, distortions or interruptions in the stroke that could indicate forced or imitative execution were observed. The absence of doubts in the starting and ending points of the strokes, as well as the fluidity in the execution, rule out the possibility that the signature has been forged, since the elements of insecurity typical of an imitative signature are absent".*

- *"In conclusion, the detailed analysis of the questioned signature in comparison with the twenty-six specimen signatures strongly supports the hypothesis that they are of the same authorship. The morphological alterations observed in the specimen signatures of December 2023 and January 2024 are evident, but do not affect the conclusion of the present analysis, which is based on direct comparison of the dubbed signature with previous signatures of similar structure. It is therefore reasonable to conclude that the dubious signature corresponds to Mr. Moses Turay, with no evidence of forgery or imitation in its execution".*

- *"In the opinion of this expert, given his knowledge, the state of the art and on the basis of the data obtained and presented in this report on the analysed material, it is concluded:*

  That the dubious signature, which is the subject of the expert's report, corresponds to the indubitable and collated signatures analysed in this report, which belong to the handwriting of Mr. Moses Turay."

93. In oral evidence, Ms Gonzalez Stamm confirmed her written conclusions in full. In addition, she underlined that it was '*essential*', in order to provide an expert opinion as to the validity of a signature, to have the hard copy original at one's disposal, and further stated that it was important '*to become aware of the writing universe*' of the subject, by comparatively assessing a number of contemporaneous instances of their signature. She re-confirmed that her analysis had uncovered '*no evidence*' of tampering or forgery.

94. Finally, in further support of the submission that the September Instalment has been paid in accordance with the terms of the Contract, the Club submitted that the Player had not once asked where his September payment was, nor made any attempt to claim it (before 24 March 2024, while the Parties were engaged in the FIFA DRC process), which one would have naturally expected the Player to have done if it (as the Player claimed) remained unpaid. Mr Hassam gave oral evidence during the hearing in which he confirmed that the Player had never raised any issue with him (as the Team Manager and particularly responsible for the arrangements for foreign players) as to late payment of salary.

b. ***The Player himself breached the Contract***

95. The Club made a number of submissions to the effect that it was in fact the Player, not the Club, who was in breach of the Contract.

96. First, the Club submitted that the Player had left Egypt, without the authorisation of anyone at the Club, on or shortly before 13 December 2023. The Club adduced a WhatsApp exchange between Mr Hassam and the Player (replicated at paragraph 31, above), which it claimed showed Mr Hassam's enquiry as to where the Player was on 13 December 2023, two unsuccessful attempts by Mr Hassam to call the Player followed by a message including only three question marks (which it was said by Mr Hassam in the hearing was an attempt by him to enquire as to why the Player wasn't answering) and the Player's response on 14 December, confirming that he was travelling and stating that he had the permission of '*Mr John*' to so do.

97. This exchange was confirmed by Mr Hassam in his oral evidence. Mr Hassam elaborated that he first became aware of the Player's departure when, one hour before training on 13 December 2023, two of the Club's other foreign players, Babacar N'Diaye and Mohamed Bangoura, arrived without the Player. Mr Hassam asked where the Player was and was told that he had packed his luggage and left. In response to further questions from Mr Hassam, Messrs N'Diaye and Bangoura informed him that the Player had not told anyone at the Club before he left the country and had done so because he was not being picked to play in matches for the Club. Neither Mr N'Diaye nor Mr Bangoura were tendered as witnesses by either Party.

98. Mr Hassam gave evidence that further attempts were made to contact the Player by the Club's captain and '*Mr John*' (who it was confirmed was the Club's '*General Supervisor*') both directly and via the Player's agent. Mr Hassam stated that further attempts to call the Player on his Egyptian number revealed that it was out of service and further attempts to call the Player on his international number were unsuccessful.

99. It became clear in closing submissions, following questions from the Sole Arbitrator, that none of this evidence (including the WhatsApp exchange) was made available to the FIFA DRC. Counsel for the Club (who had accepted his instruction after the FIFA DRC proceedings were completed) had no real explanation for this.

100. In light of the Player's departure, letters were sent by the Club to the EFA on 20 December 2023 and 15 January 2024, confirming that the Player was no longer in the country. Mr Hassam and Dr Al Attar gave evidence to confirm this. Mr Hassam also confirmed that, aside from these letters, no legal or other action was taken against the Player for leaving the country. Dr Al Attar under cross-examination from the Player's counsel gave evidence that there is '*no way*' that there could be two versions of the same employment contract for the same player covering the same period.

101. He further confirmed that the Club had not hired a replacement for the Player. The regulations of the EFA limited the number of foreign players that a club can register under a certain age. The Player had filled one of those limited spots but the Club has not recruited another foreign player under the age limit to take his spot.

102. The Club's position was that this departure from Egypt without the Club's authorisation was a breach of the Contract by the Player. In support of this, they pointed to the incorporation of the Internal Regulations into the Contract by reference and the provision of those Internal Regulations stating that '*the foreign player has no right to travel outside*

Egypt unless upon the technical director and the football manager's written consent and the approval of the General Supervisor.' They also pointed to CAS authority to the effect (in its submission) that where '*a player had been absent for over several weeks (despite warnings and messages from the club) and failed return to the Club … there was just cause for the club to terminate the contract as the player failed to demonstrate justifiable reasons for his absence …*'.

103. Finally, as a subsidiary argument, the Club submitted that, if the Player's unauthorised departure from Egypt was not in and of itself a breach of the Contract of sufficient significance to give the Club a termination right, it was sufficient at least for the Club to withhold the December Instalment. The Club cited in support the doctrine of *exception non rite adimpleti contractus*, endorsed by CAS jurisprudence and Article 82 of the Swiss Code of Obligations (the "SCO"), to the effect that '*a party to a bilateral contract may not demand performance until he has discharged or offered to discharge his own obligation.*' In this case, this boiled down to an argument that the Player could not demand payment while in breach by his travel abroad.

c. ***Consequences***

104. The Club advanced alternative submissions on consequences, covering scenarios where the Appeal was upheld and it was held that the Player was in breach of Contract, and where it was dismissed and the Club was held responsible. Taking each in turn:

Consequences if the Player is in breach

105. The Club submitted that, if it demonstrated that it was the Player who had terminated the Contract without just cause, Article 17(1) of the RSTP required payment of compensation by the Player to the Club. It characterised this right as '*an entitlement to a whole reparation of the damage suffered according to the principle of "positive interest", under which compensation for breach must be aimed at reinstating the injured party to the position it would have been had the contract been performed until its expiry.*'.

106. The Club accepted that, if it had sustained damage, it has a duty to mitigate that damage, though gave no evidence (or explanation in submissions) as to what steps it had taken to do so.

107. It simply stated that the appropriate calculation was the residual value of the Contract at the point of termination (being USD 286,000) and that it was entitled, pursuant to Article 104 of the SCO, to interest at 5% per annum from 17 January 2024.

Consequences if the Club is in breach

108. Finally, the Club submitted that, if the substantive appeal was dismissed and it was found to have been in breach, the damages awarded by the FIFA DRC to be paid to the Player should be substantially reduced to take account of '*the specific circumstances of the case at hand*'. Those circumstances included: (a) the fact that the Player had subsequently signed professional terms with two other clubs; and (b) '*the bad faith of the Player and the several breaches from his side.*' (paragraph 110 of the Club's Appeal Brief).

d. ***Conclusions***

109. In oral submissions at the hearing, counsel for the Club juxtaposed the evidence of the Player with that of the Club and its witnesses. He explained that the Club's position throughout the present appeal and before the FIFA DRC had been consistent, supported by documentary evidence and (in part) by an independent witness in the form of Dr Al Attar. He submitted that this consistency underlined its reliability.

110. He submitted that, in contrast, the Player's position was inconsistent and unreliable, having evolved throughout the proceedings before the FIFA DRC and CAS. In particular, he focused on the change in position from the Player from claiming that it was the November Instalment that remained unpaid to the September Instalment and the allegation (made substantively for the first time at the hearing) that the WhatsApp exchange between Mr Hassam and the Player on 13 and 14 December 2023 was fake. The Club's position was that any time the Player was faced with documentary evidence that conflicted with his position, his default response to was to question the authenticity of that evidence.

111. Further focus was drawn to the new explanation as to why the Player left Egypt in December that was delivered in the hearing and the range of new claims (including, for example, that he had chased Mr Hassam and his agent for payment of the September Instalment, as discussed in greater detail below). Not only were these entirely novel, but they were also unsupported by any documentary evidence.

112. In respect of the expert evidence, counsel for the Club placed particular emphasis on the limitations in the exercise conducted by Mr Dugandzic, caused by his analysis of scanned soft copies, rather than hard copy originals. It was said that not only had Ms Gonzalez Stamm's work considered the hard copy, wet ink original, it had spanned a much greater range of comparables, over a greater period of time, so as to allow her to develop a wider understanding of the Player's signature style. It was noted that the Player could have – at any time during the FIFA DRC or CAS proceedings – asked for the hard copy original of the September Cash Receipt so as to allow Mr Dugandzic to analyse it. No such request had ever been made.

113. As to the differences between the versions of the Contract in the bundle, the Club explained that the answer lay in the multiple versions of the Contract required by its terms. It took issue with the Player's challenge and the suggestion (inferred from the Player's position rather than clearly set out) that the signatures on the version provided to Ms Gonzalez Stamm were not authentic. Counsel for the Player pointed out that this challenge was completely unevidenced and amounted to a submission that not only one signature had been forged (on the September Cash Receipt) but a further nine signatures had been forged. No evidence had been adduced by the Player to that effect and Mr Dugandzic had not been asked to opine on the nine signatures in issue.

114. The Club argued that, even if there were two USD 3,000 payments outstanding, that did not entitle the Player to terminate, either under Article 14 or 14bis of the FIFA RSTP, given the total annual value of the Contract, and the requirement to conduct a pro rating exercise.

115. Finally, the Club submitted that if it was found to be in breach, any compensation payable to the Player must be reduced to take account of the two subsequent professional contracts he signed, with SJK Seinäjoki II and Al Raed.

B. The Submissions of the Player

116. The Player's prayers for relief were as follows:

> '*1. The appeal filed by the Appellant against the decision of the FIFA DRC no FPSD-13490 dated 13 June 2024 is dismissed and rejected*
>
> *2. The decision rendered by the FIFA DRC no FPSD dated 13 June 2024 is confirmed.*
>
> *3. The costs of the present arbitration proceedings shall be borne by the Appellant in their entirety.*
>
> *4. The Appellant shall pay to the Respondent an amount as contribution towards the legal fees and other expenses incurred in connection with these arbitration proceedings.*
>
> *5. Any other motions or prayers for relief are dismissed.*'

a. The Player's oral evidence

117. The Player provided oral evidence. Given that he did not produce a witness statement in advance (nor during the FIFA DRC process) much of the evidence that he provided was delivered at the hearing for the first time. That evidence can be summarised as follows:

118. In 2023, the Player was in France when he was contacted by a football agent, named Abdul Aman, to tell him about the Club and its interest in him. The agent bought a plane ticket for the Player and he flew to Cairo. On arrival, he signed the Contract in the presence of a Club representative and (notwithstanding the fact that no agent is identified on the Contract) Mr Aman. He confirmed that he understood the terms of the Contract. He stated that he was not provided with a copy of the Contract on the date of signature, but subsequently received a copy via WhatsApp.

119. After signing the Contract, his primary contact within the Club was Mr Hassam, who the Player described as '*responsible for anything the players need.*' He complained that, while his Contract had stipulated that he would have an apartment for himself, in the event, the apartment provided to him was to be shared with two other players: Mr N'Diaye and Mr Bangoura. This meant that his family were unable to visit him. He complained both to Mr Aman (who claimed that the Club had changed its mind regarding the accommodation arrangements) and to Mr Hassam but the issue was never remedied. He confirmed that he never missed a training session. He was selected to participate in some friendly matches but was never selected for an official first team match. When it was put to him that this might be the reason for his departure in December, he rejected this, stating that he was a professional player and the risk of not being selected is '*just football.*'

120. The Player accepted that he was paid the August Instalment, signed the August Cash Receipt and affixed his fingerprint thereto.

121. The Player denied that he received the September Instalment. He claimed that the signature attributed to him on the September Cash Receipt was '*fake*'. When questioned, he confirmed that he had not made a complaint to the Egyptian police or any other authority regarding this alleged forgery.

122. The Player's oral evidence as to what happened next differed from the position taken in his written submissions. In the latter, there is no reference to him asking the Club where the September Instalment was or when he was going to get it. Instead, the position adopted by counsel was that '*the Player believed that the payments in October and November 2023 are due payment for September and October that he previously did not receive. The Player was not provided with any documentation regarding the confirmation of receipt of the salaries, therefore he was not able to provide that to the counsel not to have exact recollection of contents of it. Therefore, without any information provided to him from the club the Player regarding the manner of registration of the payment, the Player dd not have any manner to establish how the Club registered those payments and believed that the salaries are paid according to their maturity.*'

123. However, in oral evidence the Player contradicted this. He was very clear that he was expecting to be paid in September and when he was not, his evidence was that he asked Mr Hassam in person '*every day*' where his money was, as well as asking Mr Aman via WhatsApp.

124. Thereafter, the Player accepted that he received the October Instalment and November Instalment, signing the relevant cash receipt in each case and adding his fingerprint. He claimed to have signed the two cash receipts without reading the text included on the document in each case. In his words, '*I was told it was salary so I signed it.*'

125. This takes us to December and the Player's departure from Egypt where, again, there is a deviation between his written submissions and oral evidence. In the latter, he argues that his departure from Egypt was not unauthorised.

126. However, a new explanation arose at the hearing. The Player described an incident in December 2023 when Mr Aman attended the Player's apartment, accompanied by two men, and asked him for money. When the Player told Mr Aman that he did not have (or would not give him) the requested money, Mr Aman asked for the Player's passport. The Player did not have this with him. There was a suggestion in his oral evidence that he had given it to a friend, potentially as a protective measure in anticipation that someone (whether Mr Aman or otherwise) would demand it from him. The Player further described that he was then threatened with violence, but his friends at the apartment at time were able to protect him. The Player explained that, the following day, he complained to Mr Hassam of this episode, given Mr Aman's links to the Club. The Player claims that Mr Hassam told him that he would inform others within the Club but nothing came of this. The Player felt unsafe as a result of the episode and alone in Egypt. For this reason, he '*went to France and ended the contract.*' He made no complaint to the Egyptian police or anyone else about what had happened at his apartment.

127. His evidence was that he had told Mr Hassam that he would leave the country but, when presented with the WhatsApp exchange purported to be between him and Mr Hassam (see paragraph 31, above), he denied any knowledge of this exchange, saying that the message attributed to him was in fact not him. No further explanation was provided.

128. He claimed that he received no contact from anyone at the Club after his conversation with Mr Hassam. He maintained that the Club knew that he was leaving for France but conceded under cross-examination that no one authorised this travel.

b. ***Procedural Issues***

129. In written and oral submissions, the Player sought to draw attention to the fact that some of the evidence adduced by the Club before the CAS had not been adduced at first instance before the FIFA DRC. The Player claimed this was without explanation. In particular, the Player focused on the provision by the Club to Ms Gonzalez Stamm of a version of the Contract '*which is different from the one that both the Player and the Club have submitted in the first instance proceedings*'. It was said that '*[t]his is a clear indication of the intention of the Appellant to misrepresent the facts.*' The Player's position was that '*[a]uthenticity of such documents is strongly disputed.*'

130. The Player further complained about the production of the August Cash Receipt in these proceedings and the fact that it was provided to Ms Gonzalez Stamm as a comparator for her analysis. The basis of the complaint was that it was '*not referenced anywhere in the first instance proceedings nor in the Appeal Brief* .' It is not entirely clear from the Player's written submissions whether he wished to bring the authenticity of the August Cash Receipt into question. Indeed, as noted above, the Player accepted that he had signed it and affixed his fingerprint to it.

c. ***The alleged breach of Contract by the Club***

131. The Player's central submission was that, on 1 January 2024, he was owed two month's salary by the Club. This was a significant portion of his remuneration. The Club's non-payment entitled him to notify the Club that it was in breach of the Contract and then, when no payment was forthcoming within the 15-day deadline imposed, he was entitled to terminate the Contract for just cause, in accordance with Article 14 bis of the RSTP.

132. The Player accepted (consistent with the ultimate position adopted before the FIFA DRC) that he had been paid the August Instalment, the October Instalment and the November Instalment. However, he submitted that he had not been paid the September Instalment, nor the December Instalment. That was of course different to the position detailed in the Default Notice and the Termination Letter (which referred to non-payment of the November Instalment and December Instalment) and maintained at least part way through the first instance proceedings. The Player did not accept that this was a change in position. His submission was that he had '*acted to best of his knowledge given the situation he was put in. … [He] believed that the payments in October and November 2023 are due payment for September and October that he previously did not receive.*' In an effort to explain the claimed confusion, the Player stated that he '*was not provided with any documentation regarding the confirmation of receipt of the salaries, therefore he was not*

able to provide that to counsel nor to have exact recollection of contents of it. Therefore, without any information provided to him from the club the Player regarding the manner of registration of the payment, the Player did not have any manned to establish how the Club registered those payment and believed that the salaries are paid according to their maturity.'

133. Instead, he sought to place the responsibility on the Club. He first noted that CAS and FIFA jurisprudence '*establishes that clubs performing cash payments should be very diligent while doing so, meaning that they should do all they can to ensure that record of such payment is made in clear and precise amount.*' The Player accepted that the Club adduced an internal document titled '*Financial Statement*' and dated 9 February 2024 providing a list of cash payments, including to the Player, but states that it is '*a unilateral document made purposes for use in the first instance proceedings.*' He noted that '[n]*o further documents such as balances, accounting documents, payment schedules of the team, manner of obtaining the cash, nor payment towards the government authorities were provided.*' In respect of the various cash receipts that have been adduced by the Club as evidence of payment, aside from the specific complaint of forgery in respect of the September Cash Receipt, the Player again refers to these as '*unilateral documents*' and complains that, in each case, it is '*without the signature of the person who created it.*'

The September Instalment

134. As to whether or not the Club paid the September Instalment to the Player, the Player's position is that the burden of proof lies with the Club to demonstrate that the payment was made. '*The Club has failed to do so and, in the process, provided forged documents.*'.

135. In support of this allegation, he adduced the expert report of Zlatko Dugandzic that had been supplied to the FIFA DRC in the first instance proceedings. Mr Dugandzic also gave oral evidence before the Sole Arbitrator, during which he confirmed that he stuck to the findings of his written evidence.

136. Mr Dugandzic was described as a '*criminal graphology expert, with expertise in analysis of money, documents and signatures.*' The exercise he conducted in his report was to compare the signature on the September Cash Receipt with the nine signatures that the Player accepted were his on the copy of the Contract he had in his possession. When conducting this comparison, both the September Cash Receipt and the Contract were in the form of soft copy scans. In this regard, Mr Dugandzic's report noted the following:

- '*Given that the entire disputed and undisputed material is presented in the form of photocopies, please note that, as a rule, the expert examination of the handwriting in the signature is carried out on the original documentation and, above all, on the original material, while the expert examination on photocopies is more or less problematic and is often possible perform only a preliminary expert examination, except where there are certain graphic-graphological advantages. Namely in relation to the problem of photocopy in tracelogical-graphical-graphological exp3rtise, it can be stared that there are at least two previous questions, i.e., the following: 1. Whether the photocopy represents an actual copy of the original, i.e., whether the photocopy is faithful to the original ... or possibly it is about the*

photomontage of the segment being examined (signature, text, seal impression, etc.), and 2. Does the photocopy enable research and determination of relevant graphic-graphological traces and characteristics on the basis of which it is possible to draw reliable conclusions. On the condition that the first question can be resolved positively, then certain circumstances are considered in connection with the second question, i.e. the possible existence of graphological advantages is determined, and these advantages relate first of all, to the expert examination of manuscripts in extensive manuscript content, or manuscripts in signature which are graphically extremely complex and as such contain very valuable graphic-graphological features that enable reliable conclusions, and expertise in the case when there is a so-called general eliminating factor, i.e, a marked difference in the rank of quality of disputed versus undisputed handwriting, as well as an evident relevant difference in the design of letters and graphic morphology, which can be determined with certainty on a photocopy, so in such cases a scripted can be eliminated with certainty. Contrary to what has been stated, distinguishing an authentic signature from a signature forged by a skilled impersonator, as a rule, cannot be determined on a photocopy, but solely on the basis of the original. In this case, the first previous question can be resolved by comparing the photocopies with original copies that probably exist with the party that paid the money and, in connection with the second previous question, certain graphic-graphological advantages have been gained here, which enable a certain conclusion about the scripter of the disputed signature.'

137. In summary then, Mr Dugandzic appeared to acknowledge that, in most cases, any analysis of comparing signatures that does not incorporate the original hard copies can only ever be preliminary. However, there are instances where there is a clear difference between the undisputed and disputed signatures where a photocopy will be sufficient. This is recorded in his report as follows:

'*[i]t can be stated that such general and specific differences are evident in the disputed signature on the mentioned money receipt in the amount of 3000 US dollars, which are not found in any of the nine (9) presented undisputed signatures of Moses Turay, and the differences are also visible on the photocopies, so the conclusion can be given with certainty based on the photocopy, that is, that the named scripter can be reliably eliminated.*'

138. However, his report continued to acknowledge that while clear differences may allow for conclusions to be drawn from photocopies, such conclusions can only ever be preliminary. This is evidenced by the final passage of his report:

'*On the basis of the performed preliminary criminalistic-traceological-graphological expert examination of disputed and undisputed material and their mutual comparison, digital and computed-made attachments and obtained results, the forensic expert gives the following expert opinion. Moses Turay from Sierra Leone, as the recipient of the money, did not personally sign the disputed cash receipt in the amount of 3000 USD, which was issued by Pharco Football Club on 29 September 2023, allegedly paid to the player (footballer) Moses Turay.*'

139. Mr Dugandzic concurred with this in oral evidence. Under cross-examination, he accepted that '*due to principles of certification and authentication the precondition [to provide a 'final' rather than preliminary conclusion] is presentation of the original documents.*'

140. When asked why he had not sought hard copy originals of the relevant documents, he simply said that he was working with what he was given and, had counsel for the Player been in possession of the originals, he was sure they would have been provided. No request was made of counsel by Mr Dugandzic. And when pressed by counsel for the Club as to the degree of certainty he attributed to his findings, his response was: '*with the material at my disposal*' it was his finding that the signatures were not the same.

141. Aside from the evidence of Mr Dugandzic, the Player referred to the fact that, unlike the August Cash Receipt, October Cash Receipt and November Cash Receipt, the September Cash Receipt did not bear the Player's fingerprint.

142. In submissions, the Player advanced a number of attacks to the expert evidence of Ms Gonzalez Stamm. These included challenges to the techniques used in her analysis but focused most heavily on the appropriateness of the comparators. The Player's position was that everything other than what he considered to be the '*undisputed signatures'* (which appeared to be limited to a passport and power of attorney executed before a notary) was '*ungenuine'* and should be dismissed as a basis of comparison. Despite characterising many of the signatures in this way, as noted below, no substantive, evidenced case was seriously advanced by the Player to challenge the authenticity or genuineness of the other signatures. No expert evidence was adduced to seek to the effect that these other signatures were not the Player's.

143. Finally, the Player rejected the suggestion by the Club that one should assess the significance of an outstanding debt in the contact of the wider contractual structure. The Player submitted that the FIFA RSTP and FIFA RSTP Commentary are clear that, where remuneration is payable monthly, failure to pay two months' salary will constitute just cause to terminate the contract.

The Default Notice and Termination Notice

144. The Player rejected the submission by the Club that the Default Notice and Termination Notice were invalidly submitted because they were not actually received by the Club. The Player highlighted that the Club's position on this point had evolved: at first, during the FIFA DRC proceedings, the Club had stated that the email address to which the letters were sent did '*not belong to the club at all*'; before the CAS, the Club's position was that the email address '*was not operative.*'

145. The Player placed the blame on the lack of clarity as to the appropriate email address squarely on the Club. He noted that the space on the Contract into which email contact details were to be listed had been left blank (at least in the version that had been provided to him), explained the steps by which the Player's counsel had tried to ascertain the correct email address, indicated that no 'bounce-back' message had been received to indicate to the Player that the delivery of the letters had been unsuccessful and it had been

natural to assume that the suffix of the email address would be the same as the domain name of the Club's website ('*pharcofootballclub.com*'). For all of these reasons, it was said, the notice of default and then termination of the Contract by the Player were validly served, notwithstanding the fact that they were not received by the Club.

d. ***The alleged breach of Contract by the Player***

The Player's departure from Egypt

146. The Player's account in evidence as to why he left Egypt and who he told is set out in paragraphs 126 to 128, above. As noted therein, the Player adopted a different approach in submissions. Variously, it was argued that the Player's absence was not, in fact, unauthorised (or at least there is no evidence that it was unauthorised), that no efforts were made to contact the Player to encourage him to return (and, instead, it was alleged that the Club went so far as to sign a replacement player) and that there was a responsibility on the Club to proactively bring him back. The Player also argued that, even if the absence was unauthorised, that did not provide the Club with an actionable breach of the Contract by the Player because: (a) the Internal Regulations (which impose the prohibition on leaving Egypt without authorisation) were not in force for the relevant season, given that they are headed as relating to Season 2021/22; and (b) those Internal Regulations provide that the remedy for the Club in the case of an unauthorised absence is not termination, but a reduction in salary.

The Player's purported termination

147. The Player maintained throughout that he had just cause to terminate the Contract, and rejected the element of the Club's counterclaim to the contrary.

e. ***Consequences***

The Club's counterclaim

148. The Club claimed that, if the Sole Arbitrator finds that the Player breached the Contract, it should be entitled to compensation. The Player rejects this, citing CAS jurisprudence to the effect that a CAS Panel (or Sole Arbitrator) '*cannot go beyond the scope of the previous litigation and is limited to the issues arising from the challenged decision.*'. Further, he quotes the Award in CAS 2016/A/4379 that '*[t]he Sole Arbitrator is not in a position to decide on a claim that has not been previously reviews within FIFA and for which the internal remedies are not exhausted.*'

149. The Player advanced a variety of further arguments to the effect that, if it is he that is found to be in breach, the Club should not be awarded any compensation. These included the submission that the Club, by its actions, contributed to the Player's termination, the fact that the Club's conduct evidenced a '*destruction of trust*' and that no damage has been sustained by the Club. In support of this final submission, the Player notes that no transfer fee was paid for the Player and the Club did not attribute any meaningful value to the Player's services during his five months there.

*f. **Conclusions***

150. In oral closing submissions, the Player's position was simple: the Club owed the Player two months' salary in January 2024, which entitled the Player to terminate the Contract under both Article 14 and Article 14bis of the FIFA RSTP.

151. The Player underlined that the burden of proof lay with the Club to demonstrate that it had complied with the terms of the Contract. In respect of the September Instalment, the burden lay with the Club to prove the authenticity of the September Cash Receipt and adduce additional banking and internal finance documents to establish that the monies had been paid. The Club had failed to discharge this burden.

152. As to the experts, the Player dismissed the complaints regarding the lack of analysis of the original September Cash Receipt by explaining that if the differences between the two signatures are readily apparent from soft copies, there is no need to analysis the originals. The Player's counsel maintained his complaint to the exercise carried out by Ms Gonzalez Stamm and her use of comparator signatures that were of '*disputed authenticity.*' Pressed by the Sole Arbitrator as to what was meant by this and, in particular, whether the Player was advancing a positive case that all but 17 of the 26 signatures analysed by Mr Gonzalez Stamm were forgeries, counsel for the Player demurred – it was clear that he was not comfortable in going that far. Instead, his position was that they were disputed because '*the Player is not sure he signed [them]*'.

V. JURISDICTION

153. Article R47 of the Code provides as follows:

> '*An appeal against the decision of a federation, association or sports-related body may be filed with the 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*.'

154. Article 57(1) of the FIFA Statues provides as follows:

> '*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.*'

155. Article R57 of the CAS Code provides as follows:

> '*The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance. […]*'

156. Finally, Article 186(2) of the Swiss Private International Law Act, which constitutes the *lex arbitri* of the present proceedings, provides that '*[a]ny objection to [the tribunal's]*

jurisdiction must be raised prior to any defense on the merits'. No objection was raised by either party at any point to the Sole Arbitrator's jurisdiction. The jurisdiction of the CAS was further confirmed by the signature of the Order of Procedure by both Parties. Accordingly, the Sole Arbitrator rules that CAS has jurisdiction in the present matter.

VI. ADMISSIBILITY

157. Article R49 of the Code provides as follows:

'*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties.*.'

158. Paragraph 154, above, recites the applicable provision of the FIFA Statutes, giving a party 21 days to appeal a decision of the FIFA DRC to the CAS. The FIFA DRC Decision was notified to the Parties on 15 July 2024 and the Club submitted its Statement of Appeal on 5 August 2024. The appeal was therefore within the applicable time limit and was admissible. Furthermore, the appeal complied with all other requirements of Article R48 of the CAS Code. No objection to the admissibility of the appeal was raised by the Player.

VII. APPLICABLE LAW

159. Article R58 of the Code provides as follows:

'*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, 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.*'

160. The Contract contains no governing law provision.

161. However, Article 56(2) of the FIFA Statues provides as follows:

'*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.*'

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

163. In consideration of the above and in accordance with Article R58 of the CAS Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA RSTP, with Swiss law applying subsidiarily.

VIII. MERITS

164. It is firmly established that a CAS appeal affords the Sole Arbitrator the power to consider the facts and the law *de novo* (Article 57 of the CAS Code).

165. This case exemplifies the desirability of such a power. It is an appeal against a decision imposing significant financial consequences on the Club whilst denying it opportunity to respond to a vital change of position in the Player's case (in respect of the payment alleged not to have been made) and, of particular concern, an allegation of criminal conduct: that the principal piece of exculpatory evidence had been forged.

166. Perhaps constrained by process, the FIFA DRC felt able to accept the Player's change of position and the allegation of forgery without hearing from the Club in respect of either. It is in the interests of fairness to both Parties that the CAS procedure has facilitated a full opportunity for all elements of the appeal and compensation claim to be considered by the Sole Arbitrator.

167. While there are many facets to the case before the Sole Arbitrator, they essentially boil down to three key questions: (a) was the Player entitled to terminate the Contract on 15 January 2024; (b) if not, has the Player acted in breach of Contract himself; and (c) finally, in either case, what are the consequences? The subsequent analysis of the merits is structured in line with these questions.

A. Was the Player entitled to terminate the Contract on 15 January 2024?

168. Article 14(1) of the FIFA RSTP provides as follows:

> '*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.*'

169. Article 14bis(1) and (2) of the FIFA RSTP provides a specific example of what will constitute just cause in the context of non-payment of salary and imposes a range of pre-conditions before it may be engaged:

> '*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.*'

170. The Player cited both provisions in the Default Notice. His claim before the FIFA DRC apparently focused only on Article 14. And the FIFA DRC apparently found that the Player was entitled to terminate the Contract because of his rights pursuant (solely) to Article 14 of the RSTP. By the time it came to the appeal hearing, the Sole Arbitrator's understanding is that the Player relied on both provisions, effectively in the alternative.

171. The concept of '*just cause*' imports a number of meanings and possibilities and has been the subject of voluminous analysis by CAS Panels. However, in the present case, the Player's claim is focused on just one possibility: that by 15 January 2024, two monthly instalments of his Contract were outstanding, triggering the specific rights conferred on him by Article 14 and 14bis.

172. The primary dispute between the Parties on this issue is one of fact: did the Club pay the Player the September Instalment? However, there are two threshold legal issues that fall to be determined first: (a) whether the September Instalment and December Instalment represent '*two monthly salaries*' for the purposes of Article 14bis; and (b) in any event, whether the Player complied with the requirement of Article 14bis(1) to provide notice of default. Taking each of these in turn:

173. The Club's position is that the concept of '*monthly salary*' must be calculated in the wider contractual context, which means – in the present case – accounting for the large initial payment due to the Player from the Club in August each year. Doing so either results in a '*monthly salary'* of USD 5,000 (if one focuses only on the first year of the Contract) or USD 6,458.33 (if one focuses on the entire term of the Contract). In either case, a default of USD 6,000 (as is alleged) would not constitute '*two monthly salaries.*' In support of this *pro rating* method, it refers to the wording of Article 14(bis)(2), which is applicable if the salary is not payable in monthly instalments. In contrast, the Player says that one must ignore the initial large payment due in August each year under the terms of the Contract and focus on the remaining eleven payments payable at the end of each month. If two of those monthly payments are not paid, that gives the Player just cause.

174. The Sole Arbitrator finds the Player's argument on this issue to be the correct one. The pro rating exercises envisaged by Article 14bis(2) is only applicable where salary '*is not due on a monthly basis.*' While the Club did not pay the Player's gross annual remuneration in **equal** monthly instalments, it is indisputable that one instalment was payable on the 30th day of each month. It was therefore payable on a monthly basis and Article 14bis(2) therefore does not apply. The drafters of Article 14bis, if they had wished to, could have determined that the pro rating exercise should apply to all contracts, such that a player has the right to terminate if two twelfths of their annual salary (being the pro-rated equivalent of two month's remuneration) remains outstanding. They did not do that. Instead, the wording of the provision is clearly targeted at the timing and frequency

of the payments, not their size proportionate to the overall contractual remuneration payable.

175. As to the second issue, the Club's position is that Article 14bis explicitly requires a default notice to be served, with 15 days afforded to the Club to allow it to comply in full with its financial obligations. It highlights the fact that the '*default notice is intended to ensure that the defaulting party is given a chance to comply with its obligations and, if it accepts the claim is legitimate, to rectify the situation.*' The Player's position was that it complied with this obligation in full, sending the Default Notice on 1 January 2024 and the Termination Notice on 15 January 2024. Beyond that, the Player's case does not fully engage with the submissions made by the Club.

176. The FIFA Commentary on the FIFA RSTP explains that the obligation on a contracting party to notify the other of its default '*aims to provide clarity and legal certainty.*'

177. Here, the Default Notice failed to correctly specify the purported breach. That failure was not a technicality. It went to the very substance of the alleged breach of Contract. It is hard to think of a more fundamental detail in an employment dispute of this nature than **which** payment has not been made.

178. The very purpose of a default notice is to inform the party allegedly in breach of the details of that breach to allow them an opportunity to remedy it before the contract is terminated. As noted above, that provides clarity and legal certainty and promotes contract stability. The Default Notice stated in terms:

'*... your club has failed to pay to the Player salary* ***for the months of November and December*** *... we kindly give your club 15 (fifteen) days deadline from receipt of this email* ***to pay the aforementioned amounts*** *to the player Mr Moses Turay and invite you to fulfil your contractual obligation*' [emphasis added].

179. The '*contractual obligation*' referred to in this scenario was (in part) the payment of the November Instalment. What was the Club to do in these circumstances? As is now agreed by the Player, the Club had paid the November Instalment. This is something that the Player was (or certainly ought to have been) aware of at the time. There was no amendment to the Default Notice and the terms quoted above were avowedly the basis on which the Player ultimately terminated the Contract via the Termination Notice, and then pursued the Club for compensation. Indeed, despite knowing that he had been paid in November, the Player persisted with his claim in the same terms before the FIFA DRC. It appears that it was only when he was confronted with documentary evidence of payment of the November Instalment (in the form of the signed and fingerprinted November Cash Receipt) that his position changed.

180. It is essential, in order to vindicate the aims of clarity, legal certainty and contractual stability, that the default notice required by Article 14bis specifies with precision – and, more importantly, accuracy – the allegations of breach that are relied on. Anything less than this is unfair on the party alleged to have been in breach and denies them the opportunity to remedy the breach. In the present case, the central allegation that formed the basis of the Default Notice was simply wrong. The Sole Arbitrator therefore finds that

the Player did not comply with the notice provisions of Article 14bis(1), denying him the opportunity to rely on that provision to terminate the Contract.

181. A further argument was raised by the Club to the effect that the notice provision of Article 14bis was not complied with. They noted that, whatever the Default Notice said, it was never received by the Club as it was sent to the wrong email address. In light of the Sole Arbitrator's finding that the content of the Default Notice failed to comply with Article 14(bis)(1) it is not necessary to assess whether or not there was a further failure in its method of submission.

182. The FIFA Commentary on the RSTP makes clear that, where the pre-conditions of Article 14bis are not met, that is not the end of the matter, and the decision-maker may still conclude that a contract was terminated with just cause:

'*Where both preconditions were met, the DRC has consistently concluded that the player in question had just cause to prematurely terminate their contract based on article 14bis. Where the preconditions are not met, article 14bis does not apply; in such circumstances the DRC may nonetheless find that the termination was made with just cause within the scope of article 14, or consider that there was no just cause for the termination of the contract.*'

183. Therefore, the Sole Arbitrator must proceed to assess whether, as the Player submits, two monthly payments were outstanding at the point of termination on 15 January 2024. Given the lack of dispute over the December Instalment, this question depends entirely on whether or not the Club made the September Instalment to the Player.

Did the Club pay the September Instalment to the Player?

184. There is a dispute between the Parties as to the applicable burden of proof on this issue. The Player's position is that it is the Club's responsibility to establish that the September Instalment was paid; the Club's position is that, in light of the documentary evidence it has adduced (in the form of the September Cash Receipt and the Payment Schedule), it is for the Player to prove the allegation of forgery.

185. The starting point in this debate is the Swiss Civil Code which provide, at Article 8, that '*[u]nless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact.*' This is reflected in and reinforced by Article 13(5) of the FIFA Procedural Rules Governing the Football Tribunal, which provide that '*[a] party that asserts a fact has the burden of proving it.*'

186. The applicable burden of proof and the relevant standard in determining disputes of this nature have been considered many times by CAS Panels in the context of allegations of forgery. From those decisions, several guiding principles can be discerned.

187. As to the burden of proof and the responsibilities of the party alleging a forgery*:*'*[i]t is up to the party invoking a forgery of a signature to initiate proceedings before competent penal authorities or to request expert opinion*' CAS 2017/A/5092. '*It is for the party alleging that the signature is a forgery to request an expert opinion to verify authenticity*

or initiate proceedings before competent penal authorities. In the absence of evidence, the authenticity of the signature must be presumed.' CAS 2021/A/8292. Also CAS 2017/A/5266. And in CAS 2015/A/3904: '*[t]he Sole Arbitrator finds it obvious that the primary burden to prove its claims and allegations rests with the Club. However, in the present case the Sole Arbitrator finds that the Club bears an elevated burden in view of the serious allegations that the Player committed fraud and forgery. The Sole Arbitrator finds it apparent that the Club expressed these serious allegations by simply stating that the documents provided by the Player are forged, without submitting any corroborating evidence in the form of witnesses, experts or otherwise in this respect.*'

188. As to the standard of proof: '*[t]he standard of comfortable satisfaction is not a flexible standard that changes depending on the seriousness of the (purely disciplinary) charges. Rather the more serious the charge, the more cogent the evidence must be in support. Forgery and falsification are serious allegations with potential criminal law repercussions. Therefore, particularly cogent evidence is required for the violation to be established.*' CAS 2021/A/8344 And '*[a]s demonstrated above, in cases of such serious allegations, the Sole Arbitrator finds that there is consistent CAS jurisprudence that an adjudicatory body should have a high degree of confidence in the quality of evidence. By accusing the Respondent(s) of having provided the Sole Arbitrator with forged documents, it goes without saying that serious allegations were made by the Appellant. Having considered the situation at hand, the Sole Arbitrator agrees that this (the serious allegations) should not lead to any higher standard of proof being applied overall, but that he should have a high degree of confidence in the quality of the evidence in order to accept these allegations as true. As such, the Sole Arbitrator finds that he must have a high degree of confidence in the evidence submitted by the Appellant in order to determine, to his comfortable satisfaction, that the Togolese documents produced by the Respondents are forgeries and that the player was in fact born in Nigeria.*' CAS 2019/A/6179.

189. Applying these principles to the present case, the Sole Arbitrator concludes that, faced with documentary evidence demonstrating that he received the September Instalment, the burden of proof lies with the Player to demonstrate that that evidence is inauthentic. Further, while the nature of the factual dispute does not change the standard of proof *per se*, the Sole Arbitrator is permitted to take account of the seriousness of the allegation and the inherent improbabilities associated with the commission of what would amount to a criminal offence when assessing whether that standard is met. That assessment, particularly in the face of supporting documents and detailed and reasoned expert evidence to the contrary, will therefore inevitably require particularly cogent and compelling evidence in order for the burden to be discharged and the standard to be met.

190. Next, turning to the correct approach to expert evidence in case of forgery, again, there have been a range of CAS awards that provide guidance for the Sole Arbitrator:

'*[t]he Panel's lack of expertise in handwriting requires the Panel to limit its examination of the expert report to a review of whether the expert had considered the correct issues and exercised his/her expertise in a manner which did not appear to be arbitrary or illogical. Basically, the Panel must determine whether the expert's opinion is soundly based on the primary facts and whether the expert's process led to a sound conclusion*

derived from those facts. Thus, the Panel will take into consideration, inter alia, the expert's standing, experience, and cogency of his evidence in analysing his report.' CAS 2012/A/2957.

191. And in CAS 2015/A/4177, the Sole Arbitrator concluded that they: '*must determine whether the expert's opinion is soundly based on the primary facts and whether the expert's process led to a sound conclusion derived from those facts*.' Finally, in CAS 2010/A/2193, the Panel concluded as follows: '*As regards the evidence that the signature of a document is genuine, a one hundred percent proof is not always possible. In this respect, even if the expert mentions that the hypothesis of a forgery is not fully excluded, the conclusion of the expert report according to which it is more likely that the questioned signature is genuine should be followed.*'

192. The Sole Arbitrator has no expertise in assessing the authenticity of signatures. He must therefore rely on the conclusions of experts, provided that the '*expert's process led to a sound conclusion derived from the facts.*' When competing experts offer competing views as to the correct conclusion, the Sole Arbitrator is required to take a range of factors into account in assessing which of the two conclusions are persuasive. They include (but are not limited to) '*the expert's standing, experience, and cogency of his evidence in analysing his report*'. The Sole Arbitrator also considers that the detail and scope of the analysis conducted by each expert may be relevant factors, as well as the nature of the conclusions reached and the certainty with which they are presented.

193. As to the expert evidence in the present case, unlike the FIFA DRC, the Sole Arbitrator had the benefit of detailed expert evidence from both Parties, the opportunity to hear cross-examination of each expert and the chance to question the experts himself. Both experts provided considered evidence and went into great detail as to the methods that they had employed to reach their conclusions.

194. Notwithstanding this, there were two fundamental differences in their approach that lead the Sole Arbitrator to determine that the conclusions reached by the Club's expert, Ms Gonzalez Stamm, were more reliable and should therefore be preferred.

195. The first is that Ms Gonzalez Stamm had the benefit of analysing hard copy, wet ink originals of the key documents, including the September Cash Receipt, whereas Mr Dugandzic, for the Player, did not. Ms Gonzalez Stamm's evidence was that this is a pre-requisite for reliable conclusions to be drawn. This was a proposition with which Mr Dugandzic ultimately agreed. He initially protested, pointing out that there are occasions in which the two compared signatures are so obviously different that a review of the original is not necessary. That, with respect, is self-evident, but in the view of the Sole Arbitrator is not the case in the present context. The FIFA DRC concluded that the two signatures were '*slightly different*'. That is true. But what is also true is that an analysis of all of the Player's signatures within the hearing bundle shows that all of them are '*slightly different*', as signatures, by their very nature, are want to be. That is not enough to demonstrate forgery, particularly when faced with a careful and detailed analysis from an expert (Ms Gonzalez Stamm) attesting to their authenticity.

196. Even despite Mr Dugandzic's protestations that a review of the originals in this case was not necessary, he ultimately felt unable in his written report to offer anything more than a '*preliminary*' view. Indeed, he conceded in oral evidence that his professional obligations precluded him from offering a final conclusive view without having seen the original signatures.

197. The second factor that distinguishes the two approaches is the scope of the exercise conducted. Mr Dugandzic's analysis considered (a scanned copy of) the September Cash Receipt against nine other comparator signatures. In contrast, Mr Gonzalez Stamm's analysis compared the September Cash Receipt against 26 comparators. She gave evidence that her extensive analysis allowed her to consider the '*writing universe of the person*'. The Sole Arbitrator finds that the breadth and depth of her analysis inevitably lends the conclusions reached greater credibility.

198. It was of course open to the Player to provide additional samples of his signature to Mr Dugandzic. As the owner of the signature in issue, he could have provided limitless comparators. He chose not to. During the hearing Mr Dugandzic accepted that he had not asked for additional material and had worked with what he had.

199. Finally, at the hearing and in written submissions, counsel for the Player complained that many of the comparator signatures analysed by Ms Gonzalez Stamm were disputed. However, no evidence whatsoever was adduced to support an argument that the signatures were not genuine. For example, the Player had at his disposal an expert graphologist – Mr Dugandzic – but did not even ask him to opine on the authenticity of the (latterly disputed) signatures.

200. It amounted to an attempt – by submission, without supporting evidence – to widen the Player's claim from one in which the Club had forged a single signature, to one in which the Club had forged 17 signatures. The attempt by the Player to reverse the burden of proof in this way was inappropriate. Absent any evidence of inauthenticity, the Sole Arbitrator must proceed on the basis that the relevant comparator signatures were the Player's.

201. The Sole Arbitrator further considers that there are a number of factual issues that provide further important context and additional support for the conclusion that the Player has not discharged his burden to establish that the signature in issue was a forgery.

202. There is a fundamental inconsistency in the Player's position as to what happened after it is alleged the September Instalment was paid by the Club. The Player's evidence before the Sole Arbitrator was that he immediately and repeatedly complained to the Club about the lack of payment of the September Instalment. If that was true, it is extremely hard to understand why: (a) the position taken in the Default Notice and Termination Notice was that it was the November Instalment he was missing, not the September Instalment; and (b) no mention was made in any of the Player's submissions, either before the FIFA DRC or the CAS (until the hearing) that he knew he hadn't been paid and chased for payment.

203. Indeed, as recently as in the Player's Answer, there was no reference whatsoever to the Player's attempts to press for what he was allegedly owed. Added to this, there is not a

single piece of documentary evidence to corroborate his oral evidence before the Sole Arbitrator. And, notwithstanding the fact that the Player alleges what amounts to a criminal offence by the Club, he has not reported that alleged offence to any law enforcement or other authority. All of these factors weigh against him.

204. The Club paid its foreign players in cash. It explained the reason for this in evidence but the Player, correctly in the view of the Sole Arbitrator, stated that where payment is made in cash, there is a heightened responsibility on the payor club to ensure that payment (and receipt of payment) is properly documented. The Sole Arbitrator agrees with this as a point of principle, however, in the present case finds that the Club has met that responsibility through its provision of the September Cash Receipt and the Payment Schedule.

205. Having considered all relevant facts and the work of the two competing experts, the Sole Arbitrator considers that Player has been unable to demonstrate that the signature attributed to him on the September Cash Receipt was forged. As a consequence of this conclusion, the Sole Arbitrator concludes that the September Instalment was paid to the Player by the Club and therefore finds that the Player did not have just cause to terminate the Contract on 15 January 2025. The Club is therefore not liable to pay the Player compensation. The FIFA DRC Decision was therefore, in each of those respects, wrong. This element of the Club's appeal is accordingly upheld.

B. Did the Player act in breach of Contract?

206. That of course is not the end of the matter. The Club has not only brought an appeal against the FIFA DRC Decision, it has mounted a compensation claim, alleging that the Club itself had rights to terminate the Contract and it is therefore entitled to compensation from the Player.

207. The Player has raised a procedural objection to the Sole Arbitrator considering this element of the proceedings, citing CAS jurisprudence to the effect that '*in reviewing a case in full, a Panel cannot go beyond the scope of the previous litigation and is limited to the issues arising from the challenged decision.*' (CAS 2007/A/1396 and CAS 2012/A/2875) and '*[t]he Sole Arbitrator is not in a position to decide on a claim that has not been previously reviewed within FIFA and for which the internal remedies are not exhausted*'. However, these cases are not appropriate. This is not an instance where an entirely new claim is brought on appeal, including new allegations and substantially new facts. The Club issued a compensation claim in broadly similar terms before the FIFA DRC, meaning that the legal and factual questions to be determined as part of the present compensation claim were squarely in issue before the FIFA DRC. The Player's procedural objection must therefore be dismissed.

208. The Club cites two ways in which it considers the Player breached the Contract, each entitling it (it says) to compensation: first, the Player's '*unauthorised absence*' from Egypt; second, his premature termination of the Contract without just cause. Dealing with each in turn:

The Player's 'unauthorised absence'

209. The Club alleges that, when the Player left Egypt on 13 December 2023, that absence was '*unauthorised*' and, as a result, the Player acted in breach of Contract.

210. While there was the question of the disputed WhatsApp exchange between the Player and Mr Hassam in which it appeared that the Player claimed to obtain the permission of a member of Club staff, by the time of the oral hearing, the Player seemingly accepted that he did not have the Club's authority to leave the country. His oral evidence was that he was forced to do so after the incident at his apartment where he was threatened by an agent and faced demands to hand over money and his passport. His evidence was that he told the Club about this but then '*he was afraid and the Club did nothing. The Club knew I travelled but did not contact me.*'

211. There was, according to the Player, no further contact between him and the Club until his counsel sought to send the Default Notice to it several weeks later in early January. The Club disagreed: Mr Hassam gave evidence that there were multiple attempts to contact him by multiple Club employees.

212. Whether or not there was contact between the Parties following 13 December 2023 (or attempted contact) is not necessarily relevant to (and certainly not determinative of) the question of whether the Player's departure was authorised. Considering all of the evidence before the Sole Arbitrator, it plainly was not. However, that does not mean that the unauthorised absence was in and of itself a breach of the terms of the Contract entitling the Club to terminate and/or obtain compensation. In the present case, while there were a number of provisions of the Contract that were implicated by the Player's departure (including the clause 3.2 obligation on the Player to '*respect the rules and regulation of the club ... and compl[y] ... with reasonable instructions of management*', the clause 3.10 obligation regarding his '*presence in the place and time determined by the club*' and the prohibition at Article 1(c) of the Internal Regulations, stating that '*the foreign player has no right to travel outside Egypt unless upon the technical director and football manager's written consent and upon the approval of the General Supervisor.')*. There was also a clear contractual remedy incorporated into the Contract that stopped short of affording the Club a right of termination. That can be found in the Internal Regulations, which provide the Club with the right to deduct the Player's wages by 30% in the event of an unauthorised departure. This provision is not stated to be without prejudice to the Club's other rights and remedies (whether at the general law or pursuant to the FIFA RSTP). On the contrary, it is the specific and bespoke right and remedy explicitly agreed by the Parties to govern what happened if the Player left the country. In light of this, the Sole Arbitrator declines to find that the Club has or had a right to terminate the Contract as a result of the Player's absence.

213. That leaves the Player's premature termination of the Contract without just cause. The Contract contains no liquidated damages clause (or similar). Instead, it states, at clause 5(3) that if '*the Player or Club unilaterally terminates the contract without just cause the party in breach will be liable to pay compensation, in accordance with the FIFA RSTP and the jurisprudence of the FIFA DRC.*'

214. The relevant provision of the FIFA RSTP is Article 17, which specifically addresses this situation in a provision headed '*Consequences of termination without just cause'*:

'*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.*

…

In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision.'

215. The Club submits that it is entitled to compensation pursuant to Article 17 of the FIFA RSTP. It points to the line of CAS cases endorsing the doctrine of '*positive interest*', under which the wronged party is entitled to a level of damages that would put it in the position it would have been but for the breach. As to quantum, it submits that '*the residual value of the Contract is a reliable basis on which to establish the economic value the player's services represented to the club, which Pharco has loss [sic] (and which thus constitutes damage) in light of the Player's breach of contract.*' That is it. There is no attempt – by way of further submission or fact evidence – to prove that any damage had been sustained by the Club that fell to be compensated. Nor, for example, is there any explanation as to what (if any) steps it took to mitigate that damage.

216. Article 17 is another provision of the RSTP that has been the subject of detailed and repeated scrutiny and interpretation by the FIFA DRC and CAS. While, on its face, it provides for what amounts to an automatic entitlement to compensation in some form and some amount, together with a non-exhaustive list of criteria open to decision makers to consider, neither the existence of the provision nor the apparent automatic nature of the entitlement obviates or replaces the requirement for the wronged party to prove the damage that requires compensation (nor to provide evidence to show what steps it took to mitigate). The provision opens the door but that party still needs to adduce cogent evidence to show that it has actually sustained some damage.

217. To that extent, the Sole Arbitrator agrees with and endorses the judgment of the Panel in CAS 2020/A/7262 as follows:

'*… The Sole Arbitrator further determines that in order for a club to obtain compensation for damages suffered due to termination of a contract by a player, it is insufficient to simply quote the values of the existing and/or new contract and to invoke applicable FIFA*

Regulations. Art. 17 par. 1 of the FIFA RSTP provides for certain criteria for calculation of due compensation. However, this fact does not exempt the parties from the obligation to prove the damages effectively incurred.

It results from the well-established CAS jurisprudence that determination of due compensation shall follow the principle of "positive interest", according to which compensation shall be aimed at reinstating the injured party to the position in which it would have been, had the contract been fulfilled until its end. One of the consequences of application of the abovementioned principle is that the party claiming compensation shall submit evidence demonstrating the situation in which it would have been, had the contractual relationship continued, as well as the damages objectively suffered.

…

It stems from the consistent CAS case-law that "other objective criteria" referred to in Art. 17 par. 1 of FIFA RSTP might – among others – pertain to losses from a future transfer of the player, his replacement costs as well as losses resulting from agreements with third parties, such as sponsorship agreements. However, the Respondent did not submit any evidence demonstrating that it has objectively incurred any losses due to termination by the Player of the Second Contract.'

218. Quoting the residual value of the existing Contract and referring to Article 17 of the FIFA RSTP is precisely the approach adopted by the Club in this case. The Sole Arbitrator agrees that it is insufficient. He therefore declines to award the Club compensation for the Player's unilateral termination of the Contract without just cause.

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Pharco SC on 5 August 2024 against the decision issued on 13 June 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is partially upheld.

2. The decision issued on 13 June 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is annulled.

3. The compensation claim filed by Pharco SC that Moses Turay '*be condemned to pay Pharco SC the amount of two hundred eighty-nine thousand United Staes Dollars ($289,000) as compensation for breach of contact … plus five percent (5%) annual interest*' is rejected.

4. (…).

5. (…).

6. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 19 September 2025

THE COURT OF ARBITRATION FOR SPORT

Jamie Herbert
Sole Arbitrator