



TAS / CAS

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

CAS 2025/A/11154 Al Safa Football Club v. Bourhen Hkimi

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Jonathan Hall, Solicitor, Dubai, United Arab Emirates

between

Al Safa Football Club, Safwa City, Saudi Arabia

Represented by Mr Islam Hisham and Mrs Shimaa Al Daly, Attorneys at Law, Sports & Justice Law Firm,
Cairo, Egypt

- Appellant -

v.

Bourhen Hkimi, Tunisia

Represented by Mr Ali Abbes and Mr Mohamed Rokbani, Attorneys at Law at Global Sport
Consulting Law Firm in Monastir, Tunisia

- Respondent -

* * * * *

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I. PARTIES

1. Al Safa Football Club (the “Club” or the “Appellant”) is a professional football club domiciled in Saudi Arabia and is affiliated to the Saudi Arabian Football Federation (“SAFF”), which in turn is affiliated to the Fédération Internationale de Football Association (“FIFA”), the world governing body of football.
2. Bourhen Hkimi (the “Player” or the “Respondent”) is a professional football player of Tunisian nationality
3. The Appellant and the Respondent are together referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions as lodged with the Court of Arbitration for Sport (the “CAS”). Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. The Employment Contracts

5. On 3 June 2023, the Parties entered into an employment contract effective from 1 July 2023 until 31 May 2024 (“Contract 1”).
6. According to Contract 1, the Club undertook to pay the Player the following net remuneration:
 - USD 14,454.50 monthly salary;
 - USD 20,000 signing fee, payable by 23 June 2023.
7. On 28 May 2024, the Parties entered into a further employment contract effective from 1 June 2024 until 31 May 2025 (“Contract 2”) including the following financial terms:
 - USD 14,454.50 monthly salary;
 - USD 20,000 signing fee, payable by 31 January 2025.
8. On 3 August 2024, the Parties signed another contract (“Contract 3”), agreeing to an amended payment schedule for certain monthly salaries and victory bonuses due under Contract 1 (totalling SAR 291,728.10), subject to the following conditions:

“1. In the event that the First-Party delays payment of any of the scheduled salaries by Al-Safa Sports Club (the First-Party), all outstanding amounts will be due as follow:

a) If any payment is not made, the First-Party is obligated to pay a penalty of SAR 5,000 (Five Thousand Saudi Riyals) for each missed payment to the Second-Party.

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b) An annual interest rate of 18% will be applied for each delayed payment.”

9. Contract 3 amended the payment schedule for certain monthly salaries and victory bonuses payable under Contract 1 as follows:

*“- Salary of January 2024: SAR 54,545.62 due by 20 August 2024;
- Salary of February 2024: SAR 54,545.62 due by 20 August 2024;
- Salary of March 2024: SAR 54,545.62 due by 30 October 2024;
- Salary of April 2024: SAR 54,545.62 due by 30 November 2024;
- Salary of May 2024: SAR 54,545.62 due by 30 December 2024;
- Victory bonus – Al Batin: SAR 5,000 due by 31 January 2024 (sic);
- Victory bonus – Hajer: SAR 5,000 due by 6 February 2024 (sic);
- Victory bonus – Al Qaisumah: SAR 7,000 due by 29 March 2024 (sic);
- Victory bonus – Al Jabalain: SAR 2,000 due by 15 May 2024 (sic).”*

10. Contract 1, Contract 2 and Contract 3 are together referred to as the “Contracts”.
11. On 30 August 2024¹, the Player suffered an injury during a match against Al Adalah FC.
12. On 1 September 2024, the Player underwent an MRI which revealed injuries sustained to his femur tendons and abductors.
13. Thereafter, at an unspecified date, the Club allegedly attempted to negotiate a mutual termination agreement with the Player, which was purportedly rejected by the Player.
14. On 11 September 2024, the Club unilaterally terminated the Contracts, arguing that the Player was simulating the injury and not cooperating with the instructions of the fitness coach.

B. Decision of the FIFA Dispute Resolution Chamber – Football Tribunal (“FIFA DRC”)

15. On 26 September 2024 the Player filed a claim at FIFA arguing that the Club not only failed to comply with its financial obligations but that the Club had terminated the employment arrangements “*abusively*” and had accused the Player of simulating the injury and hampering the team’s efforts.
16. The Player asserted that the Club’s termination of the employment arrangements occurred without just cause.
17. The Player therefore requested the following relief:

¹ The Appeal Brief states 17 August 2024 but the letter from the Appellant’s physio states 30 August 2024 which was also the date accepted by the FIFA DRC.

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“- Outstanding amount (per financial clearance / Agreement): SAR 291,728.00 plus 18% interest annually, as from 21 August 2024;

- SAR 12,500 penalty for non-compliance with Agreement;

- USD 43,636.50 outstanding salaries (between June 2024 and August 2024) plus interest as from day following the respective due dates;

- USD 163,364 compensation for breach of contract plus interest as from 11 September 2024.”

18. Despite being invited to do so, the Club failed to submit a position with regard to the Player's claim.
19. The FIFA DRC passed its decision on 14 November 2024 (communicated to the Parties on 8 January 2025) (the “Appealed Decision”) as follows:

“1. The claim of the Claimant, Bourhen Hkimi, is partially accepted.

2. The Respondent, Alsafa Club, must pay to the Claimant the following amount(s):

*- **USD 43,363.50 as outstanding remuneration plus 5% interest p.a. as follows:***

- 5% interest p.a. over the amount of USD 14,454.50 as from 1 July 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of USD 14,454.50 as from 1 August 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of USD 14,454.50 as from 1 September 2024 until the date of effective payment.*

*- **SAR 291,728.01 as outstanding remuneration plus 5% interest p.a. as follows:***

- 5% interest p.a. over the amount of SAR 5,000 as from 1 February 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of SAR 5,000 as from 7 February 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of SAR 7,000 as from 29 March 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of SAR 2,000 as from 16 May 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of SAR 109,091.24 as from 21 August 2024 until the date of effective payment;*
- 5% interest p.a. over the amount of SAR 163,636.77 as from 12 September 2024 until the date of effective payment.*

*- **SAR 12,500 as contractual penalty.***

*- **USD 150,090.51 as compensation for breach of contract plus 5% interest p.a. as from 12 September 2024 until the date of effective payment.***

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3. *Any further claims of the Claimant are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*
5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:*
 1. *The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be 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.*
6. *The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
7. *This decision is rendered without costs.”*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 29 January 2025, the Appellant filed its Statement of Appeal to the CAS in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”) against the Respondent, to challenge the Appealed Decision. In its Statement of Appeal, the Appellant requested that the matter be submitted to a Sole Arbitrator.
21. On 31 January 2025, the CAS Court Office wrote to the Parties enclosing the Statement of Appeal and, *inter alia*, reminding the Appellant of the need to file an appeal brief within the required timeframe, inviting the Respondent to inform the CAS Court Office if he agreed with the Appellant’s request for the matter to be referred to a sole arbitrator and for the proceedings to take place in the English language.
22. On 31 January 2025, the Respondent replied to the CAS Court Office confirming receipt of the Statement of Appeal and that he had no objection to the matter being referred to a sole arbitrator and for the proceedings to take place in the English language.
23. On 28 February 2025, the CAS Court Office noted the Appellant’s request for a copy of the new employment contract between the Respondent and Al Sahel Saudi Club of 7 January 2025 (the “New Contract”) and the Respondent was given until 4 March 2025 to comment on such request.
24. On 3 March 2025, the CAS Court Office wrote to the Parties acknowledging receipt of the Respondent’s email of 28 February 2025, attaching a copy of the New Contract.

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25. On 13 April 2025, the Appellant, within the previously extended time limit, filed its Appeal Brief with the CAS Court Office, in accordance with Article R51 of the CAS Code.
26. On 30 April 2025, the Respondent filed his Answer in accordance with Article R55 of the CAS Code.
27. On 1 May 2025, in accordance with Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Mr Jonathan Hall, Solicitor in Dubai, United Arab Emirates.

28. On 12 May 2025, the CAS Court Office informed the Parties on behalf of the Sole Arbitrator that he considered himself sufficiently well informed to render a decision without the need to hold a hearing and therefore no hearing would be held, as expressly allowed under Article R44.2 of the CAS Code and the jurisprudence of the Swiss Federal Tribunal.
29. On 20 May 2025, the CAS Court Office communicated to the Parties the Order of Procedure issued on behalf of the Sole Arbitrator.
30. On 30 May 2025, the CAS Court Office acknowledged receipt of the Order of Procedure signed by both Parties.

IV. THE PARTIES' SUBMISSIONS

31. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Appellant

32. In its Appeal Brief, the Appellant requested the following of the CAS:

“a) Accept the present appeal against the decision passed by the Dispute Resolution Chamber of FIFA on 14 November 2024, grounds of which were notified to the Appellant on 8 January 2025 in the labour-related dispute between the Respondent and the Appellant registered in FIFA with reference number FPSD-16246

b) To set aside the Appalled Decision in full and decide:

• Originally:

1) To rule that the Club terminated the Employment Contract with the Respondent for just cause due to the player's misconduct and negligence.

2) To establish that the Player has breached the contract and is liable to pay to the Club the following amounts:

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- USD 144,790 as compensation for residual value of the Contract plus 5% interest p.a as per 11 September 2024.
- USD 6,600 for the unauthorized use of club-rented apartment and car plus 5% interest p.a as per 11 September 2024.
- USD 30,000 as loss revenue of advertising image right plus 5% interest p.a as per 11 September 2024.
- USD 70,000 as replacement costs plus 5% interest p.a as per 11 September 2024.

3) Sporting sanctions to be imposed on the player as the Honorable Panel deems appropriate.

• **First Alternative**, in the unlikely event that our request above is not granted, we request this Panel:

4) To establish that there was no breach of contract by the Appellant and no compensation payable to the Respondent, as the termination was made as result of the Respondent's negligence.

• **Second Alternative**, only in the event that the above is rejected:

5) To establish that the Respondent is entitled to receive only an amount as follows:

- USD 43,363.50 as outstanding remuneration for the Second Employment Contract.
- SAR 175,364.4 as outstanding remuneration for the Formal Financial Agreement

6) To establish that no compensation shall be payable to the Respondent.

7) To establish that no contractual penalty is payable to the player.

• **Third Alternative**, only in the event that the above is rejected:

8) To establish that the player is entitled to receive only an amount of USD 43,363.50 as outstanding remuneration for the Second Employment Contract.

9) SAR 175,364.4 as outstanding remuneration for the Formal Financial Agreement.

10) To establish that the Respondent is entitled to receive an amount of USD 79,099.58 as a compensation.

11) To establish that no contractual penalty is payable to the player.

c) To fix a minimum amount of CHF 5,000 (Five thousand Swiss francs) to be paid by the Player to the Club as contribution to its legal fees and costs.

d) In any case, we request this honorable Panel to condemn the Player to pay whole CAS administration and sole Arbitrators fees."

33. The Appellant summarized its arguments in support of its requests by separating them into two parts: 1. The Club's termination of the contract for just cause and 2. The response to the Player's

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allegations before FIFA, as follows:

1. The Club's termination of the contract for just cause

"...the Player committed serious breaches of this Employment Contract through his unilateral termination of the contract without just cause, stemming from his negligence, his extended unauthorized absences from scheduled medical appointments, his refusal to respect the treatment schedule, his failure to adhere to prescribed medical instructions, and his prioritization of other interests over his well-being, leaving the Club with no alternative but to terminate the Contract.

*.....
While the Club fulfilled its contractual obligations in good faith, the Respondent failed to meet his contractual obligations as follow:*

1) Player's Negligence in Adhering to Medical Instructions

Pursuant to Article 7 of the Second Employment Contract:

"The Player shall:

- 1. act in a spirit of good faith, honesty and integrity towards the Club at all times;*
- 2. respect, comply with and adhere to at all times the....directives (..);*
- 7. Apply his best efforts, with punctuality and without reservation, to the maximum of his capabilities, in performing the activities and obligations provided for in this Contract...;*
- 8. Apply his best efforts to maintain and, wherever possible, improve the level of his sporting, physical and psychological capabilities;*
- 14. The Player must allow himself to be treated by a doctor/physiotherapist/chiropractor designated by the Club...;"*

In this respect the Appellant alleged that:

"....the Player remained injured for three months, despite the fact that recovery from such an injury could have occurred in a shorter period. During this time, the Player missed physiotherapy sessions and displayed negligence in adhering to the prescribed rehabilitation protocols. (Please review Exhibit No. 14)...

..In relation to his first injury.....the Player exhibited rashness by insisting on participating in matches despite not being fully recovered....

...The Player's negligence ultimately resulted in a second injury on 30 August 2024, an injury that could have been avoided had the Player been honest and fully complied with the medical staff's instructions....

...the Player demonstrated significant negligence by missing several therapy sessions. Moreover, he trained alone in direct breach of the medical staff's instructions and article 7 of the Second Employment Contract, and consistently showed indifference towards his recovery appointments, often arriving late...

Therefore, the player's negligence and failure to follow medical instructions constituted a

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breach of the Employment Contract and the player's duty of care towards the Club.”

2) *Player's Absence Without Authorization*

...the Player failed to attend mandatory training sessions from his initial injury on 17 August 2024, stating that he was injured and needed to recover...

...he repeatedly missed his scheduled therapy appointments, was frequently late, and often didn't attend without obtaining prior authorization from the Club...

...the Player has consistently failed to provide the Club with updates regarding his situation, his actual intentions, or the reasons behind his absences...

...In this regard, the Player's prolonged and unauthorized absence clearly demonstrates his intention to abandon his contractual obligations. This led the Club to reasonably assume that the Player is no longer interested in maintaining his position.

3) *Unauthorized Use of Apartment and Car by Player After Contract Termination without any valid reason*

...the Player acted in contravention of implied terms by engaging in the unauthorized possession and use of Club assets following the contract's termination...

...as evidenced by the Club's letter dated 5 October 2024 (Exhibit No. 17 -Club's letter dated 5 October 2024 & its translation) the Player continued to reside in the Club-provided apartment and utilize the Club-provided car until late October 2024...

the Player shall be liable to compensate the Club because of using the Car and the apartment for more than one month after the date of termination without having any legal right by paying an amount of USD 3600-/ ("Three thousand six hundred United States dollars.")

The Appellant also summarized the “*Legal Consequences of the Termination*” (Article 17 of FIFA RSTP) claiming “*Compensation for the Residual Value of the Contract*”, “*Compensation for using the car and the apartment without having any legal basis*”, “*Compensation for the loss of potential revenue from the exploitation of the player's image rights*”, “*Compensation for the replacement costs*” and that “*Sporting sanctions shall be imposed on the Player*”

The Appellant then argued that “*...if the Honorable Panel does not fully uphold the Club's position as detailed above, the Club will respond to the Player's allegations before FIFA as follows:*”

2. *The response to the Player's allegations before FIFA*

a) *Breach of Procedural Obligations by the Player*

...the Honorable Panel's attention is drawn to the fact that the Player has failed to provide

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any evidence substantiating his allegation of having sent a Warning Notice to the Club. While the Player asserts that such a notice was issued, no evidence, such as proof of delivery or receipt, has been presented. Furthermore, the Club categorically denies having received any such notice on the date alleged or at any time thereafter.

It is evident from the foregoing that the Player did not adhere to the mandatory procedural requirements stipulated in Article 12bis of the RSTP.

b) Allegations Concerning Financial Clearance for the 2023/2024 Season

Related to the Outstanding Salaries

Following the execution of the Payment Agreement to re-schedule the outstanding amounts, the Club duly commenced the payment of the outstanding salaries in accordance with the agreed-upon schedule, as outlined below:

- *On 15 July 2024, the Club disbursed an amount of SAR 7,272/- (“Seven Thousand Two Hundred Seventy-Two Saudi Riyals”) which is equivalent to USD 1,937/- (“One Thousand Nine Hundred Thirty-Seven US Dollars and Twenty-Six Cents”). (Please review Exhibit No. 12)*
- *On 15 August 2024, the Club made a further payment in the amount of SAR 109,091/- (“One Hundred Nine Thousand Ninety-One Saudi Riyals”), which is equivalent to USD 29,060/- (“Twenty-Nine Thousand Sixty US Dollars”). (Please review Exhibit No. 13)*

...These payments represent partial fulfilment of the Club’s obligations under the Payment Agreement and demonstrate its commitment to resolving the outstanding salary dues in a timely manner.

...Accordingly, the Club has paid a total amount of SAR 116,363.61 (One Hundred Sixteen Thousand Three Hundred Sixty-Three Saudi Riyals).

...This amount should be deducted from the amounts under the formal financial agreement, which were rescheduled for payment in August, October, November, and December 2024. (Please review Exhibit No. 10)

...Consequently, any penalties related to the delayed payment of the January, February, and March 2024 salaries (which were also rescheduled for August and October 2024) should not apply, as the Club fulfilled its obligations in advance of the revised deadlines.

Related to Financial Penalty

2.1 Unfair Imposition of Double Penalties

...the FIFA decision imposed an annual interest rate of 5% on all outstanding amounts, in addition to the contractual penalties. The Club firmly refutes the application of both the interest and the penalties, considering them excessive and disproportionate.

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...considering the above, especially the Club's financial constraints and the fact that FIFA has already imposed a 5% interest on payments, the contractual penalty should be deemed unreasonable, and Article 163, paragraph 3 of the Swiss Code of Obligations (SCO) should apply to set aside the penalty.

2.2 The Penalty Applies Only to Salaries, Excluding Bonuses

...In accordance to the Formal Financial Agreement, the contractual penalty applies only to outstanding salaries...

...Since bonuses are not specifically mentioned in the original text, it is clear that the contractual penalty was intended solely for the delayed salaries...

...Furthermore, the Formal Financial Agreement does not specify re-scheduled dates for the bonuses;...

c) Allegations Concerning the Second Employment Contract for the 2024/2025 Season

1. Incorrect Calculation of the Contract's Residual Value

...in his claim before FIFA, the Player wrongfully alleged that the residual value of the contract amounted to USD 163,364.00,...

...the residual value of the contract as of 11 September 2024, the date of termination, amounts to 124,790 USD...

...If we assume that the Player will receive the sign-on fee amounting to USD 20,000 in January 2025, the total value will be USD 144,790.58...

...FIFA has incorrectly calculated the residual value as USD 150,090.51.

2. The compensation shall be mitigated

In case only the Honorable Panel does not agree with our arguments about the termination of the Second Employment Contract with just cause, the compensation shall be mitigated according to all the factors produced in the present case...

...it is clear that the court has the authority to decide the amount of financial compensation based on the specific circumstances of the case and the level of fault of each party. In other words, certain circumstances can lead to a reduction in the amount of compensation.

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...these circumstances can be grouped into three main categories:

- ❖ *The Player's behaviour: This includes his bad faith, claiming amounts exceeding his lawful entitlements, and being absent without permission during medical treatment.*
- ❖ *The Player's obligation to mitigate his damage.*
- ❖ *Unauthorized and Unlawful Use of Club-Rented Assets.*

...both during the term of the employment contract and throughout the proceedings before FIFA, the player engaged in various forms of misconduct. This included acting in bad faith and being absent from his duties without prior authorization, in clear breach of his contractual obligations and the principles of professional conduct.

- i. The player's Bad faith in claiming more than he is entitled to*
- ii. The Player's Unauthorized Absence*
- iii. The Player's Negligence in Following Medical Instructions*

...The player's obligation to mitigate his damage as he signed a new employment contract cover the same period the Terminated Contract...

...the player entered into a new employment contract, as claimed by the player, with a validity period from 1 January 2025 until 31 March 2025 pursuant to article 4 of the player's new contract...

...In this context, the total value of the player's new contract is USD 30,000...which should be deducted from the compensation amount...

...the player's stay in the apartment for 19 days in September and days in October obligated the club to pay the rent for both September and October. The total rent for these two months amounts to USD 3,000...

...The player used the car illegally from 11 September until 7 October, which totals 36 days, amounting to USD 3,600...Consequently, an amount of USD 6,600 ("six thousand six hundred United States dollars") shall be deducted from any compensation due to the player.

Only if the Honorable Panel does not agree that the club terminated the contract with just cause due to the player's negligence, the player's entitlements shall be determined as follows:

- 1) USD 43,363.50 as outstanding remuneration for the Second Employment Contract.*
- 2) SAR 175,364.4 as outstanding remuneration for the Formal Financial Agreement:*

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- *SAR 291,728.01 (in the FIFA decision) – SAR 116,363.61 (amount paid by the club) = SAR 175,364.4*

3) *USD 79,099.58 as compensation for breach of contract:*

- *USD 144,790.58 (residual value of the contract) – (USD 30,000 (total value of the player's new contract) + USD 6,600 (rental of the car and apartment) + USD 29,091 (for the player's bad behavior)).*
- *144,790.58 - (30,000 + 6,600 + 29,091) = 144,790.58 - 65,691 = USD 79,099.58."*

B. The Respondent

34. In his Answer ("statement of defense"), the Respondent requested the CAS as follows:

- “• *To confirm the DRC decision stating that the termination made by the club was without just cause and ordered AL SAFA Club to pay the following amounts to the player Bourhen HKIMI:*

- *USD 43,363.50 as outstanding remuneration plus 5% interest p.a. as follows:*
- *5% interest p.a. over the amount of USD 14,454.50 as from 1 July 2024 until the date of effective payment;*
- *5% interest p.a. over the amount of USD 14,454.50 as from 1 August 2024 until the date of effective payment;*
- *5% interest p.a. over the amount of USD 14,454.50 as from 1 September 2024 until the date of effective payment.*
- *SAR 182,636.86 as outstanding remuneration provided by the financial agreement of 3 August 2024 plus 5% interest p.a. as follows:*
- *18% interest p.a. over the amount of SAR 5,000 as from 1 February 2024 until the date of effective payment;*
- *18% interest p.a. over the amount of SAR 5,000 as from 7 February 2024 until the date of effective payment;*
- *18% interest p.a. over the amount of SAR 7,000 as from 29 March 2024 until the date of effective payment;*
- *18% interest p.a. over the amount of SAR 2,000 as from 16 May 2024 until the date of effective payment;*
- *18% interest p.a. over the amount of SAR 163,636.77 as from 12 September 2024 until the date of effective payment.*
- *SAR 12,500 as contractual penalty.*
- *USD 150,090.51 as compensation for breach of contract plus 5% interest p.a. as from 12 September 2024 until the date of effective payment.*

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- *The arbitration costs to be carried out by the Appellant only.*
- *To oblige the Appellant, to contribute to the respondent advocacy costs which will be evaluated according to the sole arbitrator discretion.”*

35. The Respondent summarized the arguments in support of his requests as follows:

“i. Correction of some false facts

the appellant has submitted a wrong and false facts and accusations which need to be clarified...

- *As to the untrue absence from the recovery sessions:*

...the player did never been absent from any therapy sessions.

...The statement of the witness Youssef AL-SARHANI (club's physiotherapist) was not true and obviously obtained after hard pressure on the physiotherapist who is still working with the club.

...the same witness has contacted the player by messenger recently and sent to him a screenshot of his discussion with the club's official in which the club's official sent to the witness the statement and asked the physiotherapist to sign it and in response to that request the physiotherapist has responded by the following words: " I'm sorry but I read the report and I can't sign it because it contains incorrect information about the player regarding his absence from the clinic, and that he's not responding to calls. The player used to come with me every day in the morning to the clinic and receive treatment regularly. So, I can't sign the report.

This would be a false testimony, one of the greatest sins, and a false witness is cursed.

And every brave person who is silent about this or encouraged it will share in the sin and punishment that God has prepared for the false witness.

Please don't put me in this position”

(Enclosed the legal report drawn up by the Bailiff Mr. TAMMAR RACHED which records the discussion between the player and the physiotherapist made on 14 April 2025) (E-7)

...why the club didn't provide such report before FIFA Football tribunal when it was in its possession since 10 September 2024 ?

...if the player was absent from 6 recovery sessions as advanced by the club, so for which reasons the club didn't send any notice or take any disciplinary measure or at least calling the player to clarify that.

...in its termination notice, the club didn't argue the termination for continual absence from the therapy sessions, but it argued that termination because of: “your continued claim of injury despite the confirmed absence of any injury warranting such an extended absence from participating in team training”

- *As to the fact of the player's insistence to play when he was injured:*

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...the player never played a match without an authorization from the medical staff and had always followed the medical instructions.

ii. The scope of the present appeal

...the appellant didn't submit any counterclaim before FIFA DRC and consequently cannot direct any request outside the scope of the challenged decision issued by DRC.

...points 91 until 118 [of the Appeal Brief] be disregarded....shall be disregarded by the honorable sole arbitrator.

...the request and false allegations regarding the use of car and apartment after the termination of the contract are also out of the scope of the present procedure

...the player never abused in using car or accommodation and has returned the keys when requested by the club.

iii. The termination was made without just cause

1) As to the untrue accusation for absence from the recovery sessions

...all comments from the appellant regarding an alleged absence during the first employment contract shall be disregarded because it is out of the scope of the second employment contract.

...If the player was always absent during the season 2023/2024, so why the club has signed a new employment contract with him for another season ?

...the club didn't provide any notice, WhatsApp message, warning sent to the player for any absence.....no disciplinary sanction was taken against the player or even a request for clarification.....

The report of the physiotherapist cannot be taken in account to prove any absence of the player.

2) As to the accusation for playing a match while the player was injured

...the player never played a match without an authorization from the medical staff and had always followed the medical instructions.

...Secondly the second injury of 30 August 2024 is different from the injury of 17 August 2024.

...Thirdly, if the player has played with his injury, it was the responsibility of the medical staff who is responsible to take care of the players and not authorize their participation while they are injured.

3) The termination was made without just cause

...The player has never been absent as explained before.

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...The club didn't provide any proof that the player was sanctioned or summoned for absence.

...The club has decided to recruit a new player in the place of the respondent because it was not acceptable for the club to wait 8 weeks until the recovery of a foreign player and consequently has chosen to terminate the contract of the respondent and register a new foreign player.

iv. The compensation

- *As to the residual value of the contract after the termination*

...FIFA has rightly calculated the residual value of the contract.

...[it]has calculated the entire month of September 2024 and awarded the outstanding salaries of June, July and August as overdue payable without complicating the calculation by considering 11 days of September as overdue and 19 days as compensation.

- *As to the mitigation*

...the signature of the employment contract was made on 1st January 2025 after the issuance of the challenged decision on 14 November 2024 which means that at the date of the decision, the player was jobless and the residual value could not be mitigated.

...The FIFA Dispute Resolution Chamber (DRC) has already awarded the player compensation equivalent to the residual value of his employment contract mines the value of his new employment contract.

...The circumstances surrounding the termination, including the absence of a just cause, justify further damages based on principles of fairness and equity.

v. The overdue payable

...the only settlement agreed and signed by the player is the one signed between parties on 3 August 2024.

...in order to prevent against any additional delay, the player conditioned the reschedule by including a consequent interest of 18%, an acceleration clause and a penalty in case of delay.

...the club has submitted two check receipt:

The receipt dated on 15 July 2024 [and] [t]he receipt dated on 15 August 2024: amount of SAR 109,091.00.

...the receipt of SAR 7,212.61 was made on 15 July 2024 i.e. before the settlement agreement signed on 3 August 2024 and thus has no corollary with the payment of the amount included in the settlement agreement. [It] concerns a remaining payment concerning g the season 2023/2024.

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...it was our error to not mention that paid amount [the amount of SAR 109,091.00] in our claim.

...[that amount] shall be deducted from the amount provided by the settlement agreement...the unpaid installments of the settlement agreement are....Total amount of SAR 182,636.86.

- *Financial consequences of delay of payment*

According to the financial agreement signed on 4 August 2024....for each unpaid installment, an interest of 18% shall be applied.

...In addition a penalty equal to SAR 5000 shall be applied on each unpaid installment.

...ae will not request any additional penalty more than the one decided by FIFA DRC equal to SAR 12500 which is less than the still 7 unpaid installments.

...In counterpart, we kindly request that the honorable arbitrator adjust the exact interest rate which shall be 18% for the unpaid installments provided by the financial agreement.

- *Regarding the outstanding salaries of June, July and August 2024*

...we sent a notice on 18 September 2024 asking the club to resolve the case amicably by paying the player his overdue and the compensation.

...The notice was sent to the official email address of the club provided by the employment contract and the financial agreement.

...and even if a default notice was not sent, it has no effect on the claim submitted before DRC for three reasons:

- *The claim was not submitted on the basis of article 12 bis RSTP.*
- *The claim is submitted after the notification for termination of the employment contract made by the club and thus there was no interest to send a default notice to a party who unilaterally terminated the contractual relationship.*
- *Due to the seriousness of the breach, a default notice was not required."*

V. JURISDICTION OF THE CAS

36. In relation to jurisdiction, the Appellant relies on Article R47 of the CAS Code which provides as follows:

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

37. The Appellant also relies on Article 58.1 of the FIFA Statutes though the Sole Arbitrator notes

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that the relevant Article is actually Article 50 of the FIFA Statutes which states as follows:

“Jurisdiction of CAS

1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.”

38. The jurisdiction of the CAS has not been contested by the Respondent and furthermore, the Parties have also confirmed the jurisdiction of the CAS when signing the Order of Procedure. It follows that the CAS has jurisdiction to hear to appeal filed by the Appellant against the Appealed Decision.

VI. ADMISSIBILITY

39. Article R49 of the CAS Code provides, *inter alia*, 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. [...]”

40. As referenced at paragraph 37 above, any appeal against final decisions passed by FIFA and its bodies shall be lodged with the CAS within 21 days of receipt of the decision in question.
41. The Appealed Decision was notified to (and therefore received by) the Appellant on 8 January 2025 and the Statement of Appeal was filed on 29 January 2025.
42. The admissibility of the Appellant’s appeal is not challenged by the Respondent. The Statement of Appeal also complied with the requirements of Articles R47, R48 and R64(1) of the CAS Code, including the payment of the CAS Court Office fee.
43. It follows that the appeal is admissible.

VII. APPLICABLE LAW

44. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:

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

45. Pursuant to Article 49.2 of the FIFA Statutes:

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

46. As a result, the Sole Arbitrator finds that the various regulations of FIFA, and chiefly the FIFA

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Regulations on the Status and Transfer of Players, are primarily applicable. Swiss law applies subsidiarily.

VIII. MERITS OF THE APPEAL

47. The object of the present arbitration is the Appealed Decision, in which the FIFA DRC partially accepted a claim by the Respondent in relation to amounts alleged owed by the Appellant to the Respondent under the Contracts.
48. The FIFA DRC decided that the Appellant had terminated the Contracts without just cause and consequently awarded the Respondent the amounts set out in more detail in the Appealed Decision.
49. The Appellant failed to provide a position of its own in respect of the Respondent's allegations before the FIFA DRC.
50. In these CAS proceedings, the Appellant has now decided to provide its position and first of all claims that it terminated the Contracts for just cause. It further claims that the Respondent was in breach of contract and therefore liable to the Appellant and should also be subject to sporting sanctions.
51. The Appellant also puts forward various alternative arguments (as outlined in more detail in Section IV. A. above) in the event that the Sole Arbitrator does not agree with its claim that it terminated the Contracts for just cause.
52. The Sole Arbitrator therefore notes that he has to deal with the following issues:
 - i. Did the Appellant terminate the Contracts for just cause or not ?
 - ii. If it did, then what is the liability of the Respondent and should the Respondent be subject to sporting sanctions ?
 - iii. If it did not, then what is the liability of the Appellant to the Respondent?
53. First, the Sole Arbitrator is comfortably satisfied that under the Contracts the Appellant is obliged to pay to the Respondent the amounts set out in Contracts 1 and 2, as rescheduled by Contract 3.
54. Second, the Appellant claims that it terminated the Contracts with just cause as a result of the Respondent's "...negligence, his extended unauthorized absences from scheduled medical appointments, his refusal to respect the treatment schedule, his failure to adhere to prescribed medical instructions, and his prioritization of other interests over his well-being..."
55. The evidence the Appellant has provided in this respect is two letters.
56. The first letter is from the Appellant's physiotherapist to the Executive Director of the Appellant's first team. The letter does not appear to be dated. It states, *inter alia*, that "He was also injured on August 30, 2024, with a grade 2 tear in the tendon of longus adductor muscle

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(3cm), which requires at least eight weeks of treatment before he can return to training with the team.

Please note that the player has sustained several muscular injuries during the current 2024/2025 season and had not been regularly attending physiotherapy sessions at the club to follow up on his treatment during the season."

57. The first letter also references a prior injury on 16 or 17 August 2023 and that the Respondent had been undergoing treatment for three months for this injury in order to be able to return to training on the field.
58. The second letter is also from the Appellant's physiotherapist and is dated 10 September 2024. It is not apparent who the letter is addressed to.
59. In the second letter, the Appellant's physiotherapist is writing "*to express [his] significant concern regarding [the player's] persistent failure to adhere to the prescribed medical and rehabilitation protocols.*" He goes on to say that "*This lack of compliance is severely impacting his recovery and has serious implications for his return to play and the overall well-being of the team.*"
60. In the second letter, the Appellant's physiotherapist then continues to set out the circumstances surrounding the injury on 17 August 2024 and how he and the Respondent approached the injury in order to get the Respondent to return to play. He confirms that there was an examination and MRI scan of the injury at the Dammam Medical Complex on 1 September 2024. Both the Appellant and Respondent have provided a copy of the examination note dated 1 September 2024 from the Dammam Medical Complex confirming the MRI findings.
61. In the second letter, the Appellant's physiotherapist also states that:

"-He has failed to attend six (6) scheduled recovery sessions without providing any prior notification.

-He has completely missed multiple therapy sessions, despite receiving reminders of the scheduled times.

-He has disregarded explicit medical advice by attempting to exercise independently, despite being warned against unsupervised activity.

-He has repeatedly arrived late for scheduled physiotherapy sessions, often by as much as one hour, significantly hindering the effectiveness of the treatment."
62. No other evidence has been provided of the details of the missed recovery sessions, therapy sessions, physiotherapy sessions or the explicit medical advice referred to. For example, dates and times and/or communications between the Appellant and the Respondent on such matters. This seems odd, particularly given the Appellant's claim that it viewed these matters so seriously.

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63. On the other hand, the Respondent claims that the “*statement of the witness Youssef AL-SARHANI (club’s physiotherapist) was not true and obviously obtained after hard pressure on the physiotherapist who is still working with the club.*”
64. The Respondent also claims that the same physiotherapist contacted the Respondent by the Messenger app and sent to him a screenshot of his discussion with the Appellant’s official in which the Appellant’s official sent to the physiotherapist the statement (dated 10 September 2024) and asked the physiotherapist to sign it and that, in response to that request, the physiotherapist replied:

“I’m sorry but I read the report and I can’t sign it because it contains incorrect information about the player regarding his absence from the clinic, and that he’s not responding to calls. The player used to come with me every day in the morning to the clinic and receive treatment regularly. So, I can’t sign the report.

This would be a false testimony, one of the greatest sins, and a false witness is cursed.

And every brave person who is silent about this or encouraged it will share in the sin and punishment that God has prepared for the false witness.

Please don’t put me in this position.”

The Respondent also claims that the same physiotherapist wrote to the Respondent as follows: “*May god cover us my brother, we were not educated to do such thing*”

65. The Respondent has provided a legal report drawn up by the Professor Tammar Rached, Bailiff in the judicial jurisdiction of the Monastir Court of Appeal to confirm the exchange as set out above between the Respondent and the Appellant’s physiotherapist and also confirming that the exchange occurred on 14 April 2025.
66. The Respondent therefore claims that the 10 September 2024 document must be false given the physiotherapist was only asked to sign it on 14 April 2025.
67. When assessing whether a unilateral contract termination is justified under Article 14 of the FIFA Regulations on the Status and Transfer of Players (June 2024 edition) (“FIFA RSTP”), the following general criteria need to be applied, considering the specific circumstances of each individual matter:
- Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract;
 - In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust; and
 - The termination of a contract should always be an action of last resort (an “*ultima ratio*” action).

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It is also well recognized that the principle that a party can only establish just cause to terminate an employment contract if it has previously warned the other party of its unacceptable conduct or attitude, especially where a club attempts to terminate a contract with a player for alleged unauthorized absences from training sessions, for example.

68. Whilst it is difficult to assess the true version of events based on the evidence provided by the Parties, on balance the Sole Arbitrator prefers, and is comfortably satisfied by, the evidence provided by the Respondent in respect of the Appellant's physiotherapist.
69. Furthermore, even if the Sole Arbitrator preferred the Appellant's evidence (which is not the case), there has been no evidence presented by the Appellant of any prior warning to the Respondent of the Respondent's alleged misconduct and the Appellant has in any event not therefore demonstrated that the termination was an "*ultima ratio*" action.
70. The Sole Arbitrator also notes that, as pointed out by the Respondent, the 10 September 2024 document would have been available to the Appellant before the FIFA DRC proceedings and on that basis the Sole Arbitrator could decide not to admit it in the CAS proceedings in any event.
71. The Sole Arbitrator finds it strange that the Appellant did not take the opportunity to set out its position in the FIFA DRC proceedings if such evidence actually existed at that time (Article 57 of the CAS Code). Given the Sole Arbitrator's view of the evidence now presented in the CAS proceedings, this is ultimately a moot point.
72. For all these reasons, the Sole Arbitrator therefore agrees with the FIFA DRC's finding that the Appellant terminated the Contracts without just cause. He must now turn to the consequences of such action by the Appellant in line with Article 17 FIFA RSTP.
73. Unless otherwise provided for in the contract, Article 17.1 FIFA RSTP requires compensation for the breach to be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria 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.
74. First, the Appellant has to pay the outstanding amounts owed to the Respondent under the Contracts.
75. Second, the Appellant has to compensate the Respondent for any damages sustained. In fact, also considering the well-established CAS jurisprudence (see, *inter alia*, CAS 2016/A/4605 and CAS 2017/A/5180), a party responsible for, and at the origin of, the termination of the contract is liable to pay the compensation for damages caused as a consequence of the early termination of the contract.
76. In the FIFA DRC proceedings, the Respondent claimed:

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- An outstanding amount under the Contracts of SAR 291,728.00 plus 18% interest annually, as from 21 August 2024;
- SAR 12,500 penalty for non-compliance with Contracts;
- USD 43,636.50 outstanding salaries (between June 2024 and August 2024) plus interest as from day following the respective due dates; and
- USD 163,364 compensation for breach of contract plus interest as from 11 September 2024.

77. In the Appealed Decision, the Respondent was awarded the following:

- USD 43,363.50 as outstanding remuneration plus 5% interest p.a. (calculated from the relevant dates as set out in more detail in the Appealed Decision);
- SAR 291,728.01 as outstanding remuneration plus 5% interest p.a. (calculated from the relevant dates as set out in more detail in the Appealed Decision);
- SAR 12,500 as contractual penalty; and
- USD 150,090.51 as compensation for breach of contract plus 5% interest p.a. as from 12 September 2024 until the date of effective payment.

78. In the CAS proceedings, in the event that the Sole Arbitrator does not agree that the Appellant terminated the Contracts with just cause, the Appellant claims that the Respondent is only entitled to the following:

- USD 43,363.50 as outstanding remuneration for the Contract 2;
- SAR 175,364.40 as outstanding remuneration for the Contract 3 (amending Contract 1) being: SAR 291,728.01 (in the Appealed Decision) less SAR 116,363.61 (amount already paid by the Appellant);
- USD 79,099.58 as compensation for breach of contract being: USD 144,790.58 (residual value of the Contracts) less the following: USD 30,000 (total value of the player's new contract), USD 6,600 (rental of the car and apartment) and USD 29,091 (for the player's bad behavior).

79. On the other hand, the Respondent claims in the CAS proceedings the following (details of the interest not repeated in full here):

- USD 43,363.50 as outstanding remuneration plus interest;
- SAR 182,636.86 as outstanding remuneration provided by Contract 3 (amending Contract 1) plus interest;

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- SAR 12,500 as contractual penalty (Respondent confirms he is only claiming this despite being entitled to claim more); and
- USD 150,090.51 as compensation for breach of contract plus interest.

80. The Sole Arbitrator calculates the amounts as follows:

(i) outstanding salaries from Contract 2:

USD 43,363.50 - this reflects the amounts set out in Contract 2 for the months of June, July and August 2024. Both Parties accept this amount.

(ii) outstanding amount due under Contract 3 (amending Contract 1):

SAR 182,637.01 – this reflects the amount due under Contract 3 (amending Contract 1) less the amount of SAR 109,091 which is accepted as having been paid by the Parties.

The Sole Arbitrator agrees with the Respondent's argument that the further reduction of SAR 7,272.61 proposed by the Appellant should not be accounted for as the evidence shows that it was made before Contract 3 was concluded and there is no evidence that it relates to any amounts due under Contract 3.

(iii) agreed penalty payment under Contract 3:

SAR 12,500

The Sole Arbitrator recognizes that strictly speaking the amount owed under this head ought to be higher but that the Respondent has confirmed that he is only claiming this despite being entitled to claim more.

(iv) compensation for breach of contract:

USD 150,090.51 - this reflects the Appealed Decision and is the residual amount due under the Contracts i.e. nine monthly salaries between September 2024 and May 2025 plus the signature bonus of USD 20,000 due in January 2025.

So far as mitigation is concerned, it is clear from CAS jurisprudence that this is an ongoing duty that should always be considered until a final decision is rendered by the CAS (see, *inter alia*, CAS 2022/A/9004 and CAS 2024/A/10519). This is consistent with the "*de novo*" power of review of the CAS (Article R57 of the CAS Code).

As per Article 17.1 ii. FIFA RSTP, the Sole Arbitrator must consider, for the purposes of mitigation, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract.

In this case, the Sole Arbitrator is comfortably satisfied by the evidence of the New Contract which indicates a value of USD 30,000 (monthly salary and signing on fee) as claimed by the Appellant. The Sole Arbitrator therefore agrees with the Appellant's claim for a deduction of **USD 30,000** in respect of the New Contract.

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However, based on the fact that the Appellant terminated without just cause, the lack of clear objective evidence provided by the Appellant and the principles of FIFA RSTP Article 17.1, the Sole Arbitrator does not find it reasonable to make deductions in respect of the rental of the car and apartment or for the Respondent's alleged behaviour.

81. So far as interest on the above amounts is concerned, the Sole Arbitrator's findings are as follows:

(i) outstanding salaries from Contract 2: USD 43,363.50

- 5% interest p.a. over the amount of USD 14,454.50 as from 1 July 2024 until the date of effective payment;
- 5% interest p.a. over the amount of USD 14,454.50 as from 1 August 2024 until the date of effective payment
- 5% interest p.a. over the amount of USD 14,454.50 as from 1 September 2024 until the date of effective payment

(ii) outstanding amount due under Contract 3 (amending Contract 1): SAR 182,637.01

- 5% interest p.a. over the amount of SAR 5,000 as from 1 February 2024 until the date of effective payment;
- 5% interest p.a. over the amount of SAR 5,000 as from 7 February 2024 until the date of effective payment;
- 5% interest p.a. over the amount of SAR 7,000 as from 29 March 2024 until the date of effective payment;
- 5% interest p.a. over the amount of SAR 2,000 as from 16 May 2024 until the date of effective payment;
- 5% interest p.a. over the amount of SAR 163,637.01 as from 12 September 2024 until the date of effective payment.

The Appellant claims that the interest rate together with the penalty payments are "*excessive and unfair*" and that the Sole Arbitrator should rely on CAS 2021/A/8356 and Article 163 of the Swiss Code of Obligations (SCO) to reduce/ignore the interest rates and/or penalty payments in some way. In this respect, the Sole Arbitrator notes that the wording of Contract 3 refers to both penalty payments and interest becoming due. Furthermore, in this case there is no suggestion that the Appellant did not have "*contractual freedom*". As a professional football club, it was, and is, experienced in football business matters including the negotiation and renegotiation of contracts. The interest rate and penalty payment terms that it negotiated and agreed with the Respondent are clear.

However, the Sole Arbitrator notes that, while the FIFA DRC (in its consideration of the merits of the dispute) appeared to agree that the interest rate should be 18% in line with

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Contract 3, in the Appealed Decision itself the FIFA DRC applied an interest rate of 5% to the amounts awarded to the Respondent. The Appealed Decision does not provide any reasoning as to why the interest rate was modified. Whatever the reasoning, the Sole Arbitrator observes that the Respondent neither challenged the Appealed Decision on this point, nor requested the FIFA Tribunal to clarify or correct its findings in the event of a clerical mistake.

In his Answer, the Respondent requests the Sole Arbitrator to confirm the amounts awarded by the Appealed Decision while applying the 18% interest rate. However, this request de facto constitutes a counterclaim, which is not admissible under the CAS Code. Accordingly, the Sole Arbitrator is not entitled to review this part of the Appealed Decision and, as a consequence, the applicable interest rate has to remain at 5%.

With respect to the Appellant's argument that the penalty payments should only apply to outstanding salaries and not bonuses, the Sole Arbitrator notes that Contract 3 provides (underlining for emphasis) that the "*In the event that the [Appellant] delays payment of any of the scheduled salaries by [the Appellant], all outstanding amounts will be due as follow:*"

- a) If any payment is not made, the [Appellant] is obligated to pay a penalty of SAR 5,000 (Five Thousand Saudi Riyals) for each missed payment to the [Respondent].*
- b) An annual interest rate of 18% will be applied for each delayed payment."*

Whilst it may be a correct interpretation that it is only a delay of payment of the outstanding salaries that triggers the penalty payments (and interest), the contract wording states that, once triggered, the provisions apply to all outstanding amounts (i.e. both salaries and bonuses).

- (iii) compensation for breach of contract: USD 120,090.51 (USD 150,090.51 less USD 30,000)

- 5% interest p.a. as from 12 September 2024 until the date of effective payment.

- 82. As a result, the appeal lodged against the Appealed Decision is allowed in part (i.e. the slight reduction of the outstanding amount due under Contract 3 and accounting for the compensation mitigation of the New Contract value). The Sole Arbitrator notes that the mitigation amount of USD 30,000 from the New Contract could not have been considered by the FIFA DRC as it was entered into after the Appealed Decision though, for the reasons set out above, it can be taken into account in this subsequent CAS decision.
- 83. As a result, the appeal lodged against the Appealed Decision has to be partially allowed and any further claims or requests for relief are dismissed.

IX. COSTS

(...)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 29 January 2025 by Al Safa Football Club against the decision passed by the Dispute Resolution Chamber of the Fédération Internationale de Football Association on 14 November 2024 is partially allowed.
2. The decision passed on 14 November 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is partially set aside and the following paragraph of the Appealed Decision is replaced with the following (and the rest of the Appealed Decision otherwise unamended):

“2. The Respondent, Alsafa Club, must pay to the Claimant the following amount(s):

 - **USD 43,363.50 as outstanding remuneration** plus 5% interest p.a. as follows:
 - 5% interest p.a. over the amount of USD 14,454.50 as from 1 July 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of USD 14,454.50 as from 1 August 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of USD 14,454.50 as from 1 September 2024 until the date of effective payment.
 - **SAR 182,637.01 as outstanding remuneration** plus 5% interest p.a. as follows:
 - 5% interest p.a. over the amount of SAR 5,000 as from 1 February 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of SAR 5,000 as from 7 February 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of SAR 7,000 as from 29 March 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of SAR 2,000 as from 16 May 2024 until the date of effective payment;
 - 5% interest p.a. over the amount of SAR 163,637.01 as from 12 September 2024 until the date of effective payment.
 - **SAR 12,500 as contractual penalty.**
 - **USD 120,090.51 as compensation for breach of contract** plus 5% interest p.a. as from 12 September 2024 until the date of effective payment.”
3. (...).
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

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Seat of arbitration: Lausanne, Switzerland

Date: 22 October 2025

THE COURT OF ARBITRATION FOR SPORT

Jonathan Hall
Sole Arbitrator