

CAS 2024/A/10956 Anyuta Galstyan v. Okzhetpes Futbol Klubu

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

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

in the arbitration between

Ms Anyuta Galstyan, Armenia

Represented by Mr Victor Targino de Araujo, attorney-at-law, São Paulo, Brazil

Appellant

and

Okzhetpes Futbol Klubu, Kokshetau, Kazakhstan

Represented by Mr Murat Tleshev, Acting Director, Kokshetau, Kazakhstan

Respondent

I. THE PARTIES

1. Ms Anyuta Galstyan (the “Appellant” or the “Player”) is a professional football player from Armenia.
2. Okzhetpes Futbol Kluby (the “Respondent” or the “Club”) is a football club with its registered office in Kokshetau, Kazakhstan. The Club is affiliated with the Kazakhstan Football Federation (“KFF”), which is affiliated with the Union des Associations Européennes de Football (“UEFA”) and the Fédération Internationale de Football Association (“FIFA”).
3. The Player and the Club are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

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

A. Facts

5. On 11 April 2023, the Player signed a Contract (the “Contract”) with the Club for the term 11 April 2023 until 11 October 2023.
6. The monthly remuneration to be paid in accordance with the Contract was KZT 290,000. The Contract states, inter alia, as follows:

“2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Employee has the right to: [...]

2.1.2. Occupational safety and health; [...]

2.1.8. Compensation for damage caused to health in connection with the performance of work duties;

2.1.9. Compulsory social insurance in cases provided for by laws The Republic of Kazakhstan;

2.1.10. Insurance against accidents in the performance of work duties;

2.1.11. Guarantees and compensation payments.

[...]

6. GUARANTEES AND COMPENSATION PAYMENTS

6.1 *The employer pays the Employee social security at his own expense Temporary disability allowance.*

The basis for the payment of social benefits for temporary disability are disability certificates issued in accordance with the procedure approved by the authorized body in the field of healthcare. Upon the occurrence of temporary disability of an Employee due to an occupational injury, the benefit is assigned in the presence of an act on an industrial accident, in accordance with the form established by the legislation of the Republic of Kazakhstan.

6.2 *The employee enjoys all types of guarantees provided for by the legislation of the Republic of Kazakhstan. The Employer undertakes to pay the Employee all types of compensation payments provided for by the legislation of the Republic of Kazakhstan.*

[...]

7. TERMINATION OF THE EMPLOYMENT CONTRACT

7.1. *The grounds for termination of this employment contract The agreements are:*

7 .1.1. *termination by agreement of the Parties, in accordance with the procedure provided for by the Code;*

7. 1.2. *expiration of this employment contract;*

[...]

8 RESPONSIBILITY OF THE PARTIES

8.1. *The Parties are responsible for non-fulfillment or improper fulfillment of obligations under this employment contract in accordance with the legislation of the Republic of Kazakhstan.*

8.2. *The Parties are financially responsible for causing damage (harm) to the other.*

8.3. *To the Party in cases provided for by the Code and other laws of the Republic of Kazakhstan.*

9. CONSIDERATION OF LABOR DISPUTES

9.1. All issues arising in the course of execution of this employment contract will be resolved by the parties through negotiations.

9.2. The parties have agreed that any disputes arising from or related to this employment contract are subject to pre-trial settlement in the legal bodies of the KFF in accordance with the procedure provided for by the Disciplinary Regulations KFF.

9.3. If the dispute between the parties is not resolved during negotiations and/or in the legal bodies of the KFF, then it is subject to consideration in accordance with the Code.

10. TERM OF THE AGREEMENT

10.1. This employment contract comes into force from the date of its signing by the Parties and is valid until October 11, 2023 (until the end of the Championship of the Republic of Kazakhstan among women's teams of the 2023 season).

10.2. The Parties agreed to consider the date of commencement of the Employee's work functions (the date of commencement of work) as April 11, 2023."

[...]

12. FINAL PROVISIONS

[...]

12.3. All relations between the Parties not regulated by this employment contract are regulated by the Code, the regulatory documents of the KFF, JF, FIFA and UEFA."

7. On 6 October 2023, when she played a match for the Club, the Player suffered an injury to her left knee.
8. On 10 October 2023, the Player underwent an MRI scan, and it was concluded that the Player had rupture of the medial meniscus of the left knee joint and partial damage to the anterior cruciate ligament.
9. On 11 October 2023, the Player signed a document drafted by the Club, which stipulated, *inter alia*, as follows:

"In accordance with the Article 61 of the Labor Code of the Republic of Kazakhstan dated from November 23, 2015 No. 414-V LRK (Law of the Republic of Kazakhstan), I CHARGE: 1. To terminate on October 11 2023 the employment contract No. 55 dated April 11, 2023 with the professional football player of the women's football team "Okzhetpes" Galstyan Anyuta based on the subparagraph 2) of Article 49 and paragraph 1 Article 51 of the Labor Code of the Republic of Kazakhstan dated November 23, 2015 No. 414-V (Law of the Republic of Kazakhstan) expiration of the

employment contract. 2. The Accounting Department should calculate any pay compensation to Galstyan A. for unused days of annual leave upon termination of the employment contract for the worked period from 11.04.2023 to 11.10.2023 at the rate of 13 calendar (11 working) days.

Cause: clause 10,1 of Article 10 of the Employment Contract dated 11.04.2023 No. 55.”

10. On 12 October 2023 the Player purchased pair of crutches for the amount KZT 54,805.
11. On 7 December 2023, the Player was admitted to the Hospital in Yerevan and had arthroscopic surgery on 11 December 2023. Following the surgery, “it was recommended [to her] to rejoin professional football in 8-9 months, after the full recovery”.

B. Proceedings before the FIFA Dispute Resolution Chamber

12. On 16 January 2024, the Player filed a claim before the Dispute Resolution Chamber of the FIFA Football Tribunal (the “FIFA DRC”).
13. In her claim before the FIFA DRC, the Player argued, inter alia, that the Club failed to provide her with adequate medical support following her injury, which was suffered during the course of her employment with the Club. The Player requested FIFA DRC to award her a total amount of KZT 7,838,694.33, hereunder KZT 29,000 as wages for 11 October to 14 October 2023, KZT 137,556 as 14,23 days of annual leave, KZT 54,805 as reimbursement of expenses, KZT 3,190,000 as compensation for damages, KZT 3,267,333.33 as social allowance and guarantees and KZT 1,160,000 as moral damages.
14. The Club claimed that it had provided adequate medical assistance, and that it had offered the Player medical treatment in Kazakhstan, which was rejected by the Player, who then travelled to Armenia for her operation and rehabilitation.
15. The Club further claimed that it had not breached its obligations and requested for the claim to be rejected.
16. The FIFA DRC rendered a decision on 8 August 2024 (the “Appealed Decision”), which was communicated to the Parties on 2 October 2024. The FIFA DRC concluded that it had jurisdiction to hear the claim, and that the Player’s claim was partially accepted.
17. A summary of the FIFA DRC’s reasoning in the Appealed Decision is as follows:
 - In accordance with Article 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (“the Procedural Rules”), the March 2023 edition of the Procedural Rules was applicable to the matter at hand.

- In accordance with Article 2 paragraph 1 and Article 23 paragraph 1 of the Procedural Rules, as well as Article 22(1-b) of FIFA RSTP, the DRC would be competent to deal with employment-related disputes between a club and a player of an international dimension.
- FIFA DRC concluded that the Player was entitled to a reimbursement of the costs for purchasing crutches, in the amount of KZT 54,805 and overdue payable salaries in the amount of KZT 31,808.
- With regards to the Player's claim for salaries beyond 11 October 2023, when the Contract expired, FIFA DRC concluded that the Player's claim should be rejected, as the Contract expired on that date.
- The Player's claim for "material compensation for damages to health" and "social allowance and guarantees", were rejected as the claims were unsubstantiated and lacked contractual basis.
- With regards to the Player's request for moral damages, FIFA DRC rejected the claim due to a lack of a regulatory basis, and due to the subjective nature upon which such kind of compensation would be calculated.
- The operative part of the Appealed Decision reads as follows:
 - “1. The Football Tribunal has jurisdiction to hear the claim of the claimant, Anyuta Galstyan.*
 - 2. The claim of the Claimant is partially accepted.*
 - 3. The Respondent, Okzhetpes, must pay the Claimant the following amount(s):*
 - KZT 31,808 as outstanding remuneration plus 5% interest p.a. as from 12 October 2023 until the date of effective payment;*
 - KZT 54,805 as outstanding remuneration plus 5% interest p.a. as from 12 October 2023 until the date of effective payment.*
 - 4. Any further claims of the Claimant are rejected.*
 - 5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
 - 6. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
 - 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

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

8. This decision is rendered without costs.”

III. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 23 October 2024, the Player filed a Statement of Appeal with CAS against the Club and against FIFA, challenging the Appealed Decision, in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the “CAS Code”). In her Statement of Appeal, the Player requested that the dispute be referred to a sole arbitrator. The Player also requested legal aid, as per the CAS Guidelines on Legal Aid.
19. On 11 February 2025 the CAS Court Office informed the Parties that the Athlete’s Commission of the International Council of Arbitration for Sport (ICAS) had granted the Player’s request for assistance for CAS arbitration costs, including the waiver for the CAS Court Office fee, by order of 7 February 2025.
20. On 13 February 2025, FIFA requested to be excluded from the proceedings.
21. On 18 February 2025, the Player withdrew her appeal as far as it was directed against FIFA and filed her Appeal Brief in accordance with Article R51 of the CAS Code.
22. On 19 February 2025, the CAS Court Office took note of the withdrawal of the appeal as far as it was directed against FIFA and informed the Parties that the Club was given a deadline of 20 days to submit its Answer pursuant to Article R55 of the CAS Code.
23. On 11 March 2025, the Club filed its Answer, in accordance with Article R55 of the CAS Code.
24. On 20 March 2025, the Club requested the holding of a hearing via video-conference.
25. On 21 March 2025, the Player submitted a reply and also requested two additional exhibits to be admitted to the case file. The exhibits were two letters sent by email from the Player to the Club in October 2023. She further expressed her preference for the issuance of an award on the basis of the Parties’ written submissions.
26. On 31 March 2025 the Club objected to the Player’s reply and requested that it should not be admitted to the case file.

27. On 3 April 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeal Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:

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

In view of the legal order issued on 17 February 2025, he accepted to perform his mission *pro bono*.

28. On 9 April 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to reject the Player's request to file a reply to the Answer, and that the reasons for such decision would be provided in the final Award.
29. On 14 April 2025, the Club objected to the Player's request to admit the two exhibits to the case file.
30. On 28 April 2025, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to reject the Player's request to file two additional exhibits, and that the reasons for such decision would be provided in the final Award. In the same letter the Parties were informed that the Sole Arbitrator deemed himself sufficiently well-informed to decide the case based solely on the Parties' written submissions, without the need to hold a hearing or a case management conference.
31. On 2 May 2025, the CAS Court Office issued an Order of Procedure, which was subsequently duly signed and returned by both Parties on 6 May 2025. By signing the Order of Procedure, the Parties confirmed that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

A. The Player's submissions

32. The Player's submissions, in essence, may be summarised as follows:
- The Player, as an employee, was subject to an uneven situation with the Club, as an employer, and she was incapable of negotiating in equal terms to demand her treatment and recovery, as well as the maintenance of her wages until full rehabilitation. The Club tried to force the Player to sign a waiver, renouncing to any claims, losses, or damages against the Club, which the Player refused to sign. She had no alternative but to sign the termination of the Contract at its term, to allow her return to Armenia to seek the treatment unprovided by her employer.
 - The Player's injury derived from a work-related accident, as defined in the Kazakhstan Labor Code which is applicable as provided *inter alia* under Article 8 of the Contract, while performing her work duties in favour of the Club. In accordance with the Contract, the Club should have provided for the Player a

contractual extension, guaranteeing her position until her full recovery, as well the complete medical assistance needed.

- The Club was contractually obligated to maintain the salaries and to provide insurance as compensation for the damages and losses deriving from the Player's injury. However, no insurance was provided for her, despite the Club's contractual obligation to do so, leading to its liability to indemnify the Player at least for the period of her full rehabilitation.
- Kazakhstan Labor Code imposes on the employer the obligation to maintain at least the payment of social allowance in favour of the temporarily disabled worker. That social benefit shall be equivalent to one hundred percent of the average wage in cases as the present, until the worker's full rehabilitation.
- The Club was obliged to pay her the insurance not provided, consisting of the salaries during the recovery period as compensation for damages and losses.
- The termination of the Contract on 11 October 2023 shall be declared null and void, as the Player was clearly disabled to exercise her profession at that moment due to occupational injury deriving from a work-related accident occurred during her tenure with the Club. The Club abused its position, leaving no room or alternative to the Player.
- This scenario allows the recognition of the termination of the employment relationship by the Player with just cause. The Player had no choice but to leave Kazakhstan to her home country. Otherwise, she would have to stay in Kazakhstan without any payment or way of living, nor any means to proceed to her needed surgery and treatment. The Contract shall be deemed as terminated with just cause by the Player as the Club failed to fulfil its contractual obligations, leaving the Player without any reasonable alternative to seek her treatment and rehabilitation as a professional footballer. The termination shall be declared as performed on the day the Player departed to Armenia.
- Due to severe breach of the Club's obligations and liabilities deriving from the Contract and the Applicable Law, the Player is entitled to moral damages.
- With regards to the calculation of the claim, the Player is entitled to KZT 3,219,000 as compensation for the absence of insurance, and damages and losses deriving from the injury that shall cover the absence of salaries during rehabilitation. Further, the Player is entitled to compensation for social allowance and guarantees in the amount of KZT 3,267,333.33, salaries for the period 11 October 2023 until 14 October 2023, in the amount of KZT 29,000, and moral damages in the amount of KZT 1,160,000.
- In addition, the Player requests the arbitration of legal fees in favour of her attorney-at-law, to be paid by the Club, in the amount of CHF 5,000.

33. On this basis, the Player submitted the following requests for relief in her Appeal Brief:

“a) To declare null and void the contractual termination order issued by the Club on October 11, 2023, on the basis the occupational injury deriving from a work-related accident, which caused temporarily disability to the Player to exercise her profession, and the consequent impossibility of waiving mandatory rights.

a.1) To recognize the Club’s breach of the Contract, as well as to declare that the Player had just cause to terminate the Contract, under articles 14.2 and 17.1 of FIFA RSTP from 14 October 2023, date when the Player travelled to Armenia with the flight tickets issued by the Club.

a.2) As a consequence, from the declarations above: to condemn the Club to pay 3 (three) working days wages from 11 October to 14 October 2023; KZT 29,000.00 (twenty-nine thousand Tenge)

In addition, to order the Respondent to bear with the following payments in favour of the Appellant:

b) Material compensation for the absence of insurance, and damages and losses deriving from the injury and the health issues in connection with (on the grounds of clauses 2.1.8 and 2.1.10 of the Contract):

- If the request in the point “a” above is granted, the calculation is from 14 October 2023 (new effective termination date) until 14 September 2024 (date of recovery): KZT 3,190,000.00 (three million one hundred ninety thousand Tenge); or

- If the request in the point “a” above is dismissed, the calculation is from 11 October 2023 (original termination date) until 14 September 2024 (date of recovery): KZT 3,219,000.00 (three million two hundred nineteen thousand Tenge); plus

c) Social Allowance and Guarantees (on the grounds of the clauses 2.1.9, 2.1.11 and 6 of the Contract c.c. article 133 of the Kazakhstani Labor Code:

- Equal to 100% (one hundred percent) of the salaries between 06 October 2023 (date of injury) and 14 September 2024 (date of recovery): KZT 3,267,333.33 (three million two hundred sixty seven thousand three hundred thirty three Tenge and thirty-three cents); plus

d) Morale Damages: - Equal to 4 (four) salaries: KZT 1,160,000.00 (one million one hundred and sixty thousand Tenge), or other alternative amount to the reasonably and proportionally arbitrated by this Panel.

And in conclusion, the Appellant also requests that the Respondent is ordered to bear with the court fees and arbitration fees, if any, as well to bear with her

attorney-at-law legal fees, on the suggested amount of CHF 5,000 (five thousand Swiss Francs)."

B. The Club's submissions

34. The Club's submissions, in essence, may be summarised as follows:

- The duration of the Contract was four full months from June till September, 20 days for April 2025, 20 days for May 2023 and 11 days for October 2023 and expired on 11 October 2023.
- The Club complied with all its contractual obligations.
- On 10 October 2023 the Club offered the Player treatment of the injury in Kazakhstan, and the Club never refused to support the Player during the rehabilitation period. However, the Player travelled to Armenia on 14 October 2023.
- In accordance with Article 133 paragraph 2 of the Kazakhstani Labor Code the basis for the payment of social benefits for temporary incapacity for work shall be the lists of temporary incapacity for work issued in the manner determined by the authorized body in the field of health. The Player has not provided such a list.
- Article 133 paragraph 5 of the Kazakhstani Labor Code states that the procedure for the appointment and payment of social benefits for temporary disability is determined by the authorized state body on labor and the FIFA DRC as well as the CAS could not assign social benefits.
- Prior to submitting the claim to FIFA, the Player did not contact the Club trying to settle the dispute.
- The Player is not entitled to the damages she requests.

35. On this basis, the Club submitted the following request for relief:

"Reject the Player's demands and uphold the DRC FIFA decision dated 08 August 2024."

V. JURISDICTION

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

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

37. Further, the jurisdiction of CAS derives from Article 50(1) of FIFA’s Statutes (May 2024 Edition), as it determines as follows:

“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 CAS is not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by the Parties.
39. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

40. The time limit for submitting a statement of appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the CAS Code and Article 50(1) of the FIFA’s Statutes (May 2024 Edition). The Statement of Appeal was filed by the Appellant on 23 October 2024, i.e. 21 days after the FIFA DRC communicated the Appealed Decision to the Parties on 2 October 2024, hence within the time limit.
41. The appeal complied with all other requirements of Article R48 of the CAS Code.
42. Consequently, the Sole Arbitrator finds that the Player’s appeal is admissible.

VII. APPLICABLE LAW

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

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

44. The Appealed Decision was issued by the FIFA DRC in accordance with Article 49, paragraph 2, of the FIFA Statutes, which 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.”

45. With regards to the issue of which law shall apply subsidiarily, the Panel notes that whilst the Parties’ choice of law, as stated in Articles 8 and 12 of the Contract, is partly the laws of Kazakhstan and partly *“the Code, the regulatory documents of the KFF, JF, FIFA and UEFA”*, Article 49(2) of the FIFA Statutes (2024 edition) states that CAS *“shall additionally”*, i.e. in addition to the primarily applicable law, apply Swiss law. As such, the Sole Arbitrator must decide if the choice of law as stipulated

in the Contract, or Swiss law, as the indirect choice of law stipulated in the FIFA Statutes, shall apply subsidiarily.

46. This issue has been addressed by Professor Ulrich Haas in his article “Applicable law in football-related disputes: The relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law”, published in CAS Bulletin 2015/2, p. 14 et seq.:

“This view, which ignores the reference in Art. 66 (2) of the FIFA Statutes, is contradicted by the clear wording of Art. R58 of the CAS Code. In appeal arbitration proceedings this provision assumes that the federation regulations take precedence. Consequently, the rules and regulations of a federation also take precedence over any legal framework chosen by the parties – e.g. – in their contract. If, therefore, the federation rules provide that Swiss law is to be applied additionally (to the rules and regulations of FIFA) then this must be complied with by the Panel. To this extent the Swiss law referred to in Art. 66 (2) of the FIFA Statutes is part of the – according to Art. R58 of the CAS Code – mandatorily applicable rules and regulations of the federation.

(...) [T]he purpose of the reference to Swiss law in Art. 66 (2) of the FIFA Statutes is to ensure the uniform interpretation of the standards of the industry. Under Art. 66 (2) of the FIFA Statutes, however, issues that are not governed by the RSTP should not be subject to Swiss law. (...) This leaves a clear, but small scope of application for the subsidiary applicable law chosen by the parties. In fact this affects all matters that are not addressed in the FIFA rules and regulations and that are therefore not regulated. However, such matters do not require the globally uniform application of the law and thus – since they are not part of the standards of the industry set by FIFA – they can be left to the autonomy of the parties.”

47. The Sole Arbitrator concurs with the considerations of Professor Haas and holds that Swiss law, as referred to in the FIFA Statutes, shall apply additionally, in case of any lacuna in the FIFA Regulations. Issues not regulated in the FIFA regulations shall be decided according to the law chosen by the Parties.
48. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA. Swiss law shall be considered subsidiarily in case of lacuna in the various regulations of FIFA. The laws of Kazakhstan shall apply to issues not regulated in the FIFA regulations.

VIII. PRELIMINARY ISSUE – ADDITIONAL SUBMISSION AND EVIDENCE

49. On 21 March 2025, the Player submitted a reply and requested two additional exhibits to be admitted to the case file. The Club subsequently objected to the reply and to the request to file new evidence.

50. The Sole Arbitrator notes that as the Club objected to the Player's reply and request to file new evidence, the reply and the new evidence filed by the Player may only be admitted on the basis of exceptional circumstances, pursuant to Article R56 of the Code.
51. In accordance with CAS case law, hereunder CAS 2015/A/4220 (paragraph 65), if the evidence in question existed already before the time limit to file the evidence but was discovered thereafter, this would constitute an exceptional circumstance only if the said evidence could not have reasonably been discovered and produced in time for the filing. The exhibits in question were two letters sent by email from the Player to the Club in October 2023. As such, it must be assumed that the exhibits were available to the Player before the time limit to file the Appeal Brief expired.
52. Having taken into consideration the Parties' arguments, the Sole Arbitrator finds that the Player has failed to establish exceptional circumstances based on which the reply and the evidence filed on 21 March 2025 should have been admitted to the case file.
53. Against this background, the Player's request to file an additional submission and new evidence, filed on 21 March 2025, was dismissed.

IX. THE MERITS

54. The Sole Arbitrator notes that FIFA DRC, in the Appealed Decision, concluded that the Club was liable to pay to the Player the total amount of KZT 86,613 as outstanding remuneration, and that this part of the decision has not been appealed by any of the Parties. As such, this operative part of the Appealed Decision is already final and binding upon the Parties.
55. The main issue to be resolved by the Sole Arbitrator is whether the Player is entitled to moral damages or compensation deriving from the injury she suffered.
56. Before turning to these issues, the Sole Arbitrator notes that the Parties have different views concerning the facts of the case. In this regard Article 8 of the Swiss Civil Code provides with respect to burden of proof that: *"Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right."*
57. This principle has been applied in previous CAS awards, for example in the case CAS 2020/A/6796, where the panel stated as follows (paragraph 98).:

"[I]n CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence"

58. In this respect, pursuant to Article 8 of the Swiss Civil Code, it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon.
59. It remains undisputed that the Contract was concluded on 11 April 2023 for the term 11 April 2023 until 11 October 2023. The Sole Arbitrator notes that there are no indications that the Parties had agreed, or even discussed, an extension to the employment relationship, and holds that the Contract expired on 11 October 2023, regardless of the document signed by the Player on the same day, which only served to confirm that the Contract had expired.
60. Regarding the Player's claim that following the Player's injury, the Club was obliged to offer the Player a contractual extension, guaranteeing her position until her full recovery, the Sole Arbitrator notes that the Player's claim in this regard is based on Article 52 paragraph 20 of the Kazakhstan Labor Code, which is not applicable to the dispute at hand, termination of contracts being extensively addressed in FIFA regulations. However, for the sake of completeness, the Sole Arbitrator notes that Article 52 paragraph 20 of the Kazakhstan Labor Code regulates grounds for termination at the initiative of the employer. As the Contract ended due to the expiration of its term, the termination cannot be considered as being a consequence of the Club's initiative, and as such, Article 52 paragraph 20 of the Kazakhstan Labor Code is not relevant. Article 49 paragraph 2 of the Kazakhstan Labor Code states that "*expiry of the term of the employment contract*" is a valid ground for termination of an employment contract. A similar clause is implemented in Article 7.1.2 of the Contract, which stipulates that expiration of the Contract is a valid ground for termination.
61. Against this background, the Sole Arbitrator holds that the Contract validly expired on 11 October 2023, and that the Player's claim that the Club was obliged to offer the Player a contractual extension must be dismissed. Since the Contract validly expired on 11 October 2023, it is not necessary for the Sole Arbitrator to consider the Player's claim that she terminated the Contract with just cause on 14 October 2023. Her request that the Club be, as a consequence, be ordered to pay her three working days shall thus be dismissed.
62. Turning to the issue of whether the Player was entitled to to be compensated for damages and losses deriving from the Player's injury, the Sole Arbitrator notes that Article 2.1 of the Contract stipulates that the Player has certain rights, hereunder "[o]ccupational safety and health", "[c]ompensation for damage caused to health in connection with the performance of work duties" and "[i]nsurance against accidents in the performance of work duties".
63. With regards to the Player's claim that Article 2.1 of the Contract entitles the Player to be compensated for damages and losses deriving from the Player's injury, the Sole Arbitrator notes that whilst the Player sustained an injury on 6 October 2023, the Contract, as noted above, validly expired five days later, on 11 October 2023.

64. In general, in accordance with FIFA RSTP Article 13 and the principle of *pacta sunt servanda*, parties to a contract are obliged to honour their contractual obligations until the contractual term expires. In this regard, the FIFA RSTP Commentary (2023 edition) states as follows (page 125):

“Like any other fixed-term contract, a contract between a professional and a club will be terminated naturally when the term expires, after which both parties are usually considered free from any contractual obligations (presuming that all obligations have been met) to each other unless they agree to continue their contractual relationship by signing a new contract (or by extending the term of their current contract).”

65. Applying these principles to the case at hand, the Club’s contractual obligations towards the Player, in principle, ended with the expiration of the Contract, on 11 October 2023. As such, the issue to be resolved by the Sole Arbitrator is whether the Player, during the contract period, acquired the right to compensation for damages and losses deriving from the Player’s injury.
66. With regards to the Player’s claim for compensation for the absence of insurance, and damages and losses deriving from the injury, the Sole Arbitrator notes that Article 2.1.2 of the Contract, entitles the Player to “[o]ccupational safety and health”, whilst Article 2.1.8 of the Contract, entitles the Player to “[c]ompensation for damage caused to health in connection with the performance of work duties” and Article 2.1.10 of the Contract gives the Player the right to “[i]nsurance against accidents in the performance of work duties”. These provisions clearly imply that the Player will be entitled to compensation if sustaining an injury that prevents her from performing her work duties. As the Player indeed sustained an injury that prevented her from performing her work duties, the Sole Arbitrator holds that the conditions for the Player’s entitlement to compensation are met and that the Player, in principle, is entitled to compensation.
67. The Sole Arbitrator further notes that the abovementioned articles do not specify to what extent the Player would be entitled to damages following the injury she sustained. In particular, it remains unclear how a compensation should be calculated, hereunder which damages that is covered by the articles and if the compensation should cover damages that are still occurring after the expiration of the Contract.
68. As such, the Sole Arbitrator must assess to what extent the Contract obliges the Club to compensate the Player for damages following the Player’s injury. The English translation of Article 18 paragraph 1 of the Swiss Code of Obligations (“SCO”) provides as follows regarding interpretation of contracts:

“When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement”.

69. Furthermore, as held by the CAS panel in CAS 2005/A/871, the interpretation of a contract, in accordance with Article 18 paragraph 1 of the SCO, shall take into account as follows (paragraph 4.30 et seq.):

“the parties’ common intention must prevail on the wording of their contract. If this common intention cannot be determined with certainty based on the wording, the judge must examine and interpret the formal agreement between the parties in order to define their subjective common intention (WINIGER B., Commentaire Romand – CO I, Basel 2003, n. 18-20 ad Art. 18 CO). This interpretation will first take into account the ordinary sense one can give to the expressions used by the parties and how they could reasonably understand them (WINIGER B., op. cit., n. 26 ad art. 18 CO; WIEGAND W., Obligationenrecht I, Basel 2003, n. 19 ad art. 18 CO) (...) Unclear declarations or wordings in a contract will be interpreted against the party that drafted the contract (ATF 124III 155, 158, consid. 1b): It is of the responsibility of the author of the contract to choose its formulation with adequate precision (In dubio contra stipulatorem – WINIGER B., op. cit., n. 50 ad 18 CO). Moreover, the interpretation must – as far as possible – stick to the legal solutions under Swiss law (ATF 126 III 388, 391, consid. 9d), under which the accrued protection of the weakest party (CAS 2005/A/871, pg. 19, para. 4.30)”

70. The principles of interpretation in accordance with Article 18 paragraph 1 of the SCO as held by the CAS panel in the abovementioned case have been confirmed by numerous CAS panels since, hereunder CAS 2021/A/7909 where the sole arbitrator stated as follows:

“the interpretation of a contract in accordance with Article 18.1 Swiss CO aims at assessing the intention the parties had when they concluded the contract. In determining the intention of the parties it is necessary to look first to the words actually used or the conduct engaged in. However, the investigation is not to be limited to those words or the conduct even if they appear to give a clear answer to the question. In order to go beyond the apparent meaning of the words or the conduct by the parties, due consideration is to be given to all relevant circumstances of the case. This includes the negotiation, any subsequent conduct of the parties and usages.”

71. Taking these principles into account, the issue of to what extent the Player, pursuant to Articles 2.1.2, 2.1.8 and 2.1.10 of the Contract, is entitled to compensation following the injury she sustained, must primarily be determined considering the “*real common intention of the parties*” pursuant to Article 18 paragraph 1 of the SCO. When determining the real intention of the parties, all relevant circumstances of the case may be taken into account, hereunder that unclear declarations and wordings must be interpreted against the party that drafted the contract (see, for instance, CAS 2008/A/1518, para. 46), in this case the Club.
72. The Sole Arbitrator notes that there are no indications that the Parties, when agreeing on the wording of the Contract, at any point discussed or addressed the extent of the

Player's rights pursuant to Articles 2.1.2, 2.1.8 and 2.1.10 of the Contract. Taking into consideration that the Contract was drafted by the Club, the Sole Arbitrator finds that the Parties did not intend to limit the compensation due to the Player, hereunder that the Club's obligation to pay compensation following the Player's injury is not limited by the expiration of the Contract.

73. The Player claims that she has suffered KZT 3,219,000 in damages following the injury, based on her salaries during her employment relationship with the Club and that she was unable to perform work duties during the period 11 October 2023, the termination date of the Contract, until 14 September 2024 when she allegedly recovered from the injury. The Player further alleges that the Club, contrary to its obligation, would have failed to provide her with a proper insurance, that she would have been entitled to her full salary until her recovery if the Club would have fulfilled its obligation and that she did not have any income during the year of her rehabilitation. In support of these allegations the Player *inter alia* refers to clauses 2.1.2, 2.1.8 and 2.1.10 of the Contract and provides her Bank Statements.
74. The Sole Arbitrator notes here that it was indeed the Club which was contractually obliged to insure the Player. However, while the Club alleged that the Player should have stayed in Kazakhstan and applied for temporary incapacity, the Club did not establish, and not even sustain, that it would have contracted any social insurance for the Player entitling her to social benefits.
75. The Sole Arbitrator however also notes that the Player did not establish that she was unable to work until 14 September 2024 but only until 11 August 2024, since according to the document produced on file it was recommended that she rejoin professional football 8-9 months, after the surgery performed on 11 December 2023 (*cf. supra* para. 11).
76. In light of the above, the Sole Arbitrator holds that the Player has established that she has suffered damages in the amount of KZT 2,900,000 (KZT 290,000 x 10 for the period between 11 October 2023 until 11 August 2024) following the injury, and that she is, pursuant to Articles 2.1.2, 2.1.8 and 2.1.10 of the Contract, entitled to such amount as compensation.
77. With regards to the Player's request for compensation based on its guarantees and commitments related to social allowance, the Sole Arbitrator notes that the Player could in any event not be compensated twice for the same damage and that she did not establish any damage in this respect which would not already be covered by the payments ordered by FIFA and by the compensation KZT 2,900,000 granted above.
78. Against this background, the Sole Arbitrator holds that the Player is not entitled to any further compensation related to social allowance.
79. With regards to the Player's claim for moral damages the Sole Arbitrator notes that such claim is unsubstantiated and lacks legal basis. As such, the Sole Arbitrator finds that the Player's claim for moral damages must be dismissed.

80. Against this background, the Sole Arbitrator holds that the Player is entitled to compensation in the total amount of KZT 2,900,000, in addition to the amount she was awarded as outstanding remuneration in the Appealed Decision, and that she is not entitled to any further compensation.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 23 October 2024 by Anyuta Galstyan against the decision issued on 2 October 2024 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is partially upheld.
2. The decision passed on 2 October 2024 by the Dispute Resolution Chamber of the Football Tribunal of the *Fédération Internationale de Football Association* is confirmed, except for paragraph 3 of the operative part, which is partly amended as follows:
 3. The Respondent, Okzhetpes, must pay to the Claimant the following amount(s):
 - KZT 31,808 as outstanding remuneration plus 5% interest p.a. as from 12 October 2023 until the date of effective payment;
 - KZT 54,805 as outstanding remuneration plus 5% interest p.a. as from 12 October 2023 until the date of effective payment;
 - KZT 2,900,000 as compensation.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 August 2025

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator