



**TAS / CAS**

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

**CAS 2024/A/10491 Mathias Antonsen Normann v. FC Dynamo Moscow**

**CAS 2024/A/10492 FC Dynamo Moscow JSC v. Mathias Antonsen Normann & Al Raed**

**CAS 2024/A/10493 Al Raed Sport Club v. FC Dynamo Moscow**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

**President:** Mr. Jordi **López Batet**, Attorney-at-Law, Barcelona, Spain

**Arbitrators:** Mr. Mark **Hovell**, Solicitor, Manchester, United Kingdom  
Mr. Emin **Özkurt**, Attorney-at-Law, Istanbul, Turkey

**in the consolidated arbitration proceedings between**

**Mathias Antonsen Normann**, Norway

Represented by Mr. Loizos Hadjidemetriou, Nicosia, Cyprus

**Appellant in CAS 10491 / Respondent in CAS 10492**

**FC Dynamo Moscow JSC**, Russia

Represented by Mr. Dmitrii Dubovskikh and Ms. Lizaveta Kabelskaya, Moscow, Russia

**Appellant in CAS 10492 / Respondent in CAS 10491 and CAS 10493**

**and**

**Al Raed Sport Club**, Saudi Arabia

Represented by Mr. Pedro Macieirinha, Vila Real, Portugal

**Appellant in CAS 10493 / Respondent in CAS 10492**

**I. THE PARTIES**

1. Mathias Antonsen Normann (the “Player”) is a Norwegian professional football player.
2. FC Dynamo Moscow JSC (“Dynamo Moscow”) is a Russian professional football club affiliated with the Russian Football Union (“RFS”), which in turn is registered with the *Fédération Internationale de Football Association* (“FIFA”).
3. Al Raed Sport Club (“Al Raed”) is a Saudi Arabian professional football club affiliated with the Saudi Arabian Football Federation (“SAFF”), which is in turn registered with FIFA.
4. The Player, Dynamo Moscow, and Al Raed are jointly referred to as the “Parties”.

**II. FACTUAL BACKGROUND AND THE PROCEEDINGS OF FIRST INSTANCE**

5. Below is a summary of the main relevant facts, as established based on the Parties’ written submissions, the hearing and the evidence examined in the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

**A. Background Facts**

6. On 31 December 2019, the Player entered into an employment agreement with the Russian football club FC Rostov, effective from that date until 31 December 2024.
7. On 28 August 2021, the Player and FC Rostov entered into another employment agreement, valid from 1 January 2025 until 31 December 2025.
8. On 30 August 2021, the Player, FC Rostov and the English football club Norwich City FC (“Norwich City”) entered into a loan transfer agreement, through which the Player was temporarily transferred to Norwich City until 30 June 2022.
9. In February 2022, the war conflict between Russia and Ukraine started.
10. In March 2022, FIFA amended the Regulations on the Status and Transfer of Players (the “RSTP”) implementing Annexe 7, which, *inter alia*, granted foreign football players and coaches the right to suspend their employment contracts with Russian and Ukrainian clubs.
11. On 24 June 2022, the Player notified FC Rostov of the suspension his employment agreement with the club in accordance with Annexe 7 of the FIFA RSTP, until 30 June 2023.

12. On 26 August 2022, Dynamo Moscow and the company “SILA International DMCC” signed an Intermediary Services Agreement by means of which the former hired the latter to provide intermediary services regarding hiring the Player, upon payment of *inter alia* a fee of EUR 253,847 plus Russian VAT.
13. On 2 September 2022, the Player requested FC Rostov to reinstate the employment agreement with the club as of that date, and on the same day, the Player, FC Rostov and Dynamo Moscow entered into a loan transfer agreement (the “Loan Agreement”) by means of which the Player was temporarily transferred to Dynamo Moscow until 20 August 2023. A fixed loan fee of EUR 1,000,000 plus a conditional fee of EUR 250,000 had to be paid by Dynamo Moscow to FC Rostov.
14. Article 4 of the Loan Agreement reads in the pertinent part as follows:

*“[...] The Player explicitly and irrevocably waives his right to suspend his employment with FC Dynamo during the Loan period under the provisions of the Annexe 7 of FIFA RSTP.”*
15. On 5 September 2022, the Player signed an employment agreement (the “Employment Agreement”) with Dynamo Moscow, effective from that date until 20 August 2023.
16. Articles 2.3 and 2.4 of the Employment Agreement read as follows:

*“2.3 The Footballer is aware of the FIFA’s decision to implement Annexe 7 to the FIFA RSTP, which entitles foreign employees to temporarily suspend their employment with Russian clubs. Upon signature of this Agreement, without prejudice to the validity of the Agreement throughout its term in general, the Footballer explicitly renounces (waives his right to) such a suspension of the Agreement. This is a material condition, without which the Club would not have concluded this Agreement.*

*2.4 The Parties explicitly state that for the sake of this Agreement the ongoing military conflict between Russia and Ukraine shall not constitute a force majeure or a just cause or any other justification whatsoever for unilateral termination or suspension of the Agreement by the Footballer. This is a material condition, without which the Club would not have concluded this Agreement.”*
17. Article 7 of the Employment Agreement stipulates the following:

*“7.1. Throughout the term of the Agreement the Club shall pay the Footballer the monthly position salary of 300.000 (Three hundred thousand) rubles. The position salary shall be subject to deductions provided by Russian legislation. The position salary shall be subject to personal income tax as well as other compulsory deductions and payments.*

*7.2. The Footballer’s salary shall be paid in two equal statements: 50% of the monthly position salary - on or before 20<sup>th</sup> day of a current month, and the remaining amount - on or before 20<sup>th</sup> day of the subsequent month.”*
18. Appendix no. 1, Section 2 of the Employment Agreement outlines the following:

*“2. The Club shall pay the Footballer for the period from the date on which he receives a valid work permit and through the end date indicated in Article 5 of the Agreement:*

*2.1. a monthly income calculated on the basis of the amount of overall income (lump sum) for the definite term (as set out in clause 5 of the Agreement) of EUR 2,353,000 (two million three hundred fifty-three thousand euros).*

*The monthly income consists of the monthly position salary (cf. clause 7.1. of the Agreement) and incentive payment for the Footballer’s proper fulfillment of his obligations, calculated according to the Code of conduct for professional football player. The monthly incentive payments hereunder shall be calculated as a difference between the Footballer’s monthly income (cf. clause 2.1. of this Appendix) and the monthly position salary (cf. clause 7.1 of the Agreement). The monthly incentive payment shall be paid to the Footballer in full amount only if he has not breached his obligations. In case of a breach by the Footballer the amount of the monthly incentive payment may be reduced by the Club according to the Code of conduct for professional football player (Annex 3 to the Agreement).*

*The amount of the overall income of the Footballer for the definite term (as set out in clause 5 of the Agreement) includes average earnings for the vacation period and in other cases when the employee retains the average earnings in accordance with the applicable law.*

*The monthly income under this clause 2.1. shall be paid in equal monthly installments. The monthly income shall be paid within time periods determined by the Club.*

*For avoidance of doubt, the Footballer’s total remuneration under this clause 2.1. shall never exceed EUR 2,353,000 (two million three hundred fifty-three thousand euros) for the definite period of time as set out in clause 5 of the Agreement.*

*2.2. Team bonuses - to be approved (or not) by the Club at its own discretion. The team bonuses to the Footballer, if any, as well as any individual bonuses and loyalty fee enlisted in this Appendix, may be not paid, or their amount may be decreased, in case the Footballer breaches his labor obligations under the Agreement or under the Code of conduct for professional football player and/ or terminates the Agreement before its end date set forth in article 5 of the Agreement. No payment of the team result bonus (team performance bonus) of the Club’s first team in any competition shall be payable to the Footballer if he leaves the Club before the end of the corresponding sporting season, unless otherwise defined by the Club in writing.”*

19. Article 11, paragraph 1 of the Employment Agreement reads as follows:

*“If any dispute relating to the Agreement arises between the Parties, it shall be settled through negotiations. If the dispute is not settled by the Parties, it shall be submitted to FIFA jurisdictional bodies in accordance with FIFA regulations. Any final decision of the FIFA bodies to the dispute between the Parties can be appealed to the exclusively to the Court of Arbitration for Sports.”*

20. At the beginning of June 2023, the Player left Russia for the summer holidays.

21. On 26 June 2023, Dynamo Moscow wrote to the Player, taking note of his absence from the club’s pre-season and requested the Player to explain his absence by the following day.

22. On 30 June 2023, Dynamo Moscow decided to reduce the monthly incentive of the Player corresponding to June 2023 by EUR 204,608.70 due to his absence from the club's pre-season, in application of the relevant provisions of the Employment Agreement.
23. On 5 July 2023, the Player's legal counsel sent a letter to Dynamo Moscow, which in the relevant part reads as follows:

*"[...] As well known for Dynamo Moscow (hereinafter the "Club"), the Club concluded a tripartite agreement with Rostov and the Player for the 2022/23-season, from 6 September 2022 until 20 August 2023.*

*By the time of the conclusion of the tripartite loan agreement, the Player had the possibility to unilaterally suspend the employment contract with Rostov in accordance with the FIFA RSTP Annexe 7, due to the ongoing conflict in Russia/Ukraine. However, by that time, the Player felt sufficiently safe to stay in Russia, after which the abovementioned tripartite agreement was concluded for one contractual year.*

*Due to the Players decision to stay in Russia for the 2022/23-season, he is now prevented from making use of the FIFA RSTP Annexe 7 for the upcoming season, based on the amendments made by the FIFA Bureau of Council, expressed in its Circular no. 1849, dated 22 May 2023.*

*Firstly, the Player disagree with the amendments made by FIFA to the Annexe 7, given that players were never informed of those consequences. Should the player have known that by staying in Russia to comply with his contract he – at a later stage – would not have the possibility to suspend the contract if the situation on Russia deteriorated, he might have decided differently.*

*Secondly, the situation in Russia has since May 2023 evolved rapidly in an unfortunate and uncertain direction, a situation clearly not foreseen by FIFA when amending FIFA RSTP Annexe 7 in May this year. The current events with the ongoing tension in Russia are a new situation and circumstance, which have caused the Player to feel unsafe and to fear for his own life. For the record, we are aware of paragraph 2.4 in the labor agreement which is related to the military conflict between Russia and Ukraine, and not the ongoing conflict in Russia.*

*The feeling of fear was amplified when the Player had to return to Moscow last week, as he met a city completely changed from what he left before the summer holiday. We do not find it necessary to elaborate on this any further, as the Club is well known with the current situation in Russia. That said, it shall be mentioned that the current events in Russia was the reason why the Player was reluctant to return to the Club last week. However, he felt that he had no other choice after receiving the Club's notice, dated 26 June 2023.*

*Further it shall be mentioned that the Ministry of Foreign Affairs in Norway now strongly advises against all travels to Russia, due to the ongoing situation in the country. This is clearly contributing to the fear and uncertainty the Player is experiencing.*

*To our understanding, the current situation in Russia clearly is an event of force majeure. There is an ongoing tension beyond the parties' control. A tension which can escalate quickly. There is an event which the parties could not reasonably provided against before entering into the contract. An event which could not reasonable have been avoided or overcome, and which is not attributable to any of the parties.*

*The current situation has an uncertain outcome, making it impossible for the Player to conduct his services as a footballer in a safe and stable environment. The Club are not in a position where they can guarantee for the Players health and safety due to the current circumstances and the Player express great concern for his welfare and life.*

*Even though we are of the clear opinion that the current situation legitimates a unilateral termination of the contract, we address this matter in an attempt to find an amicable solution with the Club and Rostov. The latter is included due to the concluded tripartite agreement between the parties and Rostov has been addressed on the same matter.*

*Due to the current events and circumstances and that our main priority should be to do our utmost to protect employees and to guarantee a safe working environment, we trust we can find a common ground on this matter.*

*As a final, yet important note. It has come to our knowledge that the Club has yet to pay to the Player his monthly remuneration for the month of June, which is overdue. The Player informs us that he on 4 July 2023, was presented a document after which the Club requested the Player to renounce his right to said remuneration, apparently due to his absence for three days. We kindly request the Club to proceed with payment of the outstanding dues, according to the employment contract.”*

24. Following the events outlined above, a conference call was held on 7 July 2023 between the Player’s representatives and Dynamo Moscow.

25. On the same day, the Player’s legal counsel sent an email to Dynamo Moscow stating, in its relevant part, the following:

*“[...] Thanks for the meeting and the fruitful discussion on a difficult matter. As for the deduction of incentive payment, Mathias accepts a deduction by 50% as proposed by the club. Thank you for being cooperative in this matter.”*

26. On 11 July 2023, Dynamo Moscow replied to such email as follows:

*“Dear Eirik, good evening,*

*I am planning to come to the training center tomorrow. I will then ask Mathias to sign cancellation of the 100% deduction, as well as his written consent to transfer 50% to the endowment foundation of the Club’s academy. I hope we will close the issue upon signature of those documents.*

*Same as discussed earlier during our call, we strictly comply with all the mandatory UEFA and RFU licensing criteria, so we are confident on taking all the necessary measures to provide safe and healthy environment for our players. There is nothing preventing us from compliance with our obligations towards Mathias as per his employment contract. Hence, we expect the same from the player, given the upcoming start of the RPL season. [...]”*

27. On 12 July 2023, the Player signed a statement in which he accepted that Dynamo Moscow had the right to apply a reduction in his monthly incentive payment of June 2023

due to his absence and agreed on a reduction of 50% of such incentive payment (i.e. EUR 102,304.50).

28. Also on 12 July 2023, the Player's counsel sent an e-mail to Dynamo Moscow which in the pertinent part reads as follows:

*"[...] I have informed Mathias that you will meet him at the training facilities today regarding the outstanding dues, ref. your email below.*

*As also discussed during our call, it would be appreciated if Dynamo, as soon as possible, could inform us and Rostov, if Dynamo at this stage has determined to not make use of the buy-out clause. [...]"*

29. On 30 July 2023, the Player's counsel sent another email to Dynamo Moscow, stating the following:

*"I allow myself to follow up on the situation for Mathias due to its frightening and terrifying development.*

*As you probably are fully aware of, new drone attacks happened in the city of Moscow last night. One attack occurred approximately 50 – 100 meters away from Mathias home, 10 meters from the Supermarket which Mathias use regularly! We have seen videos from the attack which is disturbing. As previous held, and which now is amplified by last night attack, is the ongoing situation, which is beyond the parties' control, something that cause great concern for the life of Mathias.*

*We appreciate the clubs' previous guarantees that you will take all necessary measures to provide for a safe and healthy environment for your players. However, when an explosion occurs less than 100 meters from the home of Mathias, where he was asleep, on what seem to be a random building, the club is not in a position where any guarantees can be given. Media reports also informs us that new attacks can be expected.*

*As mentioned, has this attack clearly amplified an already existing fear for his own life, and we find the situation unsustainable. Due to the urgency of the matter and the need to put life before football, we kindly ask the club to be open to discuss an early termination.*

*We kindly ask for you quick respond hereto."*

30. On 1 August 2023, Dynamo Moscow replied to such email as follows:

*"First of all, the club upholds its intention to continuously take all the necessary measures to provide the player's with a safe working environment. Of course, we are aware of the incident that took place on Sunday, when something (assumingly a drone) wrecked into an office building. We suggest however to abstain from any appraising before the state authorities determine the nature and the reason of this – with no doubt unpleasant – occasion. To make it more comfortable and safe for Mathias, we may suggest him our assistance to promptly find an apartment in another city district or in Khimki district (i.e. close to the club's training premises, where most of the team's players live).*

*Following your request for early termination, same as before, we believe there is no valid reason thereto for now. We understand the player's concern raised and will be happy to provide him with all the necessary assistance to make him feel absolutely safe.*

*As a side note and without prejudice to the above, as the player is fully aware, the sole holder of 100% of federative and registration rights to the player is FC Rostov. Therefore we suggest to discuss with our colleagues from the said club first any possibility regarding early loan termination.*

*Still, we remain available for further communication.”*

31. On 3 August 2023, the Player unilaterally terminated his employment with Dynamo Moscow. The communication of termination sent by the Player's representative reads as follows:

*“We refer to our previous correspondence, both in writing and orally, regarding the ongoing and highly uncertain situation in Russia. A situation which now has escalated to a level that makes a continuation of the employment relationship with Dynamo Moscow (the “Club”) impossible.*

*Due to the fact that the Player also have an employment contract with Rostov, where he, according to the tripartite loan agreement should return on 21 August 2023, and also based on the fact that the Club, in its email of 31 July 2023, informed us that it would go in dialogue with Rostov for a possible early termination of the loan agreement - we found it necessary to discuss the ongoing situation with Rostov first, in an attempt to find an amicable solution. Rostov couldn't arrange for a meeting before today, 3 August 2023. Unfortunately, the meeting with Rostov did not lead to an amicable solution, and to our surprise we were informed that the Club had not been in contact with Rostov to discuss a possible early termination.*

*We hereby inform the Club that Mr. Mathias Normann (the “Player”) unilaterally terminate the employment relationship with the Club with immediate effect – with just cause.*

*By our latest correspondence, dated 30 July 2023, we informed the Club on the most recent developments, even though it was well-known for the Club. On the night of Sunday, 30 July 2023, the city of Moscow was attacked by drones, after which one of these explosions occurred approximately 50 – 100 meters away from the home of the Player.*

*On the night to Tuesday, 1 August 2023, a new drone attack hit the very same building! The explosion woke up the Player. These two incidents clearly shook the Player. According to media sources several other drones shall have been shot down before they reached the city of Moscow. To our understanding, this has been verified by Russian media as well.*

*As also well known for the Club we have previously requested an acceptance for early termination of the loan agreement due to the ongoing tension and conflict in Russia. This request was repeated by our email dated 30 July 2023, sent shortly after the attack on the same day. Unfortunately, no acceptance for such early termination has been received, despite the abovementioned events, and despite the fact that the existing loan agreement expires in approximately two weeks. REF. FPSD-12510*

*By your email of 1 August 2023, the Club once again reiterate its position. Although the Club acknowledged that there was an “incident” on 30 July 2023, it appears that the Club will not acknowledge that this attack, or any other attacks, can be contributed to the ongoing conflict.*

*Further, it appears that the Club do not acknowledge the Players own experiences. Thus, it seems impossible to find a common understanding of the realities, and hence impossible for further dialogue.*

*As referred to above, the Club suggested to discuss a possible early termination with your colleagues in Rostov, who is the holder of the federative and registration rights of the Player. As mentioned, Rostov informed us today, that no concerns about the Player had been raised or any discussions regarding a possible early termination with the Club had found place. We cannot see that any of the clubs, neither Dynamo, nor Rostov is doing anything to ensure the life and well-being of the Player, which presumable is caused by the fact that the parties have a very different understanding of the realities, including possible danger, in Russia.*

*The current situation is unbearable for the player. The attacks of Sunday and Tuesday confirm that the situation and the ongoing conflict has escalated to a level where the player no longer can feel safe and where he expresses great concern for his own life. The development is both dangerous and unpredictable, as it is impossible to know where or when a new attack can be expected in the region.*

*The Club has previously stated that it is confident that it will take all necessary measures to provide a safe and healthy environment for the players. The same message was received by your email as of 1 August 2023, where the Club also suggested to find a new apartment for the Player in a different region in the city of Moscow due to the attack which had occurred on Sunday. We appreciate the Clubs expressed willingness and desire to protect the Player. Unfortunately, it is not satisfactory, as the situation is clearly outside the parties` control. Either the Player, nor the Club knows where or when a new attack will be. Thus, moving to another district in the city of Moscow will not in any way contribute to the Player feeling safe.*

*The Club is unfortunately not in a position where it can guarantee for the Players health and safety. This is in our view confirmed by the fact that the Club now offers its assistance to move the Player to another district due to the unforeseeable attacks which has occurred and also by the message the Player received on 30 July 2023, from an administrative employee at the Club, where she expressed concern and wrote the following: “Hi Mathias. How are you? I really hope you are safe and that the morning case did not affect you and your girlfriend”.*

*We are no longer in a position where the Player can just hope that everything will be ok, when several drone attacks has hit just outside his own home and when it is impossible to foresee the next hit.*

*As held in our letter dated 5 July 2023, and which are considerable amplified by the latest development, we are of the clear opinion that the current situation in Russia is an event of REF. FPSD-12510*

*force majeure. In our letter dated 5 July 2023, we argued that the tension could escalate quickly. Unfortunately, that has already happened, and verified sources indicates that it may escalate further.*

*To reiterate why we consider the matter to be an event of force majeure: The current and ongoing tension is beyond the parties' control. The tension has escalated quickly and can easily escalate further. There is an event which the parties could not reasonably provided against before entering into the contract. An event which could not reasonable have been avoided or overcome, and which is not attributable to any of the parties.*

*In this context we refer to the FIFA Circular no. 1849, dated 22 May 2023 and the FIFA RSTP Annexe 7, which is related to the war in Ukraine – and not the war in Russia. The now escalated situation in Russia was not foreseen by FIFA when they first made the amendments to the FIFA RSTP in March 2022 (Circular no. 1787 and Circular no.1788), nor when they later amended the RSTP by its Circular no.1849 in May this year.*

*Finally, we refer to the labor agreement concluded between the parties and its article 2.4. The article is included in the extension of article 2.3, referring to the FIFA RSTP Annexe 7, which do not concern a possible escalation of conflict in Russia. As previously held, the ongoing situation in Russia is a completely new element to the existing conflict between the countries and article 2.4 cannot be understood as a waiver to any possible event of force majeure related to the ongoing conflict. The Player is not in a position where he can risk his own life.*

*The situation in Russia, and Moscow especially, makes it impossible for the Player to conduct his services as a footballer in a safe and stable environment.*

*Despite our several attempts to find an amicable solution with the Club and even though the contract expires in only a few weeks, the Player need to protect himself from immediate danger. Thus, we see no other choice than to inform the Club that the Player by this notice must unilaterally terminate the contract with the Club with just cause, with reference to the abovementioned."*

32. On 4 August 2023, Dynamo Moscow contested the Player's unilateral termination of the Employment Agreement.
33. On 16 August 2023, the Player signed an employment agreement with the Saudi Arabian club Al Raed, effective from 21 August 2023 until 30 June 2025, with a remuneration of (i) monthly salary of USD 41,056 net from 21 August 2023 to 31 August 2023, payable by the last day of each month, (ii) monthly salary of USD 127,273 net from 1 September 2023 to 30 June 2024, payable by the last day of each month, (iii) monthly salary of USD 141,667 net from 1 July 2024 to 30 June 2025, payable by the last day of each month, (iv) a fixed payment of USD 300,000 net due on 1 September 2023 and (v) other benefits in kind
34. On 19 September 2023, Dynamo Moscow sent a letter to the Player, demanding compensation for breach of contract.
35. On 4 October 2023, the Player rejected Dynamo Moscow's claim, asserting that he had just cause to terminate the Employment Agreement.

**B. Proceedings before the Dispute Resolution Chamber of FIFA**

36. On 3 November 2023, Dynamo Moscow filed a claim against the Player and Al Raed before the FIFA Dispute Resolution Chamber (the “FIFA DRC” or the “DRC”), requesting, *inter alia*, to be determined that the Player terminated the Employment Agreement without just cause and, consequently, that he had to be held liable for paying Dynamo Moscow compensation in the amount of EUR 176,770.44 plus 5% interest *per annum* from 3 August 2023. Furthermore, Dynamo Moscow requested that Al Raed be held jointly and severally liable for the payment of the compensation, and that sporting sanctions were imposed on the Player and Al Raed.
37. The Player and Al Raed opposed to Dynamo Moscow’s claim. In addition, the Player, by way of a counterclaim, requested the FIFA DRC to order Dynamo Moscow to pay EUR 148,951 (outstanding salaries in the amount of EUR 46,951 net and the deduction of 50% of the incentive payment for the month of June 2023 applied by Dynamo Moscow, in the amount of EUR 102,000), plus 5% interest *per annum* from 3 August 2023.
38. On 22 February 2024, the FIFA DRC issued a decision resolving the dispute between the Parties (the “Appealed Decision”), which operative part reads as follows:
- “1. The claim of the Claimant/Counter-Respondent, FC Dynamo Moscow, is partially accepted.*
- 2. The Respondent 1/Counterclaimant, Mathias Antonsen Normann, must pay to the Claimant/Counter-Respondent EUR 101,059.10 as compensation for breach of contract without just cause plus 5% interest p.a. as from 3 August 2023 until the date of effective payment.*
- 3. The Respondent 2, Al Raed, is jointly and severally liable for the payment of the aforementioned amount.*
- 4. Full payment (including all applicable interest) shall be made by the Respondent 1/Counterclaimant and the Respondent 2 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 1/Counterclaimant shall be imposed with a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches.*
- 2. The Respondent 2 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.*
- 3. 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 six months or by the end of the three entire and consecutive registration periods.*

6. *The counterclaim of the Respondent 1/Counterclaimant is partially accepted.*
  7. *The Claimant/Counter-Respondent must pay to the Respondent 1/Counterclaimant EUR 46,951 net as outstanding remuneration plus 5% interest p.a. as from 3 August 2023 until the date of effective payment.*
  8. *Full payment (including all applicable interest) shall be made by the Claimant/Counter-Respondent to the bank account indicated in the enclosed Bank Account Registration Form.*
  9. *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 Claimant/Counter-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.*
  10. *The consequences outlined above shall only be enforced at the request of the relevant creditor in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
  11. *Any further claims of any of the parties are rejected.*
  12. *This decision is rendered without costs.”*
39. On 21 March 2024, the grounds of the Appealed Decision were notified to the Parties, which can be briefly summarized as follows:
- Dynamo Moscow failed to demonstrate that it paid the Player’s salary for July 2023 and the pro-rata salary for August 2023. The DRC thus concluded that the Player is entitled to the amounts claimed under such concept.
  - With regard to the amount of EUR 102,000 deducted from the Player’s salary of June 2023, the DRC noted that the Player’s representative, on behalf of the Player, explicitly accepted the 50% reduction as a disciplinary sanction for his absence and that the Player signed a statement agreeing to the reduction. The DRC found that the Player’s conduct was inconsistent with the principle of *venire contra factum proprium*, as he negotiated the fine and agreed to the reduction, leading Dynamo Moscow to believe the matter was settled.
  - The Player did not have just cause to terminate the Employment Agreement. The war was not unforeseen at the time the Player entered into the Employment Agreement and was an event specifically addressed in the Loan Agreement and in the Employment Agreement. The Player knowingly chose to remain in Russia

despite the conflict, waived the protection granted by Annexe 7 and thus could not rely on the war issue to justify termination. In such framework, the DRC rejected the Player's argument that it was impossible for him to fulfil his contractual obligations due to a force majeure event. The DRC explained that force majeure requires a new, unforeseen, and unexpected situation beyond the parties' control; the escalation of a pre-existing situation, albeit as severe as war, alone is not sufficient. Therefore, the DRC found that the Player committed breach of contract towards the Club.

- In consequence, the DRC determined that the Player had to pay the amount of EUR 101,059.10 as compensation for breach of contract, being this amount calculated bearing in mind (i) the average between the residual value of the Employment Agreement and the Player's new remuneration with Al Raed and (ii) the number of days comprised between the termination date and the Employment Agreement's end date (18 days), that is to say  $(121,358.20 + 80,760) / 2$ . The non-amortized loan fee and commission fee as claimed by Dynamo Moscow are not to be considered in the calculation of the compensation for breach as (i) Dynamo Moscow failed to provide evidence of payment of the relevant fees to both FC Rostov and the intermediary and (ii) the Employment Agreement was concluded for a period of slightly less than one year, but for a period overlapping the 2022/2023 and 2023/2024 seasons in Russia. As such, the DRC understood that Dynamo Moscow expected the Player to provide services for a full season, which the Player clearly did, except for 18 days in August 2023, so the fees and expenses incurred by Dynamo, if any (as they were not proven) were fully amortised.
- Furthermore, the DRC considered that Al Raed is jointly and severally liable for the payment of the aforementioned amount of compensation, in accordance with Article 17 paragraph 2 of the FIFA RSTP (ed. May 2023).

### III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

40. On 10 April 2024, Al Raed filed its Statement of Appeal before the Court of Arbitration for Sport (the "CAS") against Dynamo Moscow with respect to the Appealed Decision, with the following request for relief:

*"The Appellant hereby respectfully requests the Court of Arbitration for Sports to:*

- a) *Accept the present appeal against the Decision of the Dispute Resolution Chamber of FIFA Football Tribunal passed on 22 February 2024, REF. FPSD.12510 with the composition: Frans DE WEGER (The Netherlands), Chairperson, Tarek BRAUER (Germany), member; Johan VAN GAALEN (South Africa), member, which ruled (Exhibit 1):*

- 1. *The claim of the Claimant/ Counter-Respondent, FC Dynamo Moscow, is partially accepted.*

2. *The Respondent 1/ Counterclaimant, Mathias Antonsen Normann, must pay the Claimant/ Counter-Respondent EUR 101,059.10 as compensation for breach of contract without just cause plus 5% interest p.a. as from 3 August 2023 until the date of effective payment.*
3. *The Respondent 2, Al Raed, is jointly and severally liable for the payment of the aforementioned amount.*

(...)

6. *The counterclaim of the Respondent 1/ Counterclaimant is partially accepted.*
7. *The Claimant/ Counter-Respondent must pay to the Respondent 1/ Counterclaimant EUR 46,951 net as outstanding remuneration plus 5% interest p.a. as from 3 August 2023 until the date of effective payment.*

(...)

11. *Any further claims of any of the parties are rejected.*

b) *Set aside the Appealed Decision, as follows:*

b.1) *The Claimant's Request (FC Dynamo Moscow) for Relief shall be rejected.*

b.2) *The Respondent player (Mathias Antonsen Normann) have (sic) terminated the employment Agreement signed with the Claimant, with just cause considering the force majeure of the events.*

b.3) *The Respondent Club (Al Raed, Saudi Arabia) shall not be liable for the unilateral termination of the Employment Agreement signed between the Claimant (FC Dynamo Moscow) and the Respondent Player (Mathias Antonsen Normann).*

b.4) *The Respondent Club (Al Raed, Saudi Arabia) shall not be liable for inducement to the unilateral breach of the Employment Agreement signed between the Claimant (FC Dynamo Moscow) and the Respondent Player (Mathias Antonsen Normann).*

b.5) *The Respondent Club (Al Raed, Saudi Arabia) is not jointly nor severally liable for the payment of an adequate compensation to the Claimant.*

b.6) *The Respondent Club (Al Raed, Saudi Arabia) shall not be ordered to pay interest p.a. calculated over the amount of compensation.*

*If not so, subsidiarily;*

b.7) *Taken the special circumstances of the matter at hand into consideration, the compensation would be zero if the termination was considered to be without just cause:*

*b.8) But, even if not so, as the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”).*

*b.9) Finally, the Respondent Club (Al Raed, Saudi Arabia) shall not be imposed sporting sanctions.”*

41. In the Statement of Appeal, Al Raed requested the dispute be resolved by a Sole Arbitrator.

42. On 11 April 2024, the Player filed his Statement of Appeal before the CAS against Dynamo Moscow with respect to the Appealed Decision, with the following request for relief:

*“The Appellant requests CAS to:*

*1. Uphold the present appeal, set aside the decision of the FIFA DRC and declare that the Appellant terminated his employment relationship with just cause and is not liable to pay any compensation to the Respondent.*

*2. Alternatively to point 1 above, in case CAS concludes that the Appellant terminated the employment relationship without just cause, reduce the compensation which the FIFA DRC ordered the Appellant to pay to the Respondent, club FC Dynamo Moscow.*

*3. Order the Respondent to pay the procedural and all other costs arising out of the present proceedings and to reimburse the Appellant with the CAS Court Office Fee.*

*4. Order the Respondent to pay a contribution towards the Appellant’s legal fees incurred in connection with the present proceedings.”*

43. In the Statement of Appeal, the Player requested the dispute be resolved by a Panel of 3 arbitrators and appointed Mr. Mark Hovell as arbitrator in this case.

44. Also on 11 April 2024, Dynamo Moscow filed its Statement of Appeal before the CAS against the Player and Al Raed with respect to the Appealed Decision, with the following request for relief:

*“1. to declare the appeal admissible;*

*2. to acknowledge CAS jurisdiction over the present dispute;*

*3. to adopt an award varying:*

*A) the amount of the compensation payable by the Player and the Second Respondent to EUR 176 770,44 plus interest of 5% per annum from 03 August 2023, until the payment date (i.e. the amount previously requested before the Dispute Resolution Chamber of the FIFA Football Tribunal);*

*B) the amount of remuneration payable by the Appellant to EUR 22 685,09;*

*4. to set off the amount due to the Player by the Appellant against part of the compensation due to the Appellant by the Player and the Second Respondent;*

*5. to order the Player and the Second Respondent to pay whole CAS administrative costs, the costs and fees of the arbitrators or, more generally, the final amount of the costs of arbitration as per Article 64.4 of the CAS Code.”*

45. In the Statement of Appeal, Dynamo Moscow requested the dispute be resolved by a Panel of 3 arbitrators and appointed Mr. Emin Özkurt as arbitrator in this case.
46. On 18 April 2024, the CAS Court Office, by means of several letters, (i) notified FIFA of the appeals filed by the Parties and asked if it intended to participate as a party in the corresponding proceedings, which FIFA declined to do, (ii) informed the Player that Al Raed had filed an appeal against Dynamo Moscow regarding the decision rendered by the FIFA DRC on 22 February 2024 and invited the Player, if he was interested in participating as a formal party in such proceedings, to file an application to this effect with the CAS, together with the reasons, and (iii) notified the Parties that, in addition to their own appeal, two other appeals had been filed with respect to the Appealed Decision and invited them to inform the CAS Court Office whether they agreed to consolidate the three proceedings. None of the Parties objected to such consolidation.
47. On 29 April 2024, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had decided to consolidate the three CAS procedures and that, with respect to the number of arbitrators, she had decided to submit the procedures to a three-member Panel. In light of it, Al Raed was invited to inform the CAS Court Office whether it agreed with the joint nomination of Mr. Mark Hovell as arbitrator.
48. On 1 May 2024, Al Raed informed the CAS Court Office that it agreed with the joint nomination of Mr. Mark Hovell as arbitrator.
49. On 27 May 2024, Al Raed filed its Appeal Brief, with the following request for relief:
- “a. The Appealed decision shall be dismissed.*
- b. The Player terminated the employment contract with [Dynamo Moscow] with just cause.*
- c. [Al Raed] shall not be liable for the unilateral termination of the Employment Agreement signed between [Dynamo Moscow] and the Player.*
- d. [Al Raed] shall not be liable for inducement to the unilateral breach of the Employment Agreement signed between [Dynamo Moscow] and the Player.*
- e. [Dynamo Moscow] shall not be entitled to any compensation, nor in the amount of EUR 101 059.10 as compensation for breach of contract without just cause plus 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment.*

*f. [Al Raed] is not jointly nor severally liable for the payment of an adequate compensation to [Dynamo Moscow], nor in the amount of EUR 101 059.10 as compensation for breach of contract without just cause plus 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment.*

*g. [Al Raed] shall not be ordered to pay interest p.a. calculated over the amount of compensation, nor 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment.*

*If not so, subsidiarily:*

*f.1. Taken the special circumstances of the matter at hand into consideration, the compensation would be zero if the termination was considered to be without just cause:*

*f.2. But, even if not so, as the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigation Compensation”), that is, any compensation to [Dynamo Moscow] should not be higher than EUR 40 598,2 (EUR 121,385.20 – EUR 80,760).”*

50. On 30 May 2024, the Player filed his Appeal Brief, with the following request for relief:

*“i. Uphold the present appeal, set aside the part of the decision of the FIFA DRC that the termination was without just cause and declare that [the Player] terminated the CoE with just cause and is not liable to pay any compensation to [Dynamo Moscow].*

*ii. Alternatively to point (i), in case CAS concludes that the Appellant terminated the CoE without just cause, decide that he should not pay any compensation to [Dynamo Moscow].*

*iii. Alternatively to point (ii), in case CAS concludes that [the Player] terminated the CoE without just cause and he must pay compensation to [Dynamo Moscow], mitigate this compensation as much as possible.*

*iv. Order [Dynamo Moscow] to pay [the Player] the amount of EUR 102,000 which was cut and/or withheld from his June 2023 salary and/or which he was told to waive, plus legal interest.*

*v. Order [Dynamo Moscow] to pay the procedural and all other costs arising out of the present proceedings and to reimburse the Appellant with the CAS Court Office Fee.*

*vi. Order [Dynamo Moscow] to pay a contribution towards [the Player]’s legal fees incurred in connection with the present proceedings.”*

51. On 30 May 2024, Dynamo Moscow filed its Appeal Brief, with the following request for relief:

*“1. to declare the appeal admissible;*

*2. to acknowledge CAS jurisdiction over the present dispute;*

*3. to adopt an award exclusively varying the following amounts awarded by FIFA DRC Decision REF. FPSD-12510 passed on 22 February 2024:*

*A) the amount of the compensation payable by the Player and the Second Respondent to EUR 164 593,08 plus interest of 5% per annum from 03 August 2023, until the payment date;*

*B) the amount of remuneration payable by the Appellant to EUR 26 129,08 gross plus interest of 5% per annum from 03 August 2023, until the payment date, which shall be paid to the Player exclusively in case unamortized fees arising from the Transfer Contract and the Services Agreement are included in the compensation due to the Appellant under point A above;*

*4. as per paragraph 1 article 377 of the Swiss Civil Procedure Code to set off the amount due to the Player by the Appellant against part of the compensation due to the Appellant by the Player and the Second Respondent;*

*5. to order the Player and the Second Respondent to pay whole CAS administrative costs, the costs and fees of the arbitrators or, more generally, the final amount of the costs of arbitration as per Article R64.4 of the CAS Code;*

*6. to order the Player and the Second Respondent to reimburse the Appellant the full amount of arbitration costs already paid by the Appellant.”*

52. On 25 June 2024, pursuant to Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:

President: Mr. Jordi López Batet, Attorney-at-Law, Barcelona, Spain  
Arbitrators: Mr. Mark Hovell, Solicitor, Manchester, United Kingdom  
Mr. Emin Özkurt, Attorney-at-Law, Istanbul, Turkey

53. On 25 June 2024, Al Raed filed its Answer, with the following request for relief:

*“a. The Appeal shall be dismissed.*

*b. The Player terminated the employment contract with [Dynamo Moscow] with just cause.*

*c. [Al Raed] shall not be liable for the unilateral termination of the Employment Agreement signed between [Dynamo Moscow] and the Player.*

*d. [Al Raed] shall not be liable for inducement to the unilateral breach of the Employment Agreement signed between [Dynamo Moscow] and the Player.*

*e. [Dynamo Moscow] shall not be entitled to any compensation, nor in the amount of EUR 164 593,08 plus 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment, nor in the amount of EUR 26 129.08 plus 5% interest p.a. over said amount as from 3 August 2023 until the date of effective payment .*

*f. [Al Raed] is not jointly nor severally liable for the payment of an adequate compensation to [Dynamo Moscow].*

g. [Al Raed] *shall not be imposed sporting sanctions.*

*If not so, subsidiarily:*

*f.1. Taken the special circumstances of the matter at hand into consideration, the compensation would be zero if the termination was considered to be without just cause:*

*f.2. But, even if not so, as the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigation Compensation”), that is, any compensation to [Dynamo Moscow] should not be higher than EUR 40 598,2 (EUR 121,385.20 – EUR 80,760).*

*f.3. [Al Raed] shall not be imposed sporting sanctions.”*

54. On 12 July 2024, Dynamo Moscow filed its Answers. In its Answer to the appeal filed by the Player, Dynamo Moscow requests the following relief:

*“1. to dismiss the appeal filed by the Appellant in full;*

*2. to declare that the Appellant has terminated prematurely unilaterally and without just cause the employment contract with FC Dynamo;*

*3. to order the Player to pay FC Dynamo compensation in the amount of EUR 164 593.08 plus interest of 5% per annum from 03 August 2023. until the payment date;*

*4. to order the Appellant to pay whole CAS administrative costs, the costs and fees of the arbitrators or, more generally, the final amount of the costs of arbitration as per Article R64.4 of the CAS Code.”*

In its Answer to the appeal filed by Al Raed, Dynamo Moscow requests the following relief:

*“1. to dismiss the appeal filed by the Appellant in full;*

*2. to declare that the Player has terminated prematurely unilaterally and without just cause the employment contract with FC Dynamo;*

*3. to order the Player to pay FC Dynamo compensation in the amount of EUR 164 593,08 plus interest of 5% per annum from 03 August 2023. until the payment date;*

*4. to declare the Appellant jointly and severally liable for the payment of the compensation above per article 17 paragraph 2 of the FIFA RSTP;*

*5. to order the Appellant to pay whole CAS administrative costs, the costs and fees of the arbitrators or, more generally, the final amount of the costs of arbitration as per Article R64.4 of the CAS Code.”*

55. Also on 12 July 2024, the Player filed his Answer, contesting the arguments and petitions of Dynamo Moscow.

56. On 15 July 2024, the CAS Court Office invited the Parties to inform whether they preferred a hearing to be held in these proceedings or the Panel to issue an award based solely on the Parties' written submissions, and also to inform if they found a case management conference necessary in this case. All the Parties confirmed their preference for a hearing, and only Al Raed requested a case management conference, a request it later waived.
57. On 30 July 2024, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Panel had decided to hold a hearing in this case.
58. On 22, 23, and 26 August 2024, respectively, the Player, Al Raed, and Dynamo Moscow returned duly signed copies of the Order of Procedure to the CAS Court Office.
59. On 8 October 2024, Al Raed filed to the proceedings a copy of the decision of the European Court of Justice dated 4 October 2024 in the case C-650/22, resolving a question filed by the Belgian Court of Appeal in Mons under Article 267 of the Treaty on the Functioning of the European Union (the so-called "Diarra Decision"), and requested the Panel to take such decision into account when issuing the award in this case.
60. Also on 8 October 2024, the CAS Court Office invited the Parties (including Al Raed) to comment on the Diarra Decision, which Dynamo and the Player did on 18 October 2024.
61. On 23 October 2024, a hearing was held in the CAS headquarters in Lausanne. The Panel, Mr. Antonio de Quesada, CAS counsel and Head of Arbitration and the following persons attended the hearing:
- For the Player: Loizos Hadjidemetriou (counsel), the Player, Mr. Sten Normann (witness) and Mr. Eirik Monsen (witness).
  - For Dynamo Moscow: Dmitrii Dubovskikh and Ms Lizaveta Kabelskaya (counsels) and Mr. Edward Zadubrovsky (witness).
  - For Al Raed: Pedro Maicierinha and Joaquim de Almeida Pizarro (counsels) and Mr. Fahd Al-Mutawaa (party representative).
62. After the opening statements, the witnesses and the parties were heard and the Parties' counsels made their respective closing statements and a turn for rebuttal was also granted to them. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to how the hearing and procedure had been conducted.
63. As regards certain discussions held at the hearing on that point and the discrepancies between the Parties on that specific point, the Player was invited to file a post-hearing brief exclusively limited to the issue of the outstanding remuneration owed to him, which the Player did on 4 November 2024. Dynamo Moscow and Al Raed were subsequently

given the opportunity to comment on such post-hearing brief, which they did on 13 November and 6 November 2024 respectively.

## **V. THE PARTIES' POSITIONS**

64. Below is a summary of the facts and allegations raised by the Parties. This summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding upon the Parties' claims, the Panel has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the Award or in the legal analysis that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. The Player**

65. The Player's submissions, in essence, may be summarised as follows:

#### *Outstanding salaries*

- Dynamo Moscow owes EUR 46,951 net to the Player and shall be ordered to pay such amount.

#### *Withholding of 50% of the Player's salary of June 2023*

- The Player's waiver to 50% of the salary of June 2023 is contrary to Article 341(1) of the Swiss Code of Obligations ("SCO"), which prohibits the waiver of claims arising from mandatory provisions of law during the employment relationship and for one month after its end. In any event, the Player did not willingly consent to the reduction of 50% of his June salary: it only accepted it to maintain communication with the club and avoid a 100% fine. The Player hoped that Dynamo Moscow would understand his safety concerns and agree to discuss a mutual termination of the Employment Agreement. The imposition of the fine was arbitrary and disproportionate, further straining the relationship between the Parties.

#### *The Player terminated the Employment Agreement with just cause*

- Given the escalation of the Russia-Ukraine conflict at the time of the termination and specifically the drone attacks that took place on 30 July and 1 August 2023 over Moscow, it was entirely reasonable for the Player to consider that his safety was in danger at the time of the termination.
- Initially, when the Player re-activated his contract with Rostov FC and signed the Employment Agreement with Dynamo Moscow in September 2022, there were no attacks in Russia, particularly in Moscow. However, the situation changed

dramatically in the months leading up to the termination. Ukrainian officials declared their intentions to direct the war back into Russia, targeting symbolic centres and military bases. Given these circumstances, the Player's fear for his safety was rational.

- The Player's decision to terminate the Employment Agreement was the *ultima ratio* or last resort. He spent almost one month trying to make Dynamo Moscow understand the seriousness of the situation and to find an amicable solution to leave the club and the country. Despite these efforts, Dynamo Moscow failed to understand the Player's concerns, refused to recognize the drone attacks as related to the Ukrainian conflict, and suggested moving the Player to a different district in Moscow. The situation escalated with frequent attacks and official declarations from Ukraine, leaving the Player with no other option but to terminate the contract for his safety.
- The Player's loss of trust in Dynamo Moscow was justified. Under Article 328 of the SCO, Dynamo Moscow had an obligation to safeguard the Player's personality rights, health and safety. However, the club showed a total unwillingness to understand the Player's concerns and failed to take necessary measures to ensure his safety. This behaviour resulted in a total loss of trust, leaving the Player with no other alternative than to terminate the Employment Agreement.
- The exceptional circumstances in Moscow, including frequent drone attacks and official declarations of further attacks, rendered the continuation of the contract in good faith impossible. The Player's fundamental right to protect himself justified the termination, even in the absence of a breach by FC Dynamo Moscow. Article 119 of the SCO stipulates that where the performance of an obligation is made impossible, it becomes extinguished.
- The Player could not have reasonably foreseen the escalation of the conflict when returning to Russia in September 2022. The principle of *force majeure* applies because the events were beyond the control of the parties, unforeseeable, irresistible, and not attributable to any party, thereby rendering the performance of the contract impossible.
- The *rebus sic stantibus* principle is also applicable due to the extraordinary and unforeseeable events that fundamentally altered the conditions under which the contract was initially agreed upon.

*If it was considered that the termination occurred without just cause:*

- Dynamo Moscow did not sustain any damages and is therefore not entitled to any compensation. However, if it was understood that some compensation is to be granted, the determination of such compensation should be done with due regard to the circumstances of the case and the degree of culpability. The Player's fundamental human rights to safety and security should be considered as mitigating

factors. The Player acted in good faith and did not seek any financial benefits from the termination.

- The Player was not a signatory and had no involvement in the signing of the agreement dated 26 August 2022 with SILA International DMCC, so the commission fee should not be considered to determine the compensation.

## **B. Dynamo Moscow**

66. Dynamo Moscow's submissions, in essence, may be summarised as follows:

### *Outstanding salaries*

- Dynamo Moscow only owes the Player the amount of EUR 22,685.09 gross in concept of outstanding salaries of August 2023, as the salaries of July 2023 were fully paid.

### *Withholding of 50% of the Player's salary of June 2023*

- With regard to the Player's claim concerning the withheld amount of EUR 102,304.35 from his salary of June 2023, this salary reduction was justified due to his unauthorized absence from training sessions and other breaches of the contract. The reduction was in accordance with the club's Code of Conduct, which the Player had agreed to by signing the Employment Agreement. Dynamo Moscow also points out that the Player explicitly accepted the reduction and instructed the club to donate the withheld amount to the Endowment Fund for the Development of Youth Football FC Dynamo-Moscow. The Player's subsequent challenge to this reduction is inconsistent with his previous acceptance and violates the principle of *venire contra factum proprium*.

*The Player terminated the Employment Agreement without just cause and he (and Al Raed) shall compensate Dynamo Moscow*

- While the military conflict between Russia and Ukraine is acknowledged, the incidents cited by the Player do not constitute a valid reason for contractual termination. The drone incidents in Moscow on 30 July 2023 and 1 August 2023 were isolated and did not result in any injuries. The general situation in Moscow remained stable at the time, with no significant disruptions to daily life or football activities. Other foreign players continued to play in Russia without raising safety concerns, and many even signed new contracts or extended existing ones during the same period. The Player's claims of feeling unsafe are exaggerated and not supported by the behaviour of other players or the general public in Moscow.
- The Player's termination was motivated by financial gain rather than genuine safety concerns. His behaviour, including his attempts to secure more lucrative contracts with other clubs, indicates that his decision to terminate the Employment Agreement was premeditated and not based on any immediate threat to his safety.

- The Player's claim of *force majeure* is unfounded. Clause 2.4 of the Employment Agreement explicitly states that the ongoing military conflict between Russia and Ukraine shall not constitute *force majeure* or just cause for unilateral termination or suspension of the agreement by the Player. This clause was a material condition for the club when concluding the agreement. The conflict was not unforeseen, as it had been ongoing for several months by the time the Player signed the contract.
- The *rebus sic stantibus* principle does not apply in this case. CAS jurisprudence states that this principle can only be invoked if subsequent, unforeseeable, and inevitable circumstances result in an obvious disproportion between performance and consideration, making the continuation of the contract unreasonable. The military conflict was not unforeseen, and there was no fundamental change in circumstances that would justify the application of this principle. The Player had been actively seeking more lucrative opportunities, as evidenced by his attempts to remain at Norwich City and his inquiries about the buy-out clause with Dynamo Moscow, which suggests that the Player's decision to terminate the contract was motivated by financial considerations and not by genuine safety concerns.
- Dynamo Moscow always complied with its obligations under the Employment Agreement. It provided a professional environment for the Player, paid his salaries on time and took all necessary measures to ensure his safety. When the Player raised concerns about the drone incidents, FC Dynamo promptly offered to relocate him to a different area in Moscow, but the Player did not pursue this option. The Player's termination of the Employment Agreement was not an action of last resort (*ultima ratio*), and he did not demonstrate a genuine willingness to continue the employment relationship.
- The Player's premature unilateral termination of the contract without just cause entitles the club to compensation under Article 17 of the FIFA RSTP. The Player's claim that no damages were sustained is refuted, as the Player's departure had significant impact on the team's performance and preparations for important matches. The compensation granted in the Appealed Decision, based on non-amortized transfer fee and intermediary fee and Dynamo Moscow's salary expenses, shall be increased to EUR 164,593.08.
- Al Raed, as new club, shall be jointly and severally liable to pay compensation automatically. There is no need to assess Al Raed's inducement and involvement in the process of premature unilateral termination without just cause by the Player of the Employment Agreement.

### C. Al Raed

67. Al Raed's submissions, in essence, may be summarised as follows:

- The Player terminated the employment relationship due to the escalation of conflict and war in Russia, which posed a genuine threat to his safety. The Player

experienced drone attacks and military blockades, which significantly impacted his daily life and caused great concern for his safety. The Player made several attempts to find an amicable solution with Dynamo Moscow, but the club did not take his concerns seriously. The Player's termination was an action of last resort (*ultima ratio*) after all other measures failed, and the circumstances constituted a just cause for unilateral termination.

- Al Raed should thus not be held jointly and severally liable for any compensation as the Player's termination was based on genuine safety concerns, and additionally because Al Raed approached the Player as a free agent after the termination. Al Raed did not induce the Player to terminate his Employment Agreement with Dynamo Moscow. The Player acted independently in terminating the Employment Agreement due to safety concerns arising from the war in Russia, as was explicitly stated in the Player's termination notice. At the time of the termination, there were no ongoing negotiations or agreements between the Player and Al Raed. Al Raed only approached the Player after he had become a free agent, making it clear that the club had no influence over the Player's decision to leave Dynamo Moscow.
- Alternatively, if it was considered that compensation is due to Dynamo Moscow, the amount should be significantly reduced. Dynamo Moscow saved expenses due to the early termination, including unpaid salaries and non-incurred transfer fees. The Player found new employment with Al Raed, and the value of the new contract should be deducted from the residual value of the terminated contract. The compensation should not exceed EUR 40,598.20 after this deduction. In addition, the Player's Employment Agreement with Dynamo Moscow had only 17 days remaining at the time of the termination. This short remaining duration should be a crucial factor when considering any financial compensation. The financial consequences to Dynamo Moscow were minimal due to the limited time left in the Employment Agreement, further supporting the request for a significant reduction in any compensation awarded.

## VI. JURISDICTION

68. Article R47 CAS Code 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 [...]."*

69. Article 49(1) of the FIFA Statutes states that:

*"FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents."*

70. Section 11.1 of the Employment Agreement reads as follows:

*“If any dispute relating to the Agreement arises between the Parties, it shall be settled through negotiations. If the dispute is not settled by the Parties, it shall be submitted to FIFA jurisdictional bodies in accordance with FIFA regulations. Any final decision of the FIFA bodies to the dispute between the Parties can be appealed to the exclusively to the Court of Arbitration for Sports.”*

71. The jurisdiction of CAS is not contested and is further confirmed by the Parties having signed the Order of Procedure.

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

## **VII. ADMISSIBILITY**

73. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against [...].”*

74. Article 50(1) of the FIFA Statutes provides that:

*“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.”*

75. The Appealed Decision was notified with grounds to the Player, Dynamo Moscow and Al Raed on 21 March 2024. The Player, Dynamo Moscow and Al Raed timely filed their Statements of Appeal with the CAS Court Office on 10 and 11 April 2024, *i.e.* within the twenty-one days stipulated by the aforementioned provisions.

76. The three appeals complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

77. It follows that the appeals filed by the Player, Dynamo Moscow and Al Raed are admissible.

## **VIII. APPLICABLE LAW**

78. Article R58 of the CAS Code provides the following:

*“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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”*

79. Article 49(2) FIFA Statutes reads 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.”*

80. In application of the above, the Parties have relied on the application of the relevant FIFA Regulations, namely the FIFA RSTP, and Swiss law.
81. Based on the foregoing, the Panel finds that the various regulations of FIFA are primarily applicable to the case at hand (in particular, the RSTP ed. May 2023), and additionally Swiss Law on a subsidiary basis.
82. With regard to Al Raed’s request to take the Diarra Decision into account in the issuance of this award, the Panel endorses the considerations made by the Panel in CAS 2023/A/9670 & 9671, which read as follows (emphasis added):

*“Finally, the Panel notes that following the hearing, by letter dated 9 October 2024, LOSC requested from the Panel to account for the decision issued by the CJEU (Court of Justice of the European Union) C-650/22, since in its view it impacted on the resolution of the present dispute. By letters dated 4 November 2024, both Sporting as well as FIFA effectively posited that the Panel should disregard the request submitted by LOSC. **It is the Panel’s view that, as this dispute is far from being completed, it can have no bearing on the outcome of the present dispute. The Panel so ordered.**”*

## IX. MERITS

83. In light of the Parties submissions and the content of the Appealed Decision, the Panel shall note, by way of introduction to its reasoning, that:
  - The Appealed Decision resolved in essence that (i) the Employment Agreement was terminated by the Player without just cause, (ii) the Player shall pay compensation to Dynamo Moscow in the amount of EUR 101,059.10 plus 5% interest p.a. as from 3 August 2023 until the date of effective payment as a result of his contractual breach, (iii) Al Raed is jointly and severally liable for the payment of this compensation and (iv) Dynamo Moscow shall pay to the Player EUR 46,951 net as outstanding salaries, plus 5% interest p.a. as from 3 August 2023.
  - The Player basically holds that he terminated the Employment Agreement with just cause and that based on it and/or on the application of the force majeure and/or *rebus sic stantibus* principles, he shall not pay any compensation to Dynamo Moscow; subsidiarily, if it was considered that he terminated the Employment Agreement without just cause, he should anyhow not pay compensation given the special circumstances of the case; and more subsidiarily, should the Player be ordered to pay any compensation to Dynamo Moscow, this compensation should be mitigated as much as possible. Additionally, he claims that Dynamo Moscow shall be ordered to pay the EUR 102,000 unduly withheld by such club from his salary of June 2023, plus legal interest.

- Dynamo Moscow requests in essence that (i) the Player terminated the Employment Agreement without just cause, (ii) the compensation granted in the Appealed Decision shall be increased, (iii) the amount of salary due to the Player granted by such Appealed Decision shall be reduced, (iv) the salaries due to the Player shall be set-off against part of the compensation due by the Player to Dynamo Moscow and (v) the EUR 102,000 withheld from the Player's salary of June 2023 is not to be reimbursed to the Player.
  - Al Raed claims in essence that it shall not be declared liable for the payment of compensation to Dynamo Moscow as the Employment Agreement was terminated with just cause by the Player. Subsidiarily, should the Employment Agreement be considered terminated by the Player without just cause, the compensation payable should be zero taking the special circumstances of the case into account, or at least should not be higher than EUR 40,598.20.
84. Bearing the aforementioned in mind, the issues to be analysed and resolved by the Panel are the following:
- Was the Employment Agreement terminated by the Player without just cause and in the affirmative, which are the consequences of such termination?
  - Is the outstanding salaries' amount granted to the Player by the Appealed Decision correct?
  - Shall Dynamo Moscow be ordered to pay to the Player the EUR 102,000 it withheld from his salary of June 2023?
85. The Panel will address each of the issues in the following paragraphs of this award.
- a. Was the Employment Agreement terminated by the Player without just cause and in the affirmative, which are the consequences of such termination?**
86. As mentioned above, the Appealed Decision considered that the Player terminated the Employment Agreement without just cause. In accordance with the DRC reasoning, the Russia-Ukraine conflict already existed at the time the Player entered into the Employment Agreement and this war situation was specifically addressed in the Loan Agreement and in the Employment Agreement. The Player knowingly chose to remain in Russia despite the conflict, waived the protection granted by Annexe 7 and thus cannot rely on the war issue to justify the contractual termination. In such framework, the DRC rejected the Player's argument that it was impossible for him to fulfil his contractual obligations due to a force majeure event. The DRC explained that force majeure requires a new, unforeseen, and unexpected situation beyond the parties' control; the escalation of a pre-existing situation, albeit as severe as war, alone is not sufficient.
87. The Player contests the contractual termination without just cause by basically stating that (i) he felt his safety in danger as regards of the escalation of the Russia-Ukraine conflict

in the summer of 2023 and makes specific reference to some drone attack that took place days before the termination of the agreement near the building where he lived, (ii) the termination of the Employment Agreement under such circumstances was the *ultima ratio* given the situation of danger he was suffering and the unwillingness of Dynamo Moscow to find an amicable solution to enable the Player to leave, (iii) Dynamo Moscow breached its legal obligation to take all necessary measures to safeguard the Player's personality rights, which provoked the Player's loss of trust in his employer, so the continuation of the employment relationship was no longer possible, and (iv) in any event, force majeure and the principle *rebus sic stantibus* allowed the Player to terminate the Employment Agreement.

88. The Panel, after having analysed the Parties' submissions and the evidence taken in these proceedings, shall dismiss the Appellant's contentions and reaches the same overall conclusion as the DRC: the Player terminated the Employment Agreement without just cause.
89. The Panel concurs with FIFA in that the Player, in spite of the rights conferred to him by Annexe 7 of the RSTP, voluntarily and consciously decided to remain in Russia in September 2022. It is true that at an initial stage, the Player notified FC Rostov of the suspension of their employment relationship on 24 June 2022, but shortly after (a couple of months after) he decided to accept being temporarily transferred to Dynamo Moscow and also expressly waived his right to suspend the Employment Agreement both in the Loan Agreement and in the Employment Agreement, being such waiver a material condition for Dynamo Moscow to enter into the agreement as expressly referred to in clause 2.4 of the Employment Agreement. When the Player made such decision, he was perfectly aware of the Russia-Ukraine conflict. In this process, as declared by the Player and the witness Mr. Monsen at the hearing, the Player was assisted by his agent and a lawyer was also involved in at least part of the process, so the Player cannot credibly claim to have been unaware of the consequences of his actions.
90. The Player intends to challenge the Appealed Decision's reasoning in this respect by holding that even if the war existed in September 2022, there was an escalation of the Russia-Ukraine conflict in summer 2023 and specifically refers to the occurrence of certain attacks over Moscow at the end of July and beginning of August 2023. He also reproaches Dynamo Moscow that it was not proactive in letting him leave the club, which in his view provoked a loss of trust in the club. However, the Panel is not convinced that any of such contentions granted him the right to terminate the Employment Agreement with just cause.
91. The Player, who had the burden of proof in this respect, did not demonstrate, among others, (i) that the situation in Moscow at the time of the contractual termination was so desperate and dangerous that he had to inexcusably leave the club when he did, (ii) that there was a mass exodus of population from Moscow to other places on such dates due to security reasons or (iii) that a significant change of the situation in Moscow existed between the signature of the Employment Agreement and the date of the termination of such agreement and/or between the latter date and the beginning of his summer holidays

of 2023. On the contrary, what the Panel notes is that (i) other players of Dynamo Moscow remained at the club, (ii) some of these players even lived in the same building as the Player and (iii) the Mexican player Luis Gerardo Chávez joined Dynamo Moscow very soon after the Player's departure and still remains in the club. In addition, the Player failed to prove that by that time, any training sessions and/or matches were suspended in Moscow for security reasons.

92. All the aforementioned, in the Panel's view, is incompatible with a situation of extreme or imminent danger or risk in Moscow at the time of the contractual termination and with the Player's contentions that (i) the exercise of the fundamental right to personal security could justify the termination of the Employment Agreement *in casu*, (ii) the termination of the Employment Agreement was an *ultima ratio* and (ii) the performance of the Employment Agreement was impossible, and thus the consequence foreseen in article 119 of the SCO (extinction of the obligation) does not apply herein.
93. The Panel shall also stress that the fact that Dynamo Moscow was not willing to early terminate the Employment Agreement does not entail any sort of breach of contractual or legal obligations. In addition, the Panel does not find that Dynamo Moscow, as the Player's employer, did not safeguard the Player's personality rights as alleged by the Player, or that it created a situation of breach of trust impeding the continuation of the Employment Agreement. The Panel notes that Dynamo Moscow did offer to relocate the Player to where the majority of the other players lived, nearer the training ground, however, the Player did not appear to even consider this option.
94. As to the force majeure issue alleged by the Player, the Panel shall firstly recall that force majeure is a concept has been widely applied in previous CAS cases, giving rise to a well-established and consistent jurisprudence in this respect. For instance, the CAS award in case CAS 2018/A/5779 (para. 58), also quoted in case CAS 2020/A/7422 (para. 116), stipulate that:
- "As a general rule it could be said that, under some extraordinary and limited circumstances, a party who does not fulfil a contractual obligation could be excused for his breach if he can provide that the breach is due to the occurrence of an event of impediment that is not only beyond his control (and that he cannot avoid to get over) but also that he could not have been reasonably expected to have taken into account when he assumed the relevant obligation that was breached."*
95. For force majeure to exist, there must be *"an objective (rather than a personal) impediment, beyond the control of the 'obliged party', that is unforeseeable, that cannot be resisted and that renders the performance of the obligation impossible"* (e.g. CAS 2013/A/3471, para. 49; CAS 2015/A/3909, para. 74; CAS 2021/A/7816, para. 67). Importantly, the concept of force majeure shall be applied in a restrictive manner as it constitutes a fundamental departure from the principle of *pacta sunt servanda*. It is well reflected in CAS jurisprudence in which it has been stated that *"the conditions for the occurrence of force majeure are to be narrowly interpreted, since force majeure*

*introduces an exception to the binding force of an obligation” (e.g. CAS 2006/A/1110, para. 17; CAS 2021/A/7673 & CAS 2021/A/7699, para. 86).*

96. Bearing the aforementioned in mind, the situation alleged by the Player does not qualify as an event of force majeure allowing him to terminate the Employment Agreement. A situation of war is, normally and in abstract, an event beyond the control of the contractual parties. However, in the present case:
- The situation of war already existed when the Player and Dinamo Moscow entered into the Employment Agreement.
  - The Player and Dynamo Moscow expressly agreed in clause 2.4 of the Employment Agreement that *“for the sake of this Agreement the ongoing military conflict between Russia and Ukraine **shall not constitute a force majeure or a just cause or any other justification whatsoever for unilateral termination** or suspension of the Agreement by the Footballer. This is a material condition, without which the Club would not have concluded this Agreement.”* (emphasis added).
  - In any event and even if the Player and Dynamo Moscow had not included clause 2.4 in the Employment Agreement, the war conflict cannot be considered *in casu* as an unexpected event: the situation of war conflict existed well before the signature of the Employment Agreement and the Player knew it. Not only this, he assessed the risks involved, left without effect the suspension of his agreement with FC Rostov based on Annexe 7 of the RSTP and decided to join Dynamo Moscow. The Player failed to prove that sudden and unexpected new events significantly worsening his integrity or safety took place at the time of the contractual termination, in a way that could justify the invocation of force majeure (which as referred to above, is to be interpreted narrowly) based on such new events.
97. Therefore, the allegations and requests made by the Player based on force majeure are to be dismissed.
98. With regard to the *rebus sic stantibus* principle related allegations, the Panel shall recall that as explained in CAS 2021/A/8145:
- A contract may be amended by the judge when the circumstances under which it was concluded have changed to such an extent that the continuation of the contract cannot be required. However, such an intervention by the judge must remain an exception and it is acceptable upon the occurrence of specific requirements (ATF 101 II 17, consid. 1 b). This concept, also known as *clausula rebus sic stantibus*, arises from the general principles of fairness and good faith pursuant to Article 2 of the Swiss Civil Code (WINIGER B., Commentaire Romand 2nd ed., no 193 ad Art. 18 CO and references, p. 175, ATF 138 V 366, consid. 5.1).

- Following the well-established CAS jurisprudence in this respect (e.g. CAS 2021/A/8113, para. 84; CAS 2021/A/7791, para. 51), the terms of a contract can be modified by the Panel upon occurrence of the following elements:
    - a) the change in circumstances is subsequent to conclusion of the contract,
    - b) the change in circumstances is of an unpredictable nature, and
    - c) the change in circumstances is of a nature seriously disrupting the contractual balance.
  - The disruption of the contractual balance – i.e. between performance and counter performance – must reach a degree which constitutes a misuse if one party still insists on the performance under the contract (CAS 2021/A/8113, para. 85). The seriousness of the disruption requires that performance of the contractual obligation cannot be demanded in good faith (CAS 2021/A/7673 & CAS 2021/A/7699, para. 101 and cit.).
  - The occurrence of the foregoing elements must equally be proven by a party deriving a right therefrom according to the above-mentioned principle of the burden of proof.
99. Taking the aforementioned into account and applying it *in casu*, the Panel considers that the Player, who had the relevant burden of proof, failed to establish that the circumstances surrounding the signature of the Employment Agreement changed to an extent that the continuation of the agreement could not be required, and less that such a significant change (if it ever had existed, *quod non*) was of an unpredictable nature, given that the war conflict already existed when the Player and Dynamo Moscow entered into the Employment Agreement. The considerations made in para. 91 of this award also apply herein *mutatis mutandis*. In addition, no proof of a disruption of the contractual balance has been produced by the Player either.
100. Therefore, the Player's contentions referred to the application of the *rebus sic stantibus* principle to the case at hand are also dismissed.
101. Based on the considerations set out above, the Panel is of the view that the Player terminated the Employment Agreement without just case.
102. Having made this clear, the Panel shall now analyse whether the consequence of such termination as per the Appealed Decision (award of a compensation in favour of Dynamo Moscow in the amount of EUR 101,059.10) is correct or shall be amended. For the sake of completeness, the Panel shall stress that the Appealed Decision did not impose sporting sanctions to Al Raed or the Player and that Dynamo Moscow did not request in its appeal that sanctions are to be imposed on them. Therefore, the requests for relief of Al Raed contained in lit g. and lit. f3. of its Answer, related to sporting sanctions, are of no avail in this case.

103. Both the Player and Al Raed contend on a principal basis that no compensation shall accrue in favour of Dynamo Moscow as it suffered no damage, and in case this main contention is dismissed, both the Player and Al Raed claim for a reduction of the compensation granted by the DRC in the Appealed Decision. Of its part, Dynamo Moscow requests that the compensation is increased to EUR 164,593.08.
104. The Panel notes in this respect that (i) in accordance with article 17.1 RSTP (ed. May 2023), “*the party in breach shall pay compensation*”, (ii) Dynamo Moscow immediately opposed to the Player’s unilateral termination of the Employment Agreement and (iii) the Player frustrated Dynamo Moscow’s legitimate expectation to count with the Player until the end of the Employment Agreement.
105. Bearing the aforementioned in mind and after having examined the arguments of both Parties, the Panel concludes that Dynamo Moscow is entitled to compensation for breach of contract and that the compensation granted by the Appealed Decision (i) is deemed fair and reasonable bearing all the specific circumstances of the case (in particular, the very few days left until the end of the Employment Agreement’s duration at the time of the termination) and (ii) was calculated in accordance with article 17.1 RSTP (ed. May 2023) in the sense that the residual value of the Employment Agreement and the value of the new contract with Al Raed were considered for this calculation.
106. The Panel sees no convincing ground in this case to deviate from the way the DRC determined the compensation for contractual breach, among other reasons because:
- The compensation awarded is not found to be excessive by the Panel.
  - Dynamo Moscow did not contribute in any manner to the damages caused to it as regards of the termination.
  - The Panel is not persuaded by the Player’s alleged (i) good faith in the termination process and (ii) lack of financial benefit in the termination, and the arguments given by the Player to try to justify the contractual termination (all of which have been rejected) shall have no impact in the determination of the compensation in this case.
  - The mitigation requested by Al Raed under lit. f2 of its Appeal Brief’s request for relief does not apply to our case as it was the Player the one terminating the Employment Agreement without just cause.
  - The Panel agrees with the DRC that in the present case, the non-amortized transfer fee and commission fee should not be considered in the calculation of the compensation given that the breach of contract took place at the very end of the Employment Agreement (very few days before the termination date), so they were in practice already amortized.
  - The numerical result arising out of the calculation made by the DRC by applying the parameters of calculation it applied has not been expressly contested by the Parties.

107. In consequence, the compensation granted by the Appealed Decision to Dynamo Moscow is confirmed, as well as Al Raed's joint and several liability vis-à-vis the payment of such compensation as per article 17.2 RSTP (ed. May 2023). The arguments provided by Al Raed to try to justify that it shall not be declared jointly and severally liable for such payment are untenable. The fact that Al Raed induced the Player to the termination or not, or that it was liable for the unilateral termination of the Employment Agreement or not, are irrelevant for the purposes of this provision, as article 17.2 RTP (ed. May 2023) establishes a system of strict liability, as acknowledged by Al Raed in sections 253 to 266 of its Appeal Brief (see also *inter alia*, CAS 2006/A/1075, CAS 2006/A/1141, CAS 2007/A/1298, CAS 2007/A/1299, CAS 2007/A/1300; CAS 2015/A/4111, CAS 2015/A/4116, CAS 2016/A/4408 or CAS 2018/A/5693 & 5694). There is no exceptional circumstance in this case enabling to deviate from the wording of the mentioned provision and from its general interpretation by CAS jurisprudence.

**b. Is the outstanding salaries' amount granted to the Player by the Appealed Decision correct?**

108. The Appealed Decision stipulates that Dynamo Moscow shall pay to the Player the amount of EUR 46,951 net plus interest as outstanding salaries at the moment of termination of the Employment Agreement. The DRC holds in its decision that Dynamo Moscow failed to submit substantive evidence that it indeed paid the Player such outstanding salaries.

109. Dynamo Moscow, both in the Appeal Brief and in its letter of 13 November 2024 filed after the Player's post-hearing brief, acknowledges owing the Player the amount of EUR 26,129.08 gross (EUR 18,290 net, in accordance with the explanations given in its Appeal Brief) corresponding to 3 days of salary of August 2023, but not the entire EUR 46,951 net granted by the Appealed Decision. It shall be also remarked that in the Appeal Brief, Dynamo Moscow requests that this amount "*shall be paid to the Player exclusively in case unamortized fees arising from the Transfer Contract and the Services Agreement are included in the compensation due to the Appellant*", a conditional request that the Panel finds baseless and rejects.

110. The Panel shall firstly note in this respect that it is Dynamo Moscow, not the Player, the one that has the burden of proving that it paid the salary that the Player alleges being owed (part of the salary of July 2023 and the salary of the 3 days of August 2023), and that Dynamo Moscow, as employer, has (or should have) all the necessary accounting and banking records to discharge its burden of proof.

111. After analysing Dynamo Moscow's submissions and evidence, and in particular paras. 31 et seq. of its Appeal Brief and its reply to the Player's post-hearing brief, the Panel shares the DRC's view that such club failed to prove that it paid to the Player the outstanding salary claimed by the Player (EUR 46,951 net). Dynamo Moscow did not provide clear and convincing evidence accrediting the payment of the salaries claimed. In particular, the Panel notes that the certificate provided as Exhibit 20 to its Appeal Brief reveals that

a payment of EUR 147,891.01 was made to the Player on 31 July 2023, but not that this payment specifically corresponds to the full salary of July 2023, and the payslip provided with its reply to the post-hearing submissions is simply a payslip and does not prove that the amounts referred to therein were paid to the Player.

112. For the sake of completeness, the Panel finds the allegations made in para. 33 of Dynamo Moscow's Appeal Brief (and also in the reply to the Player's post-hearing brief) on the personal income tax rate applicable to the payment of the salary of August 2023 irrelevant to the case. If Dynamo Moscow considered that the early termination of the Employment Agreement provoked "*additional damages*" (see para. 33 of the Appeal Brief) on it due to the fact that the tax rate applicable to the salaries of August 2023 is higher, it should have specifically claimed them in the proceedings, which it failed to do.
113. Therefore, the Panel rejects the request for reduction of the salaries due to the Player claimed by Dinamo Moscow and confirms the Appealed Decision's finding that Dynamo Moscow shall pay to the Player EUR 46,951 net as outstanding remuneration plus 5% interest p.a. as from 3 August 2023 until the date of effective payment.
114. Finally, concerning Dynamo Moscow's request for setting-off the outstanding salaries with the compensation due by the Player as regards of the termination of the Employment Agreement, the Panel notes that Dynamo failed to invoke a legal provision that obliges the Panel to make this compensation of amounts in the present case. Article 377.1 of the Swiss Civil Procedure Code, the one invoked by Dynamo Moscow, does not provide for a compulsory set-off obligation to the tribunal. The Panel thus rejects this petition, without prejudice of the Parties' right to privately agree on such a set-off if they want to.

**c. Shall Dynamo Moscow be ordered to pay to the Player the EUR 102,000 it withheld from his salary of June 2023?**

115. The Player claims that Dynamo Moscow shall be ordered to pay the EUR 102,000 that in his view, the club unduly withheld from his salary of June 2023.
116. The DRC rejected such claim as the Player agreed to this reduction, in light of which his request for refund was inconsistent under the doctrine of *venire contra factum proprium*, given that the Player negotiated and agreed in writing to the reduction arising out of his absence in the club's pre-season without making any further reservations.
117. The Panel, after analysing the arguments of the Parties in this respect, concurs with the DRC view: the Player, being duly assisted and represented by a lawyer, accepted the reduction of salary applied by Dynamo Moscow. The Player's consent to the reduction was thus unequivocal and issued in an informed manner, being it irrelevant in this respect whether it was given with the aim of easing the negotiation to early terminate the Employment Agreement or with any other purpose.
118. The Player failed to adduce a convincing reason that renders such consent invalid or that enables the Panel to deviate from the DRC's understanding of the situation, which the

Panel fully endorses. The Player also failed to prove that this reduction was arbitrary, baseless or disproportionate, and contrary to his contention, the Player's acknowledgment and acceptance of the reduction neither infringes nor is contrary to article 341 (1) SCO, which refers to waivers of claims arising from mandatory provisions of law or of collective bargaining: the reduction applied by Dynamo Moscow (and accepted by the Player) was based on the Employment Agreement. The statement signed by the Player on 30 June 2023 is clear in this respect (emphasis added): *"considering the violations committed by [...] M. Normann Antonsen, i.e. absence from the preseason medical check and the start of the Club's summer training camp, in accordance with articles 3.1.1., 3.1.4 of the labor agreement of 05.09.2022, articles 2.1, 2.4 and 3.1 of Annex N° 3 to the labor agreement of 05.09.2022, I ORDER 1. To reduce the amount of the monthly incentive payment of M. Normann Antonsen for June 2023 [...]"*

119. Therefore, the Panel rejects this Player's request.

**d. Conclusion**

120. Based on the reasons explained above, the Panel rejects the appeals filed by the Player, Dynamo Moscow and Al Raed in their entirety and confirms the Appealed Decision.

**X. COSTS**

(...)

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Mathias Antonsen Normann against the decision issued on 22 February 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.
2. The appeal filed by FC Dynamo Moscow JSC against the decision issued on 22 February 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.
3. The appeal filed by Al Raed Sport Club against the decision issued on 22 February 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.
4. The decision issued on 22 February 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is confirmed.
5. (...).
6. (...).
7. (...).
8. (...).
9. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 29 August 2025

## **COURT OF ARBITRATION FOR SPORT**

**Jordi López Batet**  
President of the Panel

**Mark Hovell**  
Arbitrator

**Emin Özkurt**  
Arbitrator