



TAS / CAS

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

CAS 2024/A/10885 Mohammed Abdunnasser Mohammed Adam v. Al Shabab Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Prof Dr Martin Schimke, Attorney-at-law in Düsseldorf, Germany
Arbitrators: Mr Michele A.R. Bernasconi, Attorney-at-law in Zurich, Switzerland
Mr José Juan Pintó Sala, Attorney-at-law in Barcelona, Spain
Ad-hoc Clerk: Mr Adrián Hernández, Clerk with the CAS in Lausanne, Switzerland

in the arbitration between

Mohammed Abdunnasser Mohammed Adam, Dammam, Saudi Arabia

Represented by Mr Marcelo Amoretty Souza, Attorney-at-law in Porto Alegre, Brazil.

- Appellant -

and

Al Shabab Club, Riyadh, Saudi Arabia

Represented by Messrs Gustavo Koch Pinheiro and Ahmed Alshikhy, Attorneys-at-law in Porto Alegre, Brazil.

- Respondent -

I. PARTIES

1. Mohammed Abdunnasser Mohammed Adam (the “Appellant” or the “Player”) is a professional football player, having held Saudi and Yemeni nationalities. Depending on the style chose, the first name of the Player has been also written in two separate names, *i.e.* “Abdul Nasser”.
2. Al Shabab Club (the “Respondent” or “Club”) is a professional football club with its registered office in Riyadh, Saudi Arabia. The Club is affiliated to the Saudi Arabian Football Federation (“SAFF”), which in turn is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
3. Where appropriate, the Appellant and Respondent will be jointly referred to as the parties to the dispute (the “Parties”).

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion 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 (the “Award”) only to the submissions and evidence it considers necessary to explain its reasoning.

A. Background facts

5. On 9 June 2022, the Parties entered into a contract titled “*Professional Football Player Employment Contract (Non-Saudi Players)*” (the “Contract”) and with a term lasting from 15 July 2022 until 14 July 2026. Notably, the Club did not sign the Contract and whether or not the Contract was legally binding is disputed between the Parties. Article 1.2 identifies the Player’s nationality, amongst other personal information, as “*Yemeni - Born in Saudi Arabia*”.
6. By way of the Contract, the Parties agreed, *inter alia*, to the following:

“Article 3. Intention to Contract

The club desires to enter into a legally binding contractual relationship with the player for the provision of his services as a professional football player. Similarly, the player wishes to enter into a legally binding contractual relationship with the club to render his services as a professional football player. Both parties hereby agree to enter into a contractual relationship under the terms and conditions stipulated herein. The contract is legally binding, and its validity may not be subject to successful medical examination and/or obtaining a work permit

[...]

5.1 Fixed monthly remuneration

The club pays the player the following fixed monthly wage (free of any taxes, bank fees or foreign exchange fees):

| <i>Payment Type</i> | <i>Currency</i> | <i>Amount</i> |
|---|--------------------|----------------|
| <i>A Monthly Salary for the period from 15/07/2022 – 14/07/2023</i> | <i>Saudi Riyal</i> | <i>137,500</i> |
| <i>A Monthly Salary for the period from 15/07/2023 – 14/07/2024</i> | <i>Saudi Riyal</i> | <i>146,875</i> |
| <i>A Monthly Salary for the period from 15/07/2024 – 14/07/2025</i> | <i>Saudi Riyal</i> | <i>156,250</i> |
| <i>A Monthly Salary for the period from 15/07/2025 – 14/07/2026</i> | <i>Saudi Riyal</i> | <i>171,875</i> |

[...]

5.3 Conditional financial payments

In this section, the following remuneration to the players, when fulfilled by the player according to the specified condition (specified conditions), is paid by the club, free from any taxes or bank fees, within 30 days of the player fulfilling the relevant condition.

| <i>Payment Type</i> | <i>Currency</i> | <i>Amount</i> | <i>Required Condition for Fulfilment</i> |
|--------------------------------|---------------------|---------------|---|
| <i>Monthly Salary Increase</i> | <i>Saudi Riyals</i> | <i>31,250</i> | <i>If the player is selected for the Saudi national team and plays more than five international matches, with the increase effective from the following season upon achieving the goal.</i> |

[...]

Article 10. Disputes

- 1. In the event of any dispute regarding the terms and conditions of this contract, both parties must make every reasonable effort to resolve the dispute amicably.*
- 2. Disputes are subject to the jurisdiction of the FIFA Dispute Resolution Chamber, as the primary authority for disputes with an international dimension, in accordance with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players.*

3. *Appeals against decisions issued by the FIFA Dispute Resolution Chamber may be made to the Court of Arbitration for Sport. The parties acknowledge the absolute and final authority of the Court of Arbitration for Sport regarding disputes with an international dimension”.*
7. On 10 June 2022, the Club’s twitter account posted the following statement regarding the Player:

“Al-Shabab Club management signed a professional contract with the player Mohamed Abdel Nasser Adam (25 years old), born in the Kingdom, for a period of four years on a free transfer, coming from the American club Miami, starting next summer period. In turn, the management of Al-Shabab Club wished the player success in his next mission with the Sheikh of Clubs”.
8. On 3 July 2022, the Parties were in contact regarding the logistical aspects of the Player’s transfer to the Club (i.e., travel arrangements, official shirt number, etc.).
9. On 15 July 2022, the Player signed the following declaration (the “Declaration”):

I, [the Player], hereby acknowledge that in the event of my non-registration in the TMS system or in case the Saudi Football Federation refuses to register me for any reason, I declare my waiver of all financial entitlements stipulated in the employment contract with the ‘Al Shabab’ club, located in Riyadh, dated 15/07/2022, for the period from 15/07/2022 to 14/07/2026. I also acknowledge that I am not entitled to any additional amounts, whether in monthly salaries and/or payments and/or financial bonuses. I absolve ‘Al Shabab’ club completely, with no recourse, from any financial obligations, and this declaration is my acknowledgment of that”.
10. From July 2022 onwards, the Player participated in training sessions, friendly matches and other Club activities.
11. On 14 December 2022, the Player received a payment of SAR 30,000 from the Club.
12. On 11 June 2023, the Club’s team manager, Mr Mohammed Shata, removed the Player from the Club’s WhatsApp group.
13. On 12 June 2023, enquiring the reasons for his removal from the WhatsApp group, the Player contacted the Club’s Football Director, Mr Majed Almarzougi, who told the Player that *“[the Club] have lined up the team’s roster for the new year, and next season the signing decision will begin after the new management is formed”.*
14. On 5 September 2023, the Player signed a contract with the Saudi football club Al-Khaleej Sports Club (“Al-Khaleej”). The contract was named *“Employment contract for a professional football player (Saudi players)”* (the “Al-Khaleej Contract”) and foresaw a validity until 4 June 2024. In contrast with Article 1.2 of the Contract, a similar provision in the Al-Khaleej Contract listed the Player’s nationality as Saudi. Furthermore, the compensation agreed upon was SAR 80,000 per month.
15. On 18 October 2023, the Player was issued his current Saudi passport.

B. Proceedings before FIFA

16. On 12 April 2024, the Player filed a claim against the Club before the FIFA's Football Tribunal, *i.e.* the Dispute Resolution Chamber (the "FIFA DRC"), which was registered under reference number FPSD-14373. In his claim, the Player sought, *inter alia*, for (i) a declaration that the Club had terminated the Contract without just cause on 11 June 2023; (ii) the payment of all amounts overdue, for a total sum of SAR 1,482,500, plus a 5% interest as of the respective due dates; (iii) the additional payment of the salaries corresponding to the period between 11 June 2023 and 14 July 2026 (*i.e.*, the Contract term date), for a total sum of SAR 5,837,500, plus 5% interest; and (iv) for sanctions to be imposed on the Club by virtue of Article 17(4) of the FIFA Regulations on the Status and Transfer of Players ("RSTP").
17. In substantiating his claim, the Player argued that (i) he held Yemeni nationality at the time of the signature of the Contract, only obtaining Saudi nationality after the events giving rise to the dispute; (ii) the Contract was valid and there was an employment relationship between the Parties as confirmed by the Parties' actions (*i.e.*, training, social media publications, shirt number assignment, etc.); and (iii) the Club unilaterally terminated the Contract on 11 June 2023 and, thus, owed the Player the amounts due and the remaining value of the Contract.
18. In turn, the Club alleged that the Contract was not valid as it had not been signed by the Club. Furthermore, the Club stated that, due to the quota of foreign players being filled, it was essential for the Player to acquire the Saudi nationality before joining the Club. As such, the Player remained at the Club's premises as an amateur, being allowed to train and compete in friendly matches, while the Club was providing the Player with assistance to cover basic expenses. Finally, the Club questioned the Player's behaviour, in particular the absence of a notice for payment or termination of the Contract, instead remaining silent as to his purported contractual rights and signing contracts with other clubs.
19. On 22 August 2024, the FIFA DRC issued its decision, ordering:
 - "1. *The Football Tribunal has jurisdiction to hear the claim of the claimant, Mohammed Abdunnasser Mohammed Adam.*
 2. *The claim of the Claimant is partially accepted.*
 3. *The Respondent, Al Shabab, must pay to the Claimant the following amount(s):*
 - *SAR 45,403.23 as outstanding remuneration plus 5% interest p.a. as from 1 August 2022 until the date of effective payment;*
 - *SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 September 2022 until the date of effective payment;*
 - *SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 October 2022 until the date of effective payment;*

- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 November 2022 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 December 2022 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 January 2023 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 February 2023 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 March 2023 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 April 2023 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 May 2023 until the date of effective payment;
- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 June 2023 until the date of effective payment;
- SAR 50,416.67 as outstanding remuneration plus 5% interest p.a. as from 12 June 2023 until the date of effective payment.

4. *Any further claims of the Claimant are rejected”.*

20. On 4 September 2024, the FIFA DRC issued its reasoned decision, finding that the Contract was valid on the basis that, despite the lack of signature on the Club’s behalf, there was an implicit consent to be bound by the Parties actions (*i.e.*, the Player’s presence at the Club for over a year and the social media posts regarding the Player’s participation at the Club, including his transfer to the Club). Furthermore, in the absence of any termination notice or attempts by the Player to be reinstated, the FIFA DRC ultimately concluded that the contractual relationship between the Parties came to an end on 11 June 2023 as “*neither of the party showed the willingness to continue the contractual relationship*”. Consequently, the FIFA DRC found that the Club was liable to pay the outstanding amounts under the Contract to the Player, for a total amount of SAR 1,470,819.0 after deducting the SAR 30,000, but not any compensation.

C. Additional facts

21. On 1 September 2024, the Player signed an employment contract with the Saudi football club Al-Batin Sports Club (“Al-Batin” and the “Al-Batin Contract”) valid until 30 June 2025 and foreseeing a monthly salary of SAR 40,000.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

22. On 24 September 2024, the Appellant filed a Statement of Appeal pursuant to Article R48 of the Code of Sports-related Arbitration (the “CAS Code”) against the Decision of the FIFA DRC reference number FPSD-14373, notified on 4 September 2024 (the “Appealed Decision”). Thereby, the Appellant nominated Mr Michele A.R. Bernasconi, Attorney-at-law in Zurich, Switzerland, as arbitrator, with a preference for a panel to be composed of a sole arbitrator.
23. On 30 September 2024, the Respondent, *inter alia*, informed the CAS Court Office of its preference for the case to be resolved by a panel composed of three arbitrators.
24. On 4 October 2024, the CAS Court Office informed the Parties that, upon considering the Respondent’s request, the Deputy Division President had decided to submit the present dispute to a three-member panel.
25. On the same date, the Appellant affirmed he did not oppose the Respondent’s preference for a three-member panel and reaffirmed his appointment of Mr Bernasconi as arbitrator.
26. On 7 October 2024, the Appellant submitted his Appeal Brief pursuant to Article R51 of the CAS Code.
27. On 11 October 2024, the Respondent appointed Mr José Juan Pintó Sala, Attorney-at-law in Barcelona, Spain, as arbitrator.
28. On 25 November 2024, the Respondent filed its Answer to the Appellant’s Appeal Brief pursuant to R55 of the CAS Code. Within its Answer, the Respondent requested the production of the Player’s employment contract with Al Batin on the basis that it would be necessary for the eventual calculation of any mitigated compensation. Additionally, the Respondent called Mr Ahmed Almualim as witness.
29. On the same date, the CAS Court Office, *inter alia*, informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the Deputy Division President, the Panel appointed to resolve the present dispute is composed as follows:

President: Prof Dr Martin Schimke, Attorney-at-law in Düsseldorf, Germany

Arbitrators: Mr Michele A.R. Bernasconi, Attorney-at-law in Zurich, Switzerland

Mr José Juan Pintó Sala, Attorney-at-law in Barcelona, Spain
30. On 2 December 2024, the Appellant replied to the Respondent’s document-production request, arguing that the requested document fell outside the scope of the proceedings since it was entered into after the Appealed Decision was issued. Additionally, the Appellant protested the calling of Mr Almualim as witness on the basis that the purported aim of his witness statement would fall outside of the scope of the appeal.

31. On 10 December 2024, the CAS Court Office informed the Parties of the Panel's decision to have an in-person hearing to be held on 13 February 2025 at the CAS' premises in Lausanne.
32. On 13 January 2025, the CAS Court Office notified the Parties of the appointment of Mr Adrián Hernández, In-House Clerk with the CAS, as *Ad-hoc* Clerk in the present matter.
33. On 22 January 2025, the CAS Court Office informed the Parties of the Panel's decision to (i) admit the testimony of Mr Ahmed Almualim and (ii) ordered the production of the Player's employment contract with Al Batin.
34. On 24 January 2025, the Appellant produced the requested contract, which he furnished in Arabic on the basis that the numerals corresponding to the Player's salary were clearly noticeable – which he listed in the letter for the avoidance of doubt – and that the Respondent's counsel were Arabic speakers and could confirm the amounts listed.
35. On 27 January 2025, the CAS Court Office, on behalf of the Panel, requested the Appellant to produce an English translation of the above-reference contract in accordance with the language of the arbitration (*i.e.*, English) and pursuant to Article R29(3) of the CAS Code.
36. On 3 February 2025, the Appellant produced the English translation of the Player's contract with Al Batin.
37. On 4 February 2025, the CAS Court Office furnished the Parties with the Order of Procedure, which was signed by the Appellant on 5 February and by the Respondent the day after.
38. On 13 February 2025, the in-person hearing took place in Lausanne, Switzerland, which was attended by the Panel, Mr Fabien Cagneux, Managing Counsel with the CAS, Mr Adrián Hernández, *Ad-Hoc* Clerk, and the following individuals:

For the Appellant: Mr Mohammed Abdunnasser Mohammed Adam, Party
Mr Marcelo Amoretty Souza, Counsel

For the Respondent: Mr Majid Abdullah Almarzougi, Party Representative
Mr Gustavo Koch Pinheiro, Counsel
Mr Ahmed AlShikhy, Counsel
Mr Ahmed Almualim, Witness
39. In addition to the people listed above, Mr Alejandro Naranjo, an associate of Mr Pintó, was present at the hearing, following a consultation and lack of any objections by the Parties.
40. At the outset of the hearing, the Parties stated they did not have any complaints regarding the Panel's composition. Following this, as part of the procedural issues to be addressed, the Respondent requested for the Appellant to withdraw their claim to "*impose on the Respondent the sporting sanctions established in article 17.4 [RSTP], having in mind the breach of the contract during the protected period*" (labelled "(f)" in the Appellant's

prayers for relief). In turn, the Appellant withdrew the aforementioned request on the basis that FIFA had not been called and, thus, no sanction could be imposed without FIFA being a co-defendant.

41. The Parties had ample opportunities to argue their case and adduce evidence during the hearing, including during each of their respective oral submissions. Furthermore, the Panel heard Mr Ahmed Almualim's testimony after reminding him of duty to tell the truth under Swiss law.
42. Before the hearing came to an end, the Parties confirmed their right to be heard had been respected during this arbitration.

IV. SUBMISSIONS OF THE PARTIES

43. This section of the Award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has accounted for and carefully considered all the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Appellant's Arguments

44. The Appellant's submissions, in essence, may be summarised as follows:
 - The Contract was not terminated by mutual consent. Instead, it was the Respondent that terminated the Contract without just cause and for the simple reason that the Player had not obtained a Saudi passport. Moreover, the Respondent's actions clearly show that the Club had no intention of continuing its relationship with the Player (*i.e.*, the Player's removal from the WhatsApp group, the reassignment of the Player's shirt number, etc.), failing to register him with the SAFF (see CAS 2014/A/3643, ¶ 86);
 - The Contract, in particular Article 3, clearly shows that the "*Appellant was hired to render his services as a professional football player for the Respondent*". Conditioning such employment on a player's ability to obtain a passport is null and void pursuant to Article 18.4 RSTP;
 - Under these circumstances, "*the Appellant had no motive to believe that the Respondent's decision to terminate the employment relationship (through the WhatsApp messages from the Respondent's directors) was not final*". Rather, and in particular given the lack of registration, the Appellant had every right to terminate the Contract with just cause, ultimately choosing not to do so (see CAS 2018/A/5771 and CAS 2018/A/5772, ¶¶ 151-152);
 - Even if it is considered that the Appellant had the obligation to try to continue the relationship with the Respondent, the Appellant was "allowed" not to do so, according to the principle of *exceptio non adimpleti contractus* (see, Article 82 of the Swiss Code of Obligations ("SCO")). Under this principle, the Respondent's

derelection of its main contractual obligation, failing to pay the Player's salary for almost a year, bars it from requesting performance from the Appellant (see, CAS 2013/A/3089, ¶¶ 62-63);

- Pursuant to Articles 341 and 362 SCO, the Appellant cannot be perceived as waving his rights due to his delay in seeking enforcement (see, CAS 2023/A/9574, ¶¶ 55-57);
- In terms of the Appellant's redress due to the Respondent's breach, on the basis of Articles 14.1 and 17.1 RSTP and Article 337c SCO, the Appellant has the right to receive the residual value of the Contract. Considering the termination date as of 11 June 2023, the Appellant is entitled to SAR 5,837,500, equivalent to the 37 remaining monthly payments as per Article 5.1 of the Contract and given the Contract's end date (*i.e.*, 14 July 2026); and
- Further to the above payment, the Appellant is entitled to additional compensation on account of the damage to the Appellant's potential for future earnings given that he was not registered with the SAFF and was unable to compete in official matches for almost a year (see Article 328(1) SCO and CAS 2014/A/3643, ¶¶ 82, 86). Per Article 17.1(ii) RSTP and given the egregious circumstances of the termination, the Appellant is due SAR 915,000 (*i.e.*, six-month's worth of the Appellant's monthly salary), plus interest.

45. In addition to his written pleadings and oral arguments, the Player made the following statements during the hearing:

- The Player stated that he was contacted by Mr Almualim mid-way through the 2022 season on behalf of the Club, relaying the Club's interest in his services, particularly given that the Player was born in Saudi Arabia. After negotiations with the Club's President and after the Player terminated his contract with Inter Miami CF, the Parties concluded the Contract. Thereafter, the Player underwent an onboarding process with the Club, including the transfer announcement via social media, an exclusive interview, liaising with the Club's management, and pre-season trainings and games in Spain. Upon arriving in Saudi Arabia and with the help of both the Club and the SAFF, the Player's migration paperwork was processed, which, according to the Player, required a valid signed contract in order for the permit to be approved by the Saudi government.
- The Player affirmed that, throughout this process, he never believed or was made aware that his employment with the Club was conditional on obtaining the Saudi nationality, something he would not have agreed to in exchange for terminating his contract with Inter Miami CF. On the waiver, the Player stressed the fact that he never expected that registration would be an issue, instead he believed he would be registered immediately and without issues whatsoever.
- Furthermore, the Player emphasized the Club's reiterated statements that the Parties' relationship would last four years in response to his frustrations stemming from his inability to play official matches. Overall, the Player asserted that the Club deployed delaying tactics in response to his complaints, including

salary requests, all of which he expressed orally to the Club President. These meetings between the Player and the Club President were a frequent occurrence, even when the Club President attempted to avoid such meetings. Around the end of the season, it became clear to the Player that the Club President intended to pass on the responsibility for the Contract to a new administration, since (i) he had been removed from the WhatsApp group, (ii) his shirt number had been reassigned, (iii) the Club had unfollowed him on all social media, (iv) teammates and fans were unsure of the Player's status at the Club, and (v) the Club was unresponsive to his attempts to clarify the situation.

- In response, the Player signed with an agent who had contacts within the Club. Through this agent, the Player's understanding of the Club's intentions crystalized as the agent had been told the Club did not want the Player anymore and had asked the agent to keep the Player away. Contrary to Mr Almualim's testimony, the Player never received a contract to be signed after he was removed from the WhatsApp group.
- During cross examination, the Player stated, *inter alia*, the following: (i) despite the affirmation that a new management would decide on the Player's status, he always understood he was employed under the Contract for a four-year term; (ii) after the WhatsApp group incident, all communications with the club went through the Player's new agent since the Player had been unsuccessful in trying to communicate with the Club; (iii) neither the Player nor his new agent or lawyer, to the knowledge of the Player, served the Club with any written notice; (iv) he began playing as a Saudi player around October 2023, after a corrected version of his passport was issued; and (v) prior to October 2023, the Player held another Saudi passport, which was voided on account of a mistake relating to his date of birth.

46. On this basis, the Appellant submits the following prayers for relief:

- “(a) *accept the present appeal against the decision passed by Dispute Resolution Chamber on 22 August 2024, grounds of which were notified to the Appellant on 04 September 2024, in the dispute between the Appellant and the Respondent, registered in FIFA with reference number FPSD-14373;*
- (b) *review the facts and the law, setting aside the said decision and issuing a new decision, in compliance with art. R57 of the CAS Code;*
- (c) *declare that the employment contract between the Appellant and the Respondent was terminated without just cause by the Respondent on 11 June 2023 (termination date), based on article 14 of the FIFA Regulations on the Status and Transfer of Players;*
- (d) *condemn the Respondent to pay to the Appellant the amount of SAR 5,837,500 (five million, eight hundred and thirty-seven thousand and five hundred Saudi Riyal), equivalent to the residual value of the employment contract that was prematurely terminated, i.e. the remuneration as from 11 June 2023 (termination date) to 14 July 2026, as compensation for breach of contract without just cause, plus 5% interest p.a. as from the termination date (11 June 2023) until the date of effective*

payment, based on article 17.1 of the FIFA Regulations on the Status and Transfer of Players;

- (e) *condemn the Respondent to pay to the Appellant the amount of SAR 915,000 (nine hundred and fifteen thousand Saudi Riyal), equivalent to six months of the Appellant's salary (based on the Appellant's average salary for the 48 months of employment contract, i.e. SAR 152,500), to be paid as Additional Compensation, since egregious circumstances is met in the matter at hand, plus 5% interest p.a. as from the termination date (11 June 2023) until the date of effective payment, based on article 17.1.ii of the FIFA Regulations on the Status and Transfer of Players;*

[...]

- (g) *order the Respondent to bear all costs of the present proceeding and to pay to the Appellant a contribution towards the legal fees and other expenses incurred in connection with the ongoing proceeding, in an amount to be duly established at discretion of this Courts, according to art. R64.5 of the CAS Code”.*

B. The Respondent's Arguments

47. The Respondent's submissions, in essence, may be summarised as follows:

- The Parties never entered into a contractual relationship by way of the Contract. Instead, the Contract was merely a conditioned agreement on the Player gaining Saudi nationality, a condition necessary in order to register the Player;
- The Parties' intention not to be bound by the Contract can be gleaned from: (i) the lack of signature on the side of the Respondent; (ii) the Player's lack of any attempts to enforce any of the rights allegedly conferred upon him by the Contract (e.g., monthly salaries) (see, Articles 18.1 and 151 SCO); (iii) the inclusion of conditional bonuses relating to the Player's performances for the Saudi national team, further reaffirming the necessary condition of Saudi nationality; and (iv) the impossibility of registering additional foreign players by the Respondent due to the foreign player quota being met at the time the Contract was negotiated;
- The Appellant's removal from the WhatsApp group cannot be constituted as a unilateral termination from the Respondent, let alone without just cause. Moreover, a removal from a WhatsApp group does not enable the Player to leave the Club without notice (see, CAS 2017/A/5092, ¶¶ 106-107);
- Contrary to the Appellant's contentions, he never participated in the Club's activities under an employment contract and was always aware of the need for a Saudi passport in order to conclude a binding employment contract. Once that necessary condition was not fulfilled, *“it became evident that both Parties had lost interest in formalizing the relationship”*, upon which the Respondent informed the Appellant that *“any decision about signing a contract would be deferred to the new administration”*. In response, the Player never objected or affirmed that a valid contract already existed, instead choosing to seek employment with another club;

- The Player's subsequent actions make his current claims even more contradictory. He signed with two different clubs – Al-Khaleej and Al-Batin – for overlapping periods while supposedly still under contract with the Respondent. This behaviour directly undermines his allegations and demonstrates a lack of good faith (see, CAS 2017/A/5366);
- On account of the aforementioned contracts, on a subsidiary basis, if the Panel were to find that compensation is due, said compensation should be mitigated by the Player's salaries, pursuant to Article 17.1(ii) RSTP. Additionally, the Appellant's failure to secure the Saudi passport is a contributing factor to his alleged loss, if not the sole reason, meaning that the Panel could reduce or even dispense of any compensation (see, Article 44 SCO and CAS 2019/A/6444 & 6445, ¶ 137);
- Finally, the Player's request for additional compensation must be dismissed. In the first place, upholding the Appellant's claim would result in an *ultra petita* decision since the Appellant made no such request before the FIFA DRC in the first instance. Secondly, the provision cited by the Appellant is not applicable since the lack of any notice resulted in the Appellant's case falling outside the scope of the additional compensation mechanism under Article 17.1(ii) RSTP (*i.e.*, early termination due to unpaid salaries). In any case, the circumstances of the present case cannot be construed as being egregious.

48. Additionally, the Respondent adduced witness testimony and provided a party statement, both of which are summarized as follows:

Mr Majid Abdullah Almarzougi:

- Upon questioning by the Panel, Mr Almarzougi, acting as a representative of the Club, confirmed that the Contract was drafted on the basis of model contracts provided by the SAFF. Additionally, Mr Almarzougi affirmed that he had never encountered a situation like the one with the Player. Despite this, Mr Almarzougi believed the Club treated the Player fairly, allowing him to train and play friendly matches with the Club.
- When asked about the reason why the Club had not included specific language regarding the condition of nationality, Mr Almarzougi made reference to the listed nationality of the Player in the Contract, believing it to state Saudi. In terms of the listed model contract used, labelled as "Non-Saudi Player" in the heading of the Contract, Mr Almarzougi believes that the Club mistakenly used the wrong model, but pointed out the fact that the Contract was drafted in Arabic.
- Finally, Mr Almarzougi wanted to clarify the following points (i) the WhatsApp group was managed by Club executives and not the administrators, whom are not aware of the minutia of the contractual details of each player; and (ii) during July 2023, following the WhatsApp incident, the Club had four different presidents, which is why the Player was informed that his contractual situation would be managed by an upcoming administration.

Mr Ahmed Almualim:

- Mr Almualin is a licensed football agent who was part of the negotiations between the Parties, having brought the Club's offer to the Player, who intended to sign him under the "Saudi-born Player" quota. According to Mr Almualim, his role in the negotiations was that of the Player's agent in exchange for a commission fee. The process, as Mr Almualim recalled it, consisted of the Player signing the Club's offer, upon which he would go to Riyadh to conduct a medical examination and execute the signature of the employment contract after all documents had been reviewed.
- Once the Player was removed from the WhatsApp group, the Player's father informed Mr Almualim of the situation. In response, Mr Almualim attempted to gain an understanding of the situation, which was difficult on account of the ongoing election process at the Club during that time. Eventually, around July 2023, the Club President informed Mr Almualim that he had been given a month-long extension to his presidency, allowing him to manage Club affairs until then. Moreover, the Club President further informed Mr Almualim that the Player's passport had been issued around June 2023, meaning that the Parties could sign the Contract. In response, the Player and his father informed Mr Almualim that they believed the Player's value, now as a Saudi national, was higher. Therefore, the Player asked Mr Almualim to negotiate with the Club, requesting around double the salaries stated in the Contract, to which the Club refused. Mr Almualim relayed the Club's response to the Player's father, who, in turn, stated that the Player would be looking for other options and requested Mr Almualim's assistance in brokering a deal with other Saudi clubs. Ultimately, given that no contract was signed, and the Player was not registered, Mr Almualim did not receive any commission.
- Prompted by the Player's questions regarding the issuance of the passport, Mr Almualim reaffirmed that the Player had been granted nationality around May 2023, but the passport issued around June 2023 contained an issue with his date of birth. Regardless, Mr Almualim stated that the Parties had received a letter from the SAFF confirming that the Player could be registered with the defective passport.
- Mr Almualim confirmed to the Panel that all negotiations between the Parties were held on the basis that the Player would be signed as a Saudi-born player and that the Club's foreign player quota had been met. On the Player's waiver, Mr Almualim stated that he forwarded the document, alongside the Contract, but he did not advise the Player further on that issue. Moreover, Mr Almualim believed the Player was well informed and was aware of the possible issues that could arise in trying to register him as a Saudi-born player on account of his dual nationality. Finally, on the issue of the Player's request for compensation, Mr Almualim was not aware of any salary payments made to the Player, but did recall requesting "pocket money" to assist the Player with his living expenses. Additionally, Mr Almualim stated that, while requesting the above-mentioned money, the Player's father was explicitly informed by the Club that it was unable to pay

any salaries to the Player since the Saudi government would not process the payments, given the absence of an official contract.

49. On this basis, the Respondent submits the following prayers for relief in its Answer:

- “a) Reject the Player’s appeal against the decision passed by the decision passed by the Dispute Resolution Chamber of FIFA on 22 August 2024, registered in FIFA with reference number FPSD-14373.*
- b) Subsidiarily, should this panel decide to condemn the Club to pay a compensation, it should take into consideration that it was never a final employment contract, and thus any awarded compensation shall be reduced per Swiss Law as illustrated herein.*
- c) Alternately, if the panel decides it was a final and binding employment contract that was terminated by the Player with just cause, then article 17.1.ii of FIFA RSTP shall be followed, applying mitigation over the amounts earned by the Player in the overlapping contracts, namely Al Khaleej and Al Batin, so far;*
- d) Order the Appellant to pay for all costs of the present appeal procedure and the whole CAS administration and the Arbitrators fees”.*

V. JURISDICTION

50. Article R47 of the 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”.

51. Article 50(1) FIFA Statutes (May 2024 edition) prescribes that *“[a]ppeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question”.*

52. Additionally, Article 10(3) of the Contract states that:

“Appeals against decisions issued by the FIFA Dispute Resolution Chamber may be made to the Court of Arbitration for Sport. The parties acknowledge the absolute and final authority of the Court of Arbitration for Sport regarding disputes with an international dimension”.

53. The Appellant asserts the CAS’ jurisdiction on the basis of Article 50(1) FIFA Statutes and Article 47 of the CAS Code. In turn, the Respondent does not challenge the CAS’ jurisdiction. Moreover, the Parties signed the Order of Procedure which, *inter alia*, reaffirms the Panel’s jurisdiction.

54. Consequently, the Panel has jurisdiction to hear and resolve this dispute.

VI. ADMISSIBILITY

55. The Appellant filed his appeal within the 21-day deadline set by Article 50(1) of the FIFA Statutes. The Respondent does not dispute this fact. Furthermore, the appeal complied with all other requirements of Article R48 CAS Code, including payment of the CAS Court Office fee.
56. It follows that the appeal is admissible.

VII. APPLICABLE LAW

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

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

58. Article 49(2) of the FIFA Statutes stipulates that “[t]he 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”.
59. The Appellant pled his case on the basis of FIFA regulations and Swiss law, understanding these to be applicable by the functioning of Article R58 of the CAS Code and Article 49(2) of the FIFA Statutes. Likewise, the Respondent argued its case on the same basis and under the same understanding of the applicable law.
60. Thus, the Panel finds that the various regulations of FIFA, in particular the RSTP, apply to the merits of the present dispute, with Swiss law applying subsidiarily in the event that a *lacuna* exists within FIFA’s regulations.

VIII. MERITS

61. Having considered the Parties’ arguments and evidence adduced, as well as the facts of the case, the Panel deems it appropriate to consider the following questions in reaching its decision on the present matter:
- A. Did the Contract constitute a valid employment contract? If so, were the Player’s contractual rights vitiated by the Declaration?
 - B. In the event that the Panel finds that the Contract was indeed binding between the Parties, was the Contract properly terminated and by which party?
 - C. Lastly, what are the consequences, if any, of the termination of the Contract?

A. Did the Contract constitute a valid employment contract? If so, were the Player's contractual rights vitiated by the Declaration?

62. As stated above, it is a key point of dispute between the Parties whether the Contract was legally binding. It is this question which the Panel will first address.
63. In considering whether or not the Contract constitutes a valid employment relationship, the Panel first takes note of the FIFA DRC's conclusion in the Appealed Decision that *"the Player was indeed with the Club and, consequently, that there was an employment relationship between the parties"*. The FIFA DRC reached this conclusion as it interpreted the Respondent's behaviour, in the absence of its formal signature in the Contract, constituted an implicit consent to be bound. The determining facts listed in the Appealed Decision included the Player's prolonged stay at the Club, as well as the Club's social media posts relating to his transfer and presence at the Club.
64. The Player's appeal does not challenge this conclusion, instead being focused on the termination of the Contract and the resulting financial consequences (see *infra*, Sections VIII.B and VIII.C). Conversely, the Club sustains its contention, held at the first instance, that no final and binding contractual relationship existed between the Parties. To that end, the Respondent argues that any contractual relationship between the Parties was conditional on the Player obtaining Saudi nationality. In arguing that this was the intention of the Parties at the time of negotiation the Contract, the Respondent adduces the following facts: (i) the Contract, in Article 5.3, included bonuses on the basis of the Player's participation with the Saudi national team; (ii) the Club's foreign player quota had been met, meaning that only Saudi or Saudi-born players could be registered to play; and (iii) the Player was always aware of such condition as he never sought any contractual benefit or remedy from the Club, instead concluding employment contracts with other clubs during the term of the Contract.
65. The circumstances in which the Contract was negotiated also appear to now be disputed between the Parties. During the hearing, several contradictory statements were made on this point. Notably, Mr Almualim, as a witness called by the Club, stated that the Club's interest in the Player was due to his Saudi-born status. Despite this, it became apparent during the negotiation process, according to Mr Almualim, that complications could arise in trying to register the Player, and that this uncertainty gave rise to the signing of the Declaration by the Player. Taken together with the alleged fact that the Club's foreign-player quota was already met, there was a real possibility that the Club would not be able to register the Player. Conversely, the Player argued the Contract was never conditional on him attaining Saudi nationality. Instead, the Player emphasized the repeated remarks by Club officials that the Parties were bound for four years per the Contract. Furthermore, the Player stressed that he never perceived that any complications would arise during the registration process, hence his willingness to sign the Declaration. Such was the Player's confidence that he saw fit to terminate his contract with Inter Miami CF. Otherwise, the Player argued, he would have never forgone steady employment for an uncertain and conditional possibility of employment.
66. In the absence of express agreement between the Parties as to this point, it is well established in CAS jurisprudence that the Panel must apply Article 18.1 of the SCO, which dictates that:

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

67. In doing so, an arbitrator must consider the wording of the contract and any extrinsic evidence, the latter consisting of *“all the circumstances, which could give an indication as to the real intention of the parties”*, including the subsequent conduct of the parties after conclusion (see, CAS 2021/A/8272, ¶ 84; Decision of the SFT, 4A_155/2017, 12 October 2017, ¶ 2.3; ATF 132 III 268, ¶ 2.3.2; ATF 132 III 626, ¶ 3.1; ATF 131 III 606, ¶ 4.1).
68. *In casu*, there is nothing in the text of the Contract that conditions its enforceability on the Player’s nationality; the only indirect reference to the Player’s Saudi nationality being Article 5.3 (*i.e.*, bonus payments conditional on the Player’s performances with the Saudi Arabian national team). On this point, the Panel is not convinced that these bonuses elude to the entire Contract being conditional on the Player’s Saudi nationality as (i) the Contract could have been perfectly performed in the absence of those bonuses being triggered; and (ii) given that the Player is listed as a *“Yemeni – Born in Saudi Arabia”* and the Contract was drafted under the form applicable to *“Non-Saudi Players”*. Rather, it is perfectly within reason to include this provision on the possibility of the Player gaining Saudi nationality at some point during the term of the Contract. In this respect, it is evident that the anticipation of an event happening during the lifetime of the Contract does not imply that, in the absence of such event, the Contract becomes null and void. In any event, as argued by the Appellant, such a condition would likely be null and void by a *mutatis mutandis* application of Article 18.4 of the RSTP, understanding that a requirement to acquire a nationality to enable registration is analogous to the requirement to obtain a work permit.
69. As to the Contract’s form, the Respondent’s contention that the absence of a signature implies that the Parties were not bound is not persuasive. As already stated in the Appealed Decision, the behaviour of the Parties after the purported conclusion of the Contract is persuasively indicative of a contractual relationship. In particular, the Player remained with the Club for a substantial period, lasting at least between the date identified in the Contract of its coming into effect (*i.e.* 15 July 2022) and the removal of the Player from the Club’s WhatsApp group (*i.e.* 11 June 2023). It is undisputed that during this time the Player trained with the Club’s other players and participated in friendly matches for the Club. It is also undisputed that the Player did not provide footballing services to any other clubs during this period. Nor is there any evidence that the Player received remuneration from any other employers during this period.
70. Further, the Club made several social media posts on its official channels which referred to the Player as being with the Club in an official capacity, including notably the one made on 10 June 2022, which was translated in the Appealed Decision as follows:

“Al-Shabab Club management signed a professional contract with the player Mohamed Abdel Nasser Adam (25 years old), born in the Kingdom, for a period of four years on a free transfer, coming from the American club Miami, starting next summer period. In

turn, the management of Al-Shabab Club wished the player success in his next mission with the Sheikh of Clubs”.

71. The Club has claimed, both before the FIFA DRC and in these proceedings, that the Player was free to leave the Club at any time, and that all that existed between them was a “gentleman’s agreement”, until such time as the Player could obtain Saudi nationality. However, the Club has not provided persuasive evidence that this was the common intention of the Parties at the time of the Contract or during the time that the Player was with the Club. Indeed, this stands in contrast to the apparent continued efforts between the Parties to register the Player during this period. The fact that the Player at a later stage signed with other professional clubs during the envisaged term of the Contract is also not persuasive of there being no binding contractual relationship between the Parties, as this development only came after a point at which the Player had been removed from the Club’s WhatsApp group and the Club had otherwise made clear that it no longer wished to retain the services of the Player, as shall be addressed in detail below. The Club has confirmed that the Contract was based on a standard template contractual agreement which it used for other players, provided by the SAFF.
72. The Club also states at paragraph 34 of its Answer that *“during this period the Player never sought payment of any salary or benefits, nor did he raise any objections to his status within the Club”*. However, this is inconsistent with the Player’s request for and the Club’s making of a payment of SAR 30,000 on 14 December 2022. While the Parties may disagree about the precise nature of this payment, with the Player characterising it as an “advance” of his contractual dues, and the Club claiming this was a gratuitous payment of “pocket money” towards the Player’s expenses, it nevertheless provides evidence of remuneration in connection with the Player’s time at the Club, for which there would be no legal basis if a contractual relationship did not exist between them. Labelling the events that occurred between the conclusion of the Contract and the Player’s exclusion as *“a gentlemen’s agreement”* or *“pocket money”* does not negate the above facts, including the Player’s prolonged stay at and provision of services for the Club, the multiple social media posts portraying the Player as a member of the Club’s playing staff, and the payment, albeit small, made by the Club to the Player.
73. Put simply, as a matter of fact, the Panel is satisfied that the actual joint intention of the Parties within the meaning of Article 18.1 SCO regarding the Contract was to enter and be bound by a valid employment agreement. Accordingly, a formal employment relationship existed between the Parties for the exclusive provision of the Player’s services as a footballer, regardless of whether the Club had countersigned the Contract, as stated by the Player during the hearing, or not, as argued by the Club. As such, the Panel sees no reason to deviate from the FIFA DRC’s determination in the Appealed Decision; it can infer with reference to Article 18.1 of the SCO that an employment relationship existed between the Parties.
74. Before continuing with its analysis, the Panel must make it clear that it does not consider the Declaration as an enforceable or a decisive document in these proceedings. Evidently, a document where an employee agrees to derogate the principal rights conferred by an employment contract (*i.e.*, salaries and other financial entitlements) further exacerbates the power imbalance between employer and employee. Thus, Swiss law, by way of Article 341 of the SCO, legislates against such abuses of power, establishing that “[f]or

the period of the employment relationship and for one month after its end, the employee may not waive claims arising from mandatory provisions of law or the mandatory provisions of a collective employment contract”, payment of salaries being one such condition (see, CAS 2023/A/9574, ¶¶ 55-56; CAS 2020/A/6727, ¶¶ 130-133; CAS 2016/A/4582, ¶ 67). Finally, considering that the Declaration’s trigger was the failure to register the Player, it stands to reason that Article 18.4 of the RSTP would be applicable by analogy once more. Thus, the Panel is satisfied that no relevance shall be given to the Declaration in its analysis of the Player’s claims and the Player’s contractual rights were not vitiated as a result of him signing it.

B. Was the Contract properly terminated and by which party?

75. After establishing that there was a binding contractual relationship between the Parties, the key question for the Panel becomes the circumstances of the Contract’s termination.
76. It seems undisputed that, to the extent a contractual relationship between the Parties existed, it ended on 11 June 2023, being the date on which the Player was removed from the Club’s WhatsApp group for players.
77. Taking into due consideration the evidence adduced and the submissions of the Parties, the Panel is satisfied that the Club had lost its interest in the Player, since it appeared difficult for the Player to obtain Saudi nationality. While the sporting rationale of the loss of interest can be understood, for the reasons set out above, the view of the Club that it was entitled to terminate the contractual relationship on such a basis is neither supported by the Contract, nor by the applicable rules and regulations (namely the FIFA RSTP and, subsidiarily, Swiss law).
78. The Panel can further understand that the Player, after having accepted for several months of competitive inactivity – functionally being put in a kind of professional “stand-by” –, with repeated assurance that the Contract was a four-year contract, after having seen his shirt number be reassigned, after having lost the access to the team WhatsApp group, and basically being asked, through his agent, to “stay away”, decided to depart the Club.
79. Both under the RSTP and Swiss law, a termination of an employment agreement can be executed formally, through notice, or implicitly, through behaviour. This is reflected by Article 17 RSTP, which treats both an unjustified termination of an employment agreement and a justified termination following a substantial breach of the agreement between the parties in the same manner.
80. In the present circumstances, the Panel finds that there are sufficient grounds to find that the Club had terminated the Contract without just cause, considering that the Player’s lack of Saudi nationality cannot be granted the value of representing just cause. If the Panel were to conclude its determinations here, the Club would therefore be fully liable under Article 17 RSTP, basically in the terms requested by the Player.
81. The Panel, however, notes that the Player’s behaviour shows that the Player had also, at least to some extent, lost his interest in continuing the employment relationship with the Club. In fact, the Player apparently did not send any reminders to the Club, did not submit requests to be re-admitted to the WhatsApp group and/or to the training activities of the

Club, and failed to furnish the Club with a notice of termination, ultimately joining another team. Based on the evidence adduced and the oral submissions made at the hearing the Panel is satisfied that the Player, to some extent, demonstrated an interest in terminating the employment relationship with the Club during the term of the Contract.

82. In light of the foregoing, the Panel does not believe that applying Article 17 RSTP would properly address the specific circumstances that led to the breakdown of the Parties' employment relationship. Instead, the Panel turns to Swiss law, in particular Article 337b SCO, which provides the following:

“¹ Where the good cause for terminating the employment relationship with immediate effect consists in breach of contract by one party, he is fully liable in damages with due regard to all claims arising under the employment relationship.

² In other eventualities the court determines the financial consequences of termination with immediate effect at its discretion, taking due account of all the circumstances”.

83. Evidently, the first paragraph of the abovementioned Article closely resembles the compensation mechanism stipulated in Article 17 RSTP, which, as stated above, does not fully reflect the circumstances of the present case. Instead, the Panel turns to the second paragraph, which gives the Panel a margin of discretion when assessing the financial consequences of termination and allows it to consider the totality of the circumstances, as opposed to the more prescriptive procedure under Articles 17 RSTP and Article 337b(1) SCO. For reference, a previous panel, in CAS 2020/A/7262, stated the following:

“Article 17 par. 1 of FIFA RSTP does not encompass cases in which both parties contribute to a situation that ultimately leads to termination of the contractual relationship. It is therefore necessary to refer to Article 337b of SCO. In case termination of the employment relationship occurs due to circumstances that are not attributable exclusively to one party, Article 337b par. 2 of SCO authorizes the judicial body to determine the financial consequences of such termination at its discretion, taking into account all circumstances of the case” (CAS 2020/A/7262, ¶ 7 of case summary. See also ¶¶ 188-190).

84. In light of the application of Article 337b(2) SCO, the Panel recalls again the specific, factual circumstances of the present case, weighing each Parties' behaviour, as follows:

- On the one hand, the Panel notes the following as the Club's contributing actions towards the Contract's termination: (a) the Club's failure to register the Player with the SAFF, purportedly due to the Club's foreign player quota being at capacity; (b) the lack of any payment for around a year, but for SAR 30,000 around December 2022; (c) the Club's obfuscation of its intention to terminate the Contract (*i.e.*, exclusion from WhatsApp group, re-distribution of the Player's shirt number to another player, the Club President's request to the Player's agent for the Player to “stay away”, coupled with the continued referral to an upcoming change of the controlling powers over the Club by a new administration; (d) the possible diminishment of Player's market value on account of a season without playing, as shown by his 2023/2024 salary (*i.e.*, approximately half of what it would have been

at the Club); and, finally, (e) a general lack of support and responsiveness from the Club towards the Player in response to questions regarding his status and potential involvement in the first team.

- On the other hand, the contributing factors towards termination demonstrated by the Player include: (a) the lack of any notice of termination; (b) the absence of evidence of any request for payment of salaries, during or after the employment; (c) and the Player's conclusion of two employment contracts during the term of the Contract, without formally notifying the Club of the prior termination. Finally, while the Club argues that the Player had asked for a higher salary after obtaining a Saudi passport, which could be included within these criteria, this has been disputed by the Player and the evidence available does not support such an allegation. Thus, this last disputed fact will not be considered by the Panel.

85. The Panel is therefore satisfied that both Parties contributed to the termination of the contractual relationship for good cause, even if not in the exact same degree. In particular, the Panel considers that the Club failed to meet the basic requirements of an employer, namely by failing to provide the Player with adequate working conditions by being unable to register him, and then surreptitiously trying to end the employment relationship. Conversely, while the Panel understands the Player was placed in a difficult situation, the Panel nonetheless believes that the Player fell short of behaving in a manner befitting a professional athlete of his experience, namely by failing to take the legal steps required to enforce his contractual rights. Instead, the Player's actions, or lack thereof, cast a shadow on the nature of his relationship with the Club, or rather his own perception of it, whether contractual, *sui generis* or merely informal. In light of the foregoing, the Panel finds that the provision of Article 337b(2) SCO applies in this case.
86. As a result of the foregoing, in accordance with Article 337b (2) SCO, the Panel has to decide at its discretion on the financial consequences of the termination, taking into account all circumstances of the case. In that respect, the provisions set forth by the RSTP, and chiefly its Article 17, are not of immediate assistance. These provisions provide criteria for the quantification of damages only in the event a contract is terminated because of (or through) a breach by one of the parties, *i.e.* in a situation which does not correspond to the present case.
87. Consequently, the Appellant's contention that the Contract was terminated solely by the Respondent without just cause is not accurate. Rather, the Panel finds that the Contract was terminated as a result of both Parties' actions, albeit that the majority of fault for the gradual breakdown in the contractual relationship between the Parties lies with the Respondent. Following this period of gradual decline, characterised on the one hand by continual breaches of the Contract by the Club – including in respect of its egregious failure to pay the salary amounts due to the Player – and on the other hand by a failure by the Player to properly assert his rights as an employee under the Contract, the relationship between the Parties reached a point of total rupture. The Panel finds that date as being 11 June 2023, considering the Payer's exclusion of the WhatsApp group to be the clearest indication of this termination. In such circumstances, the Panel considers that neither the residual value of the Contract nor the application of Article 17 FIFA RSTP provide adequately for the appropriate consequences resulting from such a termination. Given the discretionary powers conferred upon adjudicatory bodies by the

operation of Article 337b(2) SCO, the Panel will proceed to analyse the amount of compensation due through application of this Article.

C. What are the consequences, if any, of the termination of the Contract

88. In application of Article 337b (2) SCO, the Panel notes that its adjudicatory scope as an arbitral body is defined by the requests submitted before it, in particular being barred from awarding more or less than what has been requested by the Parties. *In casu*, the Appellant has requested, *inter alia*, the full value of the Contract (*i.e.* the salaries corresponding to all four years of the Contract), in place of the amount awarded in the Appealed Decision (*i.e.*, the salaries corresponding to the first year of the Contract only), while the Club chose not to appeal the Appealed Decision. Consequently, given the Panel's remit, the compensation corresponding to the first year of the Contract falls outside the scope of the review by this Panel.
89. Therefore, taking as the floor of the total amount to be awarded the amount awarded by the FIFA DRC in the Appealed Decision (*i.e.* no additional discretionary amount), and the ceiling of its possible award the total financial amount due to the Player under the Contract (*i.e.* the full amount requested by the Player in these proceedings), the Panel considers the relevant factors to be relevant in its award of any discretionary amount in application of Article 337b (2) SCO.
90. To recap, the Player joined the Club when he was aged 25, turning 26 shortly after signing the Contract. The Panel finds this noteworthy as a professional football player is often considered to be at his peak performance around his late 20s. Considering that the Player could not play competitive matches for an entire season, it stands to reason that this prolonged period of inactivity came at a delicate time for his professional development, the consequences of which may echo through the latter stages of his career. This perceived professional harm seems to have materialized in the Player's subsequent compensation, being almost half of the compensation he was due under the Contract.
91. In joining the Club, the Player effectively cancelled his previous contract with Inter Miami FC, which would have potentially earned the Player about USD 105,000 per season. The Panel is satisfied that the compensation and the four-year duration of the Contract convinced the Player to leave the United States to join the Club.
92. Once arriving in Saudi Arabia, the Player had good reasons to believe in his future with the Club. It was reasonable for the Player to rely in good faith on the behaviour of Club – *e.g.* the presentation of the Player by the Club on social media, interviews and typical presentation content, his participation in friendly matches and the team's pre-season preparations, etc.
93. Upon experiencing difficulties in obtaining Saudi nationality, the Player attempted to make contact on multiple occasions with the then President of the Club. The Player was repeatedly reassured that he would soon be registered and that his contract was a four-year contract. From July to September 2023, the Presidents at the head of the Club changed repeatedly, undoubtedly making the communication with the Club more difficult for the Player.

94. Furthermore, despite the provisions of the Contract, the Player was only paid a minor sum of SAR 30,000, while the Club postponed the payment of any salaries as the Player continued to render his services – albeit in a limited manner due to the lack of registration of him by the Club with the SAFF.
95. At the end of the season, the President of the Club was no longer available to the Player. The Player states that he felt abandoned by the Club's management. The Player stayed and attempted to clarify the situation, but the team was already undergoing its pre-season preparations and a solution was not in sight. When asked, the Player said that he assumed he was still under contract and would take part in the preparation for the coming season.
96. The Panel notes that the Player entered into a new contract with another club, Al-Khaleej, and received under such contract an amount of SAR 80,000 per month, starting on 5 September 2023.
97. The Panel further notes that the Player entered into a second contract with another club, Al-Batin, and received under such contract an amount of SAR 40,000 per month, starting on 1 September 2024.
98. In considering all these factors, the Panel considers that the consequences of the termination of the Contract were significant for the Appellant and caused him a significant detriment that may have negatively impacted on his ability to earn the sort of amounts provided for in the Contract and his previous employment with Inter Miami FC. In taking due account of all the circumstances of the case and the termination of the Contract, the Panel finds the amount awarded by the FIFA DRC to be insufficient within the context of the application of Article 337b (2) SCO.
99. As a result, the Panel finds it proper to order the payment by the Club to the Player of an amount, in addition to the amount granted in the Appealed Decision, corresponding to 12 monthly salaries that the Player would have earned from the Club, using as a reference the salary payments provided for in the first year of the Contract i.e. 12 x SAR 137,500, for a total of SAR 1,650,000. Interest shall accrue on that amount at the rate of 5% p.a. as from 11 June 2023 to the date of final payment.
100. The above-detailed amount, in addition to the amounts awarded in the Appealed Decision (i.e., SAR 1,500,000), renders a total amount in compensation in favour of the Player of roughly SAR 3,150,000. When considering aggregate value of all salaries due under the Contract, amounting to roughly to SAR 7,350,000 (i.e., SAR 137,500 x 12, plus SAR 146,875 x 12, plus SAR 156,250 x 12, plus 171,875 x 12), the amounts awarded in this Award correspond to about 43% of the total value of the Contract.
101. The Panel considers, in exercising its discretion and having taken into account all circumstances, this to be an appropriate amount to be received by the Player as it reflects the balance of the contributory actions of the Parties leading to the termination. Furthermore, the Panel believes that the additional amount in compensation granted in the present Award provides some measure of relief for the damages suffered by the Player, beyond the salaries that went unpaid in the first year, particularly accounting for (i) the loss of revenue from terminating the Player's Contract with Inter Miami FC; (ii) the impact of year-long break period, impacting the Player's future performance and

earnings; (iii) the Player's legitimate expectation that the Contract would be honoured, irrespective of the issues that arose pertaining to him obtaining Saudi nationality; and (iv) the Player's unreciprocated attempts to remediate the relationship with the Club.

102. Finally, the Panel is cognisant of the remuneration earned by the Player on account of the Al-Khaleej Contract and Al-Batin Contracts. These contracts, and the amounts seemingly paid to the Player pursuant to them, have been duly considered by the Panel in the context of all the circumstances of the case, in accordance with Article 337b (2) SCO. Nevertheless, the Panel does not consider that the amounts awarded in this Award should be directly mitigated by an equivalent amount to the sums earned by the Player under these separate contracts, even though the Player entered into these separate contracts during the original term of the Contract with the Club. As set out above, the additional discretionary amount awarded by the Panel to the Appellant in this Award is not a compensatory amount based on the standard contractual principles for breach of contract referred to in Article 17(1) FIFA RSTP and does not correspond to the residual value of the Contract due to the Player in the second and third years of its term. As such, and while the Panel has considered these separate contracts when considering all the circumstances of the case, the contractual principle of mitigation of compensatory damages does not directly apply in this context.

D. Conclusion

103. In light of the foregoing, the Panel holds that the appeal brought by the Player is to be partially upheld and the Appealed Decision to be modified so that the Respondent is ordered to pay to the Appellant the following:
- As determined in the Appealed Decision and remained unchallenged in this CAS procedure:
 - SAR 45,403.23 as outstanding remuneration plus 5% interest p.a. as from 1 August 2022 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 September 2022 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 October 2022 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 November 2022 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 December 2022 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 January 2023 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 February 2023 until the date of effective payment;

- SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 March 2023 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 April 2023 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 May 2023 until the date of effective payment;
 - SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 June 2023 until the date of effective payment;
 - SAR 50,416.67 as outstanding remuneration plus 5% interest p.a. as from 12 June 2023 until the date of effective payment.
- An additional amount of SAR 1,650,000 (12 x SAR 137,500), plus interest at the rate of 5% p.a. as from 11 June 2023 until the date of full payment.

104. Based on the above, all other prayers for relief are to be dismissed.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 24 September 2024 by Mr Mohammed Abdunnasser Mohammed Adam against the decision issued on 4 September 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is partially upheld.
2. The decision issued on 4 September 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is confirmed but its item n. 3 is amended in the sense that Al Shabab Club is ordered to pay, in addition to the outstanding remunerations already granted by the FIFA Dispute Resolution Chamber, an additional amount of SAR 1,650,000, plus interest at the rate of 5% p.a. as from 11 June 2023 until the date of full payment.
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 12 June 2025

THE COURT OF ARBITRATION FOR SPORT

Prof Dr Martin Schimke
President of the Panel

Michele A.R. Bernasconi
Arbitrator

José Juan Pintó Sala
Arbitrator

Adrián Hernández
Clerk