CAS 2024/A/11060 X. v. Club Y.

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Duygu Yaşar, Attorney-at-Law, Istanbul, Türkiye

in the arbitration between

X., […]

Represented by Mr. Mohamed Dhia Eddine Fekih, attorney-at-law in Sousse, Tunisia

- Appellant -

and

Club Y., Tunisia

Represented by Mr. Essid Akram, attorney-at-law in Sousse, Tunisia

- Respondent -

I. PARTIES

1. X. (the "Player" or the "**Appellant**") – is a professional football player of […] nationality born on […].

2. Club Y. (the "Club" or (the "**Respondent**") is a Tunisian football club affiliated to *Fédération Tunisienne de Football* (the "FTF").

3. The Appellant and the Respondent are hereinafter referred to as the "**Parties**".

II. BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced. 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 Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. Factual Background

5. On 30 August 2021, the Appellant, and the Respondent entered into an employment contract (hereinafter the "**Employment Contract**") valid as from 12 August 2021 until 30 June 2022.

6. In accordance with the Employment Contract, the Respondent undertook to pay to the Appellant *inter alia* the following amounts:

   • Advancement payment: […]

   • Monthly salary: […]

   • Annual performance bonus: […] per year; "the performance bonus will be paid in 4 instalments, the 1st instalment will be paid at the start of each season, the three instalments will be paid each quarter according to the FTF regulations."

7. By correspondence dated 4 January 2022, the Appellant put the Respondent in default for the payments of the following amounts without giving any deadline to the Respondent:

   • […] for the outstanding sign-on fee due on 14 September 2021;

   • […] for the outstanding balance of September salary due on 1 October 2021;

   • […] for the outstanding salary of January due on 1 February 2022;

   • […] for the outstanding performance bonus due in June 2022;

• […] as […] match win bonus due on 17 March 2022.

8. On 26 June 2023, the Appellant sent an email to the Confédération Africaine de Football (the "CAF") Disciplinary Committee, putting the Respondent in copy, stating that the Player had put the Club in default on 4 January 2022. The Player requested CAF to investigate the matter and take the appropriate measures against the Club.

9. On 8 August 2023, CAF advised the Player to submit this case to the relevant competent authorities, including FIFA.

B. Proceedings before the FIFA Dispute Resolution Chamber

10. On 30 June 2024, the Appellant filed a claim in respect of his outstanding receivables before the FIFA Dispute Resolution Chamber (hereinafter the "**DRC**").

11. Despite being invited to do so, the Respondent did not reply to the claim.

12. On 15 November 2024, the DRC issued the grounds of its decision passed on 2 October 2024. The DRC ordered the Respondent to pay to the Appellant the amount of […] corresponding to the fourth installment of the performance bonus, which was outstanding under the Employment Contract at the moment of the termination. (the "**Appealed Decision**").

13. In summary, the DRC ruled that:

- the claim was lodged before FIFA on 30 June 2024. Therefore, in line with art. 23 par. 2 of the Regulations, any amount fallen due before 30 June 2022 are affected by the statute of limitations. The Player's allegations regarding the suspension of the status of limitations, specifically his assertion that the Club indirectly acknowledged its debt towards the Player were found to be directly contradicted by the fact that the Club's successful acquisition of the 2023 license demonstrates that it declared that it has no overdue payables.

- the statute of limitations has not been suspended and the Claimant's requests for remuneration due before June are time-barred. Consequently, the Claimant's claim related to the following payments is considered inadmissible, since they all became due before 30 June 2022:

  • The outstanding signing fee due on 14 September 2021;
  • The remaining balance of the salary of September 2021;
  • The salary of January 2022; and
  • The winning bonus due on 17 March 2022.

- According to the Employment Contract, the performance bonus was to be paid in 4 instalments, *i.e.*, in every trimester of the season. Therefore, the fourth instalment of the bonus was due at the end of the last trimester of the season, *i.e.*, end of June 2022.

- Consequently, based on the above, the Single Judge decided that the fourth instalment of the bonus, in the amount of […], was to be paid by the end of June 2022 and therefore, considering the claim was lodged on 30 June, this part of the Claimant's request was admissible.

14. The DRC so ordered in the operative part of the Appealed Decision:

"*The claim of the Claimant, X., is accepted insofar it is admissible.*

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

- […] *as outstanding remuneration plus 5% interest p.a. as from 1 July 2022 until the date of effective payment.*

Any further claims of the Claimant are rejected. (...)"

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 6 December 2024, the Appellant filed his statement of appeal (the "**Statement of Appeal**") with the Court of Arbitration for Sport (the "**CAS**"), in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the "**CAS Code**") with respect to the Appealed Decision. In his Statement of Appeal, the Appellant requested that the dispute be decided by a sole arbitrator and that English be the language of the arbitration. On 14 December 2024, the Respondent filed a submission named "Respondent Response to the Statement of Appeal", in which it, in sum, objected to certain procedural requests by the Appellant, provided its version of the facts and the law and, lastly, presented its prayers for relief

16. On 16 December 2024, the CAS Court Office invited the Respondent to clarify within three (3) days whether its letter shall serve as its anticipated Answer in accordance with Article R55 of the CAS Code.

17. No answer was received from the Respondent.

18. In accordance with Article R51 of the Code, and following several time-limit extensions, the Appellant submitted his Appeal Brief on 10 February 2025 .

19. On 12 February 2025, the CAS Court Office set a deadline for the Respondent to file its Answer according to Article R55 of the CAS Code within 20 days upon receipt of the CAS letter by email. The CAS Court Office informed the Parties that if the Respondent failed to submit its Answer by the given time limit, the sole arbitrator might nevertheless proceed with the arbitration and deliver an award.

20. On 21 February 2025, the Appellant submitted an Application for Legal Aid.

21. On 3 March 2025, the Respondent filed its Answer by email only.

22. On 6 March 2025, the CAS Court Office granted the Respondent three (3) days to advise whether it had filed its Answer within the prescribed deadline by courier and, if so, provide proof of sending.

23. On 7 March 2025, in response to the Respondent's email advising it sent its Answer in the attached file, the CAS Court Office reminded the Respondent to provide the CAS Court Office with proof of timely sending the Answer by courier within the time limit set in its letter of 6 March 2025.

24. On 12 March 2025, the CAS Court Office in accordance with Article 55 of the CAS Code, determined that the Respondent's answer had not been submitted in a timely manner. The Parties were requested to notify the CAS Court Office by 19 March 2025, whether they would prefer a hearing to be conducted in this case or for the Panel to issue an award solely based on the Parties' written submissions Additionally, the Parties were asked to indicate if they requested a case management conference within the prescribed deadline.

25. On 17 March 2025, the Appellant requested a case management conference not only to address procedural issues, but also regarding the Respondent's failure to pay the Player's remuneration and its CAF licensing acknowledgment of debt. The Appellant also requested that a hearing be conducted under Article R57 para. 2 for a full de novo review, considering the Respondent's failure to contest the claim before FIFA DRC and the need to introduce critical financial and regulatory documents. The Appellant also requested the production of CAF licensing records and financial documentation, which would serve as an implicit acknowledgment of debt, and reserved the right to introduce supporting evidence.

26. On 31 March 2025, the Athletes' Commission of the International Council of Arbitration for Sport issued an Order granting assistance for the CAS arbitration costs from the Football Legal Aid Fund.

27. On 4 April 2025, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division and further to Article R54 of the CAS Code, that Ms. Duygu Yaşar, Attorney-at-law in Istanbul, Türkiye, had been appointed as Sole Arbitrator.

28. On 6 May 2025, the Sole Arbitrator rejected the Appellant's request for document production and informed that the grounds for such decision would be given in this final Award. The Parties were advised that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator decided to hold a hearing by videoconference. They were provided with a list of available dates and were requested to confirm their availability. Furthermore, given that the Respondent's answer was not filed in a timely manner, the Respondent was reminded that it would only be permitted to make oral submissions in respect of the evidence already on record. Specifically, the Respondent was reminded that it was not entitled to call any witnesses or adduce any new evidence at the hearing.

29. On 9 May 2025, the hearing was scheduled for 15 May 2025. The parties were invited to provide the CAS Court Office with their lists of participants and were also invited to

sign and return a copy to Order of Procedure which was enclosed within the same deadline.

30. On 13 May 2025, the Appellant returned the signed Order of Procedure, having already sent its list of participants by letter of 8 May 2025.

31. On 14 May 2025, no signed Order of Procedure, nor any list of participants had been provided by the Respondent.

32. The Respondent, however, provided the name and email address of its participant the night before the hearing despite the time-limit for doing so having expired the day before.

33. On 15 May 2020, the hearing took place entirely by video conference.

34. In addition to the Sole Arbitrator and Ms. Lia Yokomizo, CAS Counsel, the following persons attended the hearing:

- For the Appellant: Mr. Mohamed Dhia Eddine Fekih and Mr. Boughrara Kaheld Ben Mohamed, both as counsel, and X., the Player.

- For the Respondent: Mr. Essid Akram, as counsel, belatedly joined the hearing.

35. Those present waited an hour for the Respondent’s counsel to connect despite the fact that several invitations were sent to him in different email accounts and that the CAS Counsel reached out to him over the phone several times to attempt to assist him in connecting. An objection to the lateness of the hearing was presented by the Appellant's representative with which the Sole Arbitrator agreed and decided to proceed with the hearing in the absence of the Respondent.

36. At the outset of the hearing, the Appellant confirmed that he had no objections to the constitution and composition of the Panel. The Appellant proceeded to make opening submissions and the Player was allowed to make a statement. Then, after the Appellant made his closing statements, the Respondent's counsel was able to establish a phone connection and submit its own closing statements within the limits set in the CAS Court Office's letter of 6 May 2025, despite experiencing issues with his microphone and camera. Subsequently, the parties were granted the chance to present a reply and rebuttal.

37. The Appellant objected in his reply at the hearing, arguing that the Respondent's submissions during the hearing should be considered inadmissible due to the Respondent's participation at the hearing following the Appellant's closing statements. Nevertheless, at the end of the hearing, the Parties made no further procedural objections.

38. Following the conclusion of the hearing, the Appellant filed a correspondence detailing his objections regarding the Respondent’s participation in the hearing.

39. The Respondent was invited to provide its comments to said correspondence by 19 May 2025.

40. No response was filed by the Respondent in response to the above.

IV. SUBMISSIONS OF THE PARTIES

A. Appellant

41. The following summary of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Sole Arbitrator confirms, however, that she has carefully considered all the submissions made by the Parties, whether or not there is specific reference to them in the following summary.

42. The Appellant's submissions, in essence, may be summarized as follows:

- The Appellant argues that the statute of limitations concerning his claim against the Respondent should be suspended. This argument is based on specific provisions of Swiss law and the procedural misconduct of the Respondent. The Appellant contends that the Respondent's actions created significant barriers to his ability to pursue his claim, thereby justifying the suspension of the limitation period.

- The Appellant asserts that the procedural hindrance caused by the Respondent's withholding of the employment contract and failure to respond to default notices justifies the suspension of the limitation period. This obstruction delayed the filing of claims and should have been recognized under Swiss Code of Obligations (Articles 2 and 129) as a valid interruption of the limitation period.

- The Appellant points out that FIFA's Regulations on the Status and Transfer of Players (RSTP) establish a two-year statute of limitations under Article 23(3). However, these regulations do not address how the acknowledgment of debt impacts the limitation period.

- The absence of explicit provisions regarding the interruption or restart of the limitation period when a debtor acknowledges a debt creates a regulatory gap that necessitates the application of Swiss law as a subsidiary source of interpretation.

- According to Article R58 of the CAS Code and Article 56(2) of the FIFA Statutes, Swiss law governs matters not explicitly covered by FIFA regulations.

- The Appellant asserts that, given the silence of FIFA RSTP on the interruption of limitation periods, Swiss law must be applied. This is particularly relevant in the context of the Respondent's CAF licensing application, which the Appellant argues constitutes an acknowledgment of debt.

- Under Article 135 of the Swiss Code of Obligations (SCO), the limitation period is interrupted when the debtor acknowledges the claim. The Appellant claims that the

Respondent's application for a CAF license constituted such an acknowledgment, effectively interrupting the limitation period.

- Furthermore, Article 137(1) SCO states that once a claim is acknowledged, a new limitation period begins from the date of acknowledgment. The Appellant argues that since the Respondent acknowledged its debt through the licensing process, the limitation period should be restarted.

- The Appellant emphasizes that the Respondent's failure to provide a signed copy of his employment contract delayed his ability to file a claim. This procedural misconduct prevented him from asserting his rights in a timely manner.

- The Appellant argues that under Article 134(1) SCO, the limitation period does not run as long as the creditor is unable to act against the debtor. The inability to file the claim due to the Respondent's obstruction reinforces the argument for suspension of the limitation period.

- The Respondent's CAF licensing application, which required proof of no overdue payables, is framed by the Appellant as a misleading declaration that should be treated as an acknowledgment of its outstanding financial obligations.

- The Appellant contends that the Club either misrepresented its financial status or falsely declared compliance with licensing regulations, which should bar it from relying on a strict time-bar defense.

- As a conclusion, the Appellant asserts that the combination of FIFA's regulatory silence regarding the interruption of limitation periods, the acknowledgment of debt through the CAF licensing application, and the Respondent's procedural misconduct justify the suspension of the statute of limitations. Therefore, the Appellant urges the CAS to recognize that his claim remains valid and enforceable, in accordance with Swiss law and principles of fair play and financial integrity.

43. In his Appeal Brief, the Appellant set forth the following motions for relief:

"1. DECLARE this appeal admissible.

2. CONFIRM that CAS shall retain jurisdiction over the dispute for the purpose of ruling on the unpaid overdue payables that were wrongfully declared time-barred and that remain due and payable before 30 June 2024.

3. DECLARE that the present appeal should be limited to the scope of the amounts declared time-barred in the FIFA decision.

4. SET ASIDE the Decision of the FIFA Dispute Resolution Chamber (DRC) dated 2 October 2024 in its entirety, on the grounds that it incorrectly deemed the Appellant's claim time-barred without fully considering the factual and legal elements supporting the suspension or interruption of the statute of limitations, or in the alternative Overturn FIFA DRC's ruling that declared part of the Player's claim time-barred.

5. RECOGNIZE that the Respondent, Club Y. failed to contest the debt, and therefore, FIFA DRC should have shifted the burden of proof onto the Club to demonstrate payment, deferment, or valid dispute of the amounts owed.

6. COMPEL the Respondent Club to submit these financial documents to confirm whether the licensing application was based on truth or misrepresentation and whether the Club acknowledged its debt either explicitly or implicitly.

7. DECLARE that the limitation period was interrupted and restarted pursuant to Articles 135 and 137(1) SCO as demonstrated by its 2023 CAF licensing misrepresentation, player credit's action and the debtor Club's complete failure to contest the debt.

8. RECOGNIZE that the FIFA DRC erred in its application of the statute of limitations, as the limitation period was interrupted and restarted under Swiss law (Articles 135 and 137(1) SCO) due to the Respondent Club's actions.

9. HOLD the Respondent accountable for its financial obligations, ensuring that the Player receives his full contractual entitlements.

10. ISSUE a new decision on the merits that SUBSTITUTES the challenged FIFA decision which CONFIRM that the amounts claimed by the Player before 30 June 2024 are NOT time-barred and remain legally enforceable.

11. ORDER the Respondent to pay the full amount owed to the Player before 30 June 2024.received by the player which was wrongfully declared time-barred by the FIFA Single Judge in the challenged FIFA decision including the accrued applicable interest of 5% per annum from the respective due dates until the date of full payment, as follows:

- […] *as outstanding signing fee, originally due on September 14, 2021.*

- […] *as remaining balance of the September salary, due on October 1, 2021.*

- […] *as overdue January salary, due on February 1, 2022.*

- […] *as ¾ of the Performance Bonus, due before June 30, 2022 given that the last ¼ installment awarded by FIFA not time-barred was duly paid and received by the Player.*

- […] *as* […] *match win bonus, due on March 17, 2022.*

12. ORDER the Respondent to bear all procedural costs incurred in these proceedings.

13. ORDER the Respondent to cover the Appellant's legal fees and expenses, including but not limited to CAS procedural costs, Legal representation fees and Other case-related expenses.

14. CONFIRM that the Respondent's procedural conduct—including failure to provide a validly signed contract, refusal to respond to default notices, and reliance on licensing regulations—necessitated the present appeal and justifies full cost allocation in favor of the Appellant.

Ultimately, the Appellant respectfully requests that the Sole Arbitrator Order the Respondent to produce all CAF licensing submissions related to the 2023 CAF club licensing process, including under Article R44.3 of the CAS Code, specifically:

➔ *The signed declaration of financial compliance required under Article 60(4) of the CAF Licensing Regulations(confirming the absence or existence of overdue payables towards the Appellant as he is a former employee).*

➔ *Any financial documents submitted to the licensor (bank records, payment confirmations, balance sheets proving full payment of the overdue wages to the Appellant).*

➔ *Any correspondence between the Club and CAF regarding financial compliance and overdue payables towards the Claimant, particularly in response to the Claimant's default notice—which was also copied (CC) to both FTF and CAF and remained unanswered.*

➔ *Any deferment agreements the Club may have claimed to CAF to justify non-payment.*

➔ *CAF or FTF audit reports verifying whether the Club's financial statements were independently reviewed for compliance towards the Appellant with regard to the disputed overdue payables."*

44. The following arguments were raised by the Appellant in the correspondence filed after the closing of the hearing:

i. **The Respondent's Procedural Intervention Post-Closure of the Appellant's Statement:** The Appellant asserts that the Respondent's procedural intervention made after the closure of its oral statement violated procedural fairness, equality of arms and the right to be heard, as guaranteed under Articles R44.1 and R57 CAS Code and Article 6(1) of the European Convention on Human Rights. The Appellant further argues that, at no point, before or during the first part of the hearing, did the Respondent object, submit any procedural motion, or provide justification for its non-submission of an Answer. The Respondent's sudden intervention after the closure of the Appellant's final statement amounts to a procedural ambush and must be declared inadmissible.

ii. **Non-Signature of the Order of Procedure – Waiver of Rights:** The Appellant emphasized that the Respondent failed to sign the CAS Order of Procedure by the stipulated deadline of 13 May 2025 and did not provide any justification. The Appellant asserts that, as per CAS jurisprudence, this constitutes a waiver of the right to raise procedural objections or submit arguments post-hearing

commencement. As a result, the Respondent's intervention is procedurally inadmissible and should be removed from the record.

iii. **False Claim Regarding CAF Licensing Regulations – Legal Error:** The Respondent claimed CAF Licensing Regulations were optional, which the Appellant refutes as a legal error. Thus, the Respondent's license to participate in the CAF Champions League 2023 could not have been obtained without a financial declaration — and this declaration either acknowledged the debt or fraudulently concealed it. In either case, under Swiss law, this has direct legal consequences on the interruption or suspension of the statute of limitations**.**

iv. **Applicable Law – Swiss Law, Not Tunisian Law:** Any assertion by the Respondent that Tunisian law governs this appeal is procedurally and legally unfounded**.**

45. The Appellant requested the Sole Arbitrator to:

- Declare inadmissible any procedural or substantive intervention made by the Respondent after the Appellant's closure of oral statements;

- Strike from the record any objections or arguments raised post-closure, especially in light of the Respondent's failure to sign the Order of Procedure and refusal to participate fully in earlier proceedings;

- Record the Respondent's procedural default and waiver of rights to contest facts or raise new defenses;

- Proceed to adjudicate the appeal de novo, based on the evidence on record and the Appellant's right to be heard fairly and without procedural ambush.

B. Respondent

46. The Respondent's Answer was deemed inadmissible since it was not filed in accordance with Article R55 of the CAS Code (see section IX below).

47. During the hearing, the Respondent was allowed to participate within a limited scope (see section III, par. 28). It argued, in summary, that:

(i) Primarily, the issue at hand is whether the FIFA DRC accurately implemented the time limit stipulated in the RSTP.

(ii) It is not mandatory for the Club to submit financial documents when applying for a CAF license; it is merely an option. When the Club submitted an application for the license, there was no disagreement with the Player.

(iii) The Respondent refutes the Appellant's assertion that Swiss Law should be applied in connection to the RSTP's 2-year time limit due to a legal silence in the RSTP, asserting that the RSTP is unambiguous.

(iv) A copy of the contract is provided to the club, a copy is given to the player, and a copy is sent to the FTF when a club executes a contract with a player, as per FTF Regulations. Based on the aforementioned, there is no evidence to imply that the claimant did not possess a copy of the contract.

(v) The FIFA DRC made the appropriate decision based on the evidence in the file. It implemented the legislation accurately.

(vi) The Respondent requested the validation of the FIFA decision and the rejection of the appeal.

48. The admissibility of said submissions will be analysed in section VIII-B below.

V. JURISDICTION

49. Article R47.1 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."

50. Pursuant to Articles 56.1 and 57.1 of the FIFA Statues (2022 edition), respectively:

- "FIFA recognizes 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."

- "Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question."

51. The Appealed Decision included a paragraph immediately below its operative part stating that *"[a]ccording to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS)*".

52. None of the Parties raised any jurisdictional objection; it follows that the CAS has jurisdiction to decide the present dispute.

VI. ADMISSIBILITY

53. Article R49 of the CAS Code states the following:

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit*

for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document".

54. According to Article 57.1 of the FIFA Statutes (2022 edition), "*[a]ppeals…shall be lodged with CAS within 21 days of receipt of the decision in question*". FIFA notified the grounds of the Appealed Decision on 15 November 2024. The Appellant filed his appeal on 6 December 2024, *i.e.*, within the 21 days allotted under Article 57.1 of the FIFA Statutes. The appeal further complies with all the admissibility requirements set forth in Articles R48 *et. seq* of the CAS Code. It follows that the appeal is admissible.

VII. APPLICABLE LAW

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

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

56. According to Article 56.2 of the FIFA Statutes (2022 edition), *"[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*".

57. In accordance with the above provisions, as is undisputed by the Parties, the Sole Arbitrator must decide the present dispute in accordance with the various FIFA regulations, in particular the June 2024 edition of the RSTP and, additionally, Swiss law.

VIII. PRELIMINARY MATTERS

A. The Appellant's objections regarding the Respondent's participation during the hearing.

58. The Appellant, in his post-hearing submission, argued, *inter-alia*, that the Respondent's procedural intervention made after the closure of its oral statement, violated procedural fairness, equality of arms, and the right to be heard, as guaranteed under Articles R44.1 and R57 CAS Code and Article 6(1) of the European Convention on Human Rights. The Appellant further argued that, at no point, before or during the first part of the hearing, did the Respondent object, submit any procedural motion, or provide justification for its non-submission of an Answer. The Respondent's sudden intervention after the closure of the Appellant's final statement amounts to a procedural ambush and must be declared inadmissible.

59. Before addressing the Appellant's objections, the Sole Arbitrator shall evaluate the inadmissibility of the Answer and its consequences.

60. As per paragraphs 21-24 above, while the Respondent did file an Answer by email on 3 March 2025, it failed to observe the formalities provided for in Article R31 of the Code and its Answer was deemed inadmissible by the CAS Court Office. The Sole Arbitrator agrees with this conclusion.

61. Having established this, it is then necessary to determine what are the consequences of the Respondent's failure to provide an admissible Answer.

62. In the Sole Arbitrator's view, there is no rule in the CAS Code providing that a respondent loses its right to be a party altogether and/or to defend itself in the subsequent stages of the arbitration proceeding if it does not file an answer in a timely manner. In this context, a CAS panel has previously discussed;

> *"First of all, the Panel observes that there is no rule of the CAS Code providing that a respondent loses its right to be a party altogether and/or to defend itself in the subsequent stages of the arbitration proceeding if it files a belated answer. Article R55 of the CAS Code, which deals with a belated answer, only indicates that "[i]f the Respondent fails to submit its answer by the stated time limit, the Panel may nevertheless proceed with the arbitration and deliver an award". This is particularly telling when compared to other provisions of the CAS Code that do require the withdrawal or termination of a case for a belated filing. In particular, the Panel refers to:*
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> - *Article R49 of the CAS Code, which states that the"Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late"; and*
>
> - *Article R51 of the CAS Code, which provides that if the appallant fails to submit its appeal brief within the set time limit, "the appeal shall be deemed to have been withdrawn".* (CAS 2019/A/6463-6464, at par. 104)

63. As per Article R56 *"Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer."*

64. In this respect, the Sole Arbitrator recalls that the consequences for the late submission of the answer, *i.e.*, the limits for the Respondent's participation during the hearing, were clearly set in the CAS Court Office's letter of 6 May 2025, which stated that *"the Respondent shall be permitted solely to make oral submissions in respect of the evidence already on record. Specifically, the Respondent shall not be entitled to call any witnesses or to adduce any new evidence at the hearing."*

65. On 8 May 2025, the Appellant responded by stating, *"We confirm that we will comply with the limitations on the submission of new evidence or witnesses and acknowledge the scope of the hearing as delineated in your letter."*

66. In other words, the Appellant was aware that the Respondent would be permitted to participate in the hearing and the extent of its submissions, despite the fact that it did not submit an answer. Yet, it did not file any objection against such participation, nor with regard to the scope thereof, prior to the day of the hearing.

67. The Sole Arbitrator acknowledges the significance of the importance of procedural fairness and equality of arms in any arbitration proceeding. Nevertheless, the Sole Arbitrator maintains that the Respondent's tardiness only precludes the Respondent from taking part in those acts, during the hearing, which were already held prior to its joinder. It does not preclude it from participating in those acts for which it did arrive in time. Moreover, such participation does not constitute a violation of procedural fairness and equality of arms in any arbitration proceeding, provided that the Respondent is subjected to the consequences of its tardiness, as mentioned above.

68. In the case at hand, the Respondent joined the hearing relatively close to the conclusion of the closing statement of the Appellant. As a result, the Respondent was allowed to present a closing statement of its own and, later, a rebuttal. As a result of its late attendance at the hearing, the Respondent was unable to listen and respond to the Appellant's opening statement and the Player's statement, or to provide an opening statement in the same manner as the Appellant. To put it simply, the Respondent endured consequences for its tardiness and lack of preparation for the hearing. Finally, the Sole Arbitrator cannot agree with the Appellant's contention that "*a party who fails to sign the Order of Procedure without explanation loses the right to raise new procedural objections, submit arguments, or intervene after the hearing has begun*".

69. Article R56 of the CAS Code *"[a]fter the case management conference, if any, and prior to the hearing, if any, but at least prior to the termination of the evidentiary proceedings, the Panel shall issue an order of procedure setting forth the major elements of the arbitration procedure"*

70. By signing the order of procedure, the parties confirm the matters specified in the Order of Procedure. Nowhere in the Code is it stated that the failure to sign the Order of Procedure amounts to the defaulting party's loss of rights to participate in the hearing, as argued by the Appellant. Furthermore, despite making a generic mention to "*CAS jurisprudence"* in that regard, the Appellant failed to bring forth any precedents in support of its allegations.

71. In light of the aforementioned, the Sole Arbitrator rejects the Appellant's post-hearing objections.

B. The admissibility of the Respondent's arguments during the hearing

72. Notwithstanding the above, the Sole Arbitrator notes that, as certain limits were imposed in respect of the Respondent's submissions during the hearing, the Sole

Arbitrator finds that, as a matter of procedural fairness, she must proceed to an analysis of the admissibility of each of the Respondent's submissions held during the hearing.

73. The Respondent's submissions during the hearing have been summarized under paragraph 47.

74. As the arguments listed in subparagraph 47(iv) do not refer to evidence already on record, they extrapolate the limits of the Respondent's participation during the hearing and, consequently, shall be deemed inadmissible.

75. On the other hand, as the arguments listed in the other subparagraphs of paragraph 47 do comply with the aforementioned limitation, they are deemed admissible and shall, therefore, be considered by the Sole Arbitrator when rendering the present award.

IX. MERITS

76. It is undisputed that the Parties concluded an Employment Contract on 30 August 2021, and the claim was lodged before FIFA on 30 June 2024. Therefore, the main question to be addressed by the Sole Arbitrator in this Award is whether the Player's claim time-barred.

77. As per the Appealed Decision, the claim of the Appellant would be time-barred based on Article 23(3) RSTP (June 2024 Edition), which provides:

"The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case."

78. In the Appealed Decision, the FIFA DRC decided that the statute of limitations had not been suspended and the Claimant's requests for remuneration due before 30 June 2022 were time-barred thus the Appellant's claim related to those payments was considered inadmissible.

79. In his Appeal Brief, the Appellant submits that the combination of FIFA's regulatory silence regarding the interruption of limitation periods, the acknowledgment of debt through the CAF licensing application, and the Respondent's procedural misconduct justify the suspension of the statute of limitations. Therefore, the Appellant urges the CAS to recognize that his claim remains valid and enforceable, in accordance with Swiss law and principles of fair play and financial integrity.

80. The FIFA DRC, upon reviewing the Player's allegations regarding the suspension of the statute of limitations – specifically the Player's assertion that the Club indirectly acknowledged their debt to the Player by acquiring the CAF license for 2023 –, concluded that, as the Club successfully obtained its 2023 license (as pointed out by the Player), it is evident that the Club declared it has no overdue payables. The FIFA DRC found that this directly contradicted the Player's allegations and that there was no evidence in the file to suggest that the Club had indirectly acknowledged its debt to the Player.

81. The Sole Arbitrator finds that Article 23(3) RSTP is strictly worded and leaves little room for interpretation and leniency. The phrase "*since the event giving rise to the dispute*" refers to an objective moment in time that is to be ascertained. In this regard, the FIFA DRC appropriately assessed the due dates of the amounts that were claimed under the Employment Contract. There is no mention in Article 23(3) RSTP of any exceptions that would interrupt or suspend the period that commences after the event that gave rise to the dispute.

82. The Sole Arbitrator concurs with the FIFA DRC's finding that, by acquiring the CAF license for 2023, it is evident that the Club declared it had no overdue payables, and this directly contradicts the Player's allegations that the Club had indirectly acknowledged its debt to the Player. Having stated this, the Sole Arbitrator goes further by determining that the outcome would not have been altered if the Respondent had implicitly or expressly acknowledged the debt through the CAF license application. As mentioned before, the only important moment under Article 23(3) RSTP for ascertaining the time limitation for introducing a dispute before the FIFA Football Tribunal is that of the occurrence of the event giving rise to the dispute. A potential acknowledgement of debt has no impact on that objective moment.

83. Furthermore, the articles of the SCO regarding prescriptive periods refer only to a civil claim through public courts. By way of example, according to Article 128(3) SCO, claims in connection with work performed by employees for their employers prescribe after 5 years; however, this provision does not invalidate Article 23(3) RSTP. Similarly, the relevant articles of SCO within the scope of prescriptive periods do not apply by analogy to interrupt or suspend the time limit outlined in the RSTP. As evidenced by the wording of Article 23(3) RSTP, the limitation here is directly addressed to the Football Tribunal and therefore must be examined *ex officio* in each individual case, whereas the prescriptive periods in SCO address the claim itself, and a court may not apply the prescriptive defence of its own accord. Consequently, the Sole Arbitrator concludes that the timeframe specified in Article 23(3) RSTP is a procedural limitation that applies to the filing of a claim with FIFA and does not preclude the Claimant from exploring other avenues to pursue the claim to which it does not apply.

84. In this regard, a CAS panel has previously explained:

> "85. *The Panel finds it noteworthy that the FIFA DRC concluded that the Appellant's request for the salaries and bonuses accrued before the date of 30 April 2015 was "barred by the statute of limitations in accordance with Article 25 par. 5 of the FIFA Regulations".*
>
> 99. *The Panel's rationale used to reach its conclusion on this issue is grounded in the relative merit of the parties' arguments. This said, it is debatable whether Article 25 par. 5 of the FIFA Regulations constitutes a true statute of limitations with the meaning that a claim cannot be brought to before any competent tribunal after two years. In fact, Article 25 par. 5 of the FIFA Regulations seems to be specifically addressed to the internal bodies of FIFA: the PSC, the DRC, the Single Judge or the DRC Judge. FIFA's intent is clear in that it has determined, perhaps for reasons of expediency and resource management, that the FIFA DRC will not hear a claim*

> *if it is filed two years after the event giving rise to the dispute. The question remains whether this limitation also applies outside of the scope of FIFA's internal dispute resolution mechanisms."* (CAS 2018/A/6045, at paras. 85 to 86)

100. In light of the above, the Sole Arbitrator concludes that, even if the Respondent expressly or implicitly acknowledged the debt in its CAF license documents, it would have no effect on the interruption of the time-limit provided in the RSTP, as no interruption applies. In other words, the CAF licensing records and financial documentation are irrelevant because, even if there was an acknowledgement of debt, the time-limit for filing a claim before the FIFA Football Tribunal would not be suspended. Therefore, as per par. 1 of Article R44.3 CAS Code, the relevance of the CAF licensing records and financial documentation could not be demonstrated.

101. The Sole Arbitrator recognizes the Player's situation, given the challenges he faced in obtaining a signed copy of his contract. However, legal certainty necessitates that the limitation period be strictly adhered to, as outlined in Article 23(3) of the RSTP.

102. The Sole Arbitrator finds that the Player's claim was time-barred and, as a consequence of this conclusion, the Appealed Decision is to be upheld.

103. The Sole Arbitrator emphasizes that the appeal is dismissed without prejudice that the Player may explore other avenues to pursue the claim to which Article 23(3) RSTP does not apply.

X. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by X. on 6 December 2024 against the decision issued on 2 October 2024 by the FIFA Dispute Resolution Chamber is dismissed.

2. The decision issued on 2 October 2024 by the FIFA Dispute Resolution Chamber is confirmed.

3. (…).

4. (…).

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

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

THE COURT OF ARBITRATION FOR SPORT

Duygu Yaşar
Sole Arbitrator