CAS 2020/A/7443 Mahmoud Abdelmonem Abdelhamid Soltane v. Zamalek Sporting Club
CAS 2020/A/7446 Zamalek Sporting Club v. Mahmoud Abdelmonem Abdelhamid Soltane, CD Aves & Al Ahly Sporting Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Prof. Dr Martin Schimke, Attorney-at-Law, Dusseldorf, Germany

Arbitrators: Prof. Dr Ulrich Haas, Professor of Law, Zurich, Switzerland

Mr Michele A.R. Bernasconi, Attorney-at-Law, Zurich, Switzerland

Ad hoc Clerk: Mr Dennis Koolaard, Attorney-at-Law, Arnhem, the Netherlands

in the arbitration between

Mahmoud Abdelmonem Abdelhamid Soltane, Egypt

Represented by Mr Ali Abbes and Mr Mohamed Rokbani, Attorneys-at-Law in Monastir, Tunisia

- Appellant / First Counter-Respondent -

Zamalek Sporting Club, Cairo, Egypt

Represented by Mr Salvatore Civale and Ms Elena Raccagni, Attorneys-at-Law in Nocera Inferiore, Italy

- Respondent / Counter-Appellant -

CD Aves, Vila das Aves, Portugal

Represented by Mr Luis Cassiano Neves and Mr Frederico Bensimon, Attorneys-at-Law in Porto, Portugal

- Second Counter-Respondent -

Al Ahly Sporting Club, Cairo, Egypt

Represented by Mr Gianpaolo Monteneri and Ms Anna Smirnova, Attorneys-at-Law in Zurich, Switzerland

- Third Counter-Respondent -

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I. PARTIES

1. Mr Mahmoud Abdelmonem Abdelhamid Soltane, also known as "Kahraba" (the "Player"), is an Egyptian professional football player.

2. Zamalek Sporting Club ("Zamalek") is a football club with its registered office in Cairo, Egypt. Zamalek is registered with the Egyptian Football Association (the "EFA"), which in turn is affiliated to the *Fédération Internationale de Football Association* ("FIFA").

3. CD Aves is a football club with its registered office in Vila das Aves, Portugal. CD Aves is registered with the Portuguese Football Federation (the "FPF"), which in turn is also affiliated to FIFA.

4. Al Ahly Sporting Club ("Al Ahly") is a football club with its registered office in Cairo, Egypt. Al Ahly is registered with the EFA.

5. The Player, Zamalek, CD Aves and Al Ahly are hereinafter jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background Facts

7. On 26 July 2015, Zamalek and the Player entered into an employment contract (the "First Employment Contract"), valid for a period of four seasons, until the end of the 2018/19 season. Under this agreement, the Player was entitled to yearly salaries of EGP 3,000,000, EGP 3,133,000, EGP 3,133,000 and EGP 3,266,000 respectively. The First Employment Contract was registered with the EFA on 4 August 2015.

8. According to the Player, on 14 or 16 July 2016[1], due to blackmail exercised by Zamalek, he signed a blank employment contract, i.e. an employment contract that did not specify the salary to be paid and the length of the engagement. Zamalek denies that such blank contract was concluded.

9. On 17 July 2016, the Player, Zamalek and the Saudi football club Al-Ittihad, signed a loan agreement according to which the Player's services were temporarily

[1] The Panel notes that the Player inconsistently refers to 14 or 16 July 2016 as the date he would allegedly have signed a blank contract with Zamalek. The Panel finds that this does not have a material impact on the proceedings, but has opted to refer to 14 July 2016 in this Award as this was the date that was explicitly confirmed by the Player during his examination at the hearing.

transferred to Al-Ittihad for a period of one season against payment of a loan fee of USD 1,200,000.

10. On 28 June 2017, the Player, Zamalek and Al-Ittihad signed a second loan agreement with respect to the Player for a period of one season against payment of a loan fee of USD 2,300,000.

11. On 24 July 2017, following an inquiry by the Player, the Giza branch of the EFA provided the Player with a certificate confirming that the Player "*is recorded in the branch files during the season:*

> *Season: 2015/2016*
>
> *Stage: First team (premium)*
>
> *Club: Zamalek SC*"

12. The Player considers the above information as a confirmation that no second employment contract had been registered with the EFA and that he was therefore only bound by the First Employment Contract, due to expire at the end of the 2018/19 season.

13. According to Zamalek, on 28 August 2017, Zamalek and the Player concluded a new employment contract (the "Second Employment Contract"), valid for a period of five seasons, until the end of the 2021/22 season. Under this agreement, the Player was entitled to yearly salaries of EGP 3,200,000. The Player denies having signed a contract on or around this date and maintains that Zamalek unilaterally added the terms to the blank contract that he allegedly signed on 14 July 2016.

14. On 18 or 25 November 2018, the EFA registered the Second Employment Contract, i.e. more than 14 months after the Second Employment Contract alleged entered into force.

15. On 9 January 2019, the Player sent a notice to Zamalek by email. Zamalek disputes to have received this notice as it maintains that an incorrect email address was used. The email provides as follows – translated into English from the original French by the Player:

> "*The pressure from* [Zamalek] *associated with the juicy value of the contract offered by the Saudi club forced the player to sign on 16-07-2016 an empty contract with* [Zamalek] *in the confidence that the club will introduce exactly the financial and time agreement indicated above.*
>
> *After his return from loan in July 2018, the player inquired with the league of Gisa to verify the registration of his new contract until June 30, 2020 and, strangely, he is notified by means of a written certificate that its last registration dated from 2015 and no registration of a new contract has been made.*

On 24-07-2018, the player, through his lawyers, gave formal notice to the Egyptian football federation as well as the players' status and transfer committee against a possible homologation of the contract in disregard of the provisions of article 9-5. of the regulation of the statute and transfer these players [sic].

The investigations led to the following facts:

On May 29, 2017 (after 11 months of the signing of the contract by the player) the club filed for registration the contract initially signed by the player by entering data apparently different from the initial agreement without the player agreement.

The contract was not approved by the [EFA] *Player Status and Transfer Committee for failure to indicate the date of signature.*

A new introduction for homologation and registration of the new contract was made in November 2018 by the club after overloading the contract by the introduction of a signing date 28-08-2018 without notified it to the player.

it should be noted that:

If the club and the player sign a new contract having part of the contractual period common with the old contract, the act must be registered and approved within a maximum period of 1 month from the date of its drafting in application of article 9 of the regulations on the status and transfer of players of the [EFA].

Thus, by introducing the contract for homologation in November 2018 after more than 24 months of the signing of the new contract, the club largely exceeded the time limit provided for by article 9-5 which renders the contract null and void and without any effect.

The club overloaded the contract without the player's consent, including introducing a date later than the player's signing date.

the club continues to pay the player under the financial provisions of the old contract.

The actions of the club were for the sole purpose of leaving the player signing a contract and on the other hand leaving the choice to the club to keep the player or to free him by preserving the right to homologate the contract if he chooses the first option or to be without any obligation towards the player if he does not proceed with the homologation which is contrary to the regulations and to the spirit of the Egyptian sports legislator who insisted on the homologation formality so as not to leave the player nailed by a null and void contract.

> *From all of the above*
>
> *We consider that the new contract cannot produce effects towards the player for:*
>
> - *lack of contract's registration within the time limits prescribed by article 9 above.*
> - *Nullity for overloading the contract without the player's consent or at least his opinion.*
> - *The initial contract ending June 30, 2019 is applicable between the two parties and the player from January 01 is entitled to negotiate and sign a contract with another club while leaving priority to the Zamalek SC club until January 31, 2019 to sign a new contract.*"

16. On an unknown date, Zamalek allegedly reproached the Player for not attending training sessions as from 17 June 2019 and instructed him to report for a training camp as from 25 June 2019.

17. On 20 June 2019, the Player sent a second notice to Zamalek with similar content as the email dated 9 January 2019, this time with the EFA in copy. Zamalek denies having received this email.

18. On 20 July 2019, the Player, apparently considering that the Second Employment Contract was invalid and that the First Employment Contract had expired, concluded an employment contract with CD Aves, valid for a period of two seasons, until 31 June 2021. Under this employment contract, the Player was entitled to a salary of EUR 120,000 per season, which equals EGP 2,237,070 as converted on the day of execution. This agreement also contained a unilateral termination option in favour of the Player.

19. On 30 July 2019, counsel for Zamalek notified the Player as follows:

> "*I write to inform you that* [Zamalek] *regrets your behaviour and requires some clarifications. In fact, the Club has read in the press that you have signed an employment contract with CD Alves valid from 20 July 2019 until 30 June 2021, but the Club has never received from you any information or even a notice. In that regard, I kindly remind you that you are still under a valid employment agreement signed with Zamalek on 28 August 2017. However, you did not participate to the training sessions, to the football matches and any other Club's activities organized in last period. Therefore, the club officially requires you to immediately come back to the Club's premises and fulfil your contractual obligations.*"

20. On 1 August 2019, the FPF requested the EFA to issue the Player's International Transfer Certificate (the "ITC"), to which the EFA objected following consultation with Zamalek.

21. On 20 August 2019, the Single Judge of the FIFA Players' Status Committee authorised the provisional registration of the Player with CD Aves.

22. The Player played five matches for CD Aves, of which one in the starting eleven.

23. On 27 November 2019, the Player sent a notice to CD Aves, invoking his unilateral termination option.

24. On 28 November 2019, Zamalek notified the Player and CD Aves, requesting EUR 9,000,000 as compensation for breach of contract.

25. On 13 December 2019, CD Aves instructed the Player to return to training after the Africa Cup of Nations that was held in November 2019.

26. On an unknown date, the Player and CD Aves concluded a mutual termination agreement, by means of which they settled their financial dues. The termination agreement is dated 5 December 2019, but appears to have been backdated.

27. On 15 December 2019, Zamalek sent a notice to the Player and CD Aves, reiterating the content of its letter dated 28 November 2019 and informing that it would start legal proceedings before FIFA.

28. On 1 January 2020, Al Ahly and the Player concluded an employment contract, valid for a period of four and a half season, until the end of the 2023/24 season. Under this agreement, the Player was entitled to yearly salaries of EGP 5,805,000, EGP 11,610,000, EGP 12,255,000, EGP 12,900,000 and EGP 13,545,000 respectively.

B. Proceedings before the FIFA Dispute Resolution Chamber

29. On 6 January 2020, Zamalek filed a claim against the Player for an alleged breach of the Second Contract before the FIFA Dispute Resolution Chamber (the "FIFA DRC"), requesting compensation for breach of contract in the amount of EUR 9,000,000. Zamalek also requested that both CD Aves and Al Ahly be held jointly and severally liable with the Player and that sporting sanctions be imposed on the Player, CD Aves and Al Ahly.

30. The Player, CD Aves and Al Ahly requested that Zamalek's claim be dismissed.

31. On 13 August 2020, the FIFA DRC rendered its decision (the "Appealed Decision"), with the following operative part:

> "*1. The claim of* [Zamalek] *is admissible.*
>
> *2. The claim of* [Zamalek] *is partially accepted.*
>
> *3.* [The Player] *has to pay* [Zamalek] *the following amount:*

- *EGP 32,837,175 as compensation for breach of contract without just cause plus 5% interest p.a. on said amount as from 6 January 2020 until the date of effective payment.*

4. [CD Aves] *is jointly and severally liable for the payment of the aforementioned compensation.*

5. *Any further claims of* [Zamalek] *are rejected.*

6. [Zamalek] *is directed to immediately and directly inform* [the Player] *and* [CD Aves] *of the relevant bank account to which* [the Player] *and* [CD Aves] *must pay the due amount.*

7. [The Player] *and* [CD Aves] *shall provide evidence of payment of the due amount in accordance with this decision to* [FIFA], *duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).*

8. *In the event that the amount due, plus interest as established above is not paid by* [the Player] ***within 45 days,*** *as from the notification by* [Zamalek] *of the relevant bank details to* [the Player], *the following consequences shall arise:*

    1. [The Player] *shall be restricted on playing in official matches up until the due amount is paid and for the maximum duration of six months. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid (cf. art. 24bis of the Regulations on the Status and Transfer of Players).*

    2. *In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.*

9. *In the event that the amount due, plus interest as established above is not paid by* [CD Aves] ***within 45 days,*** *as from the notification by* [Zamalek] *of the relevant bank details to* [CD Aves], *the following consequences shall arise:*

    1. [CD Aves] *shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid (cf. art. 24bis of the Regulations on the Status and Transfer of Players).*

2. *In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.*

10. This decision is pronounced free of costs."

32. On 28 September 2020, the grounds of the Appealed Decision were communicated to the Parties determining, *inter alia*, the following:

- With respect to Al Ahly's argument that it did not have standing to be sued, the FIFA DRC reasoned that "*the Chamber observed that it can be said that the legal consequences (i.e. compensation for breach of contract by the new club) deriving from the rights based on a legally protectable and tangible interest (i.e. contractual stability arising from an employment relationship) could be indeed placed on* [Al Ahly], *since* [Zamalek] *deemed Al Ahly to have participated in the alleged breach of contract via a bridge transfer.*

- *In this respect, the Chamber noted that whether that claim can be upheld or not pertains to the facts and substance of the case. Therefore, the Chamber concluded that* [Al Ahly] *has standing to be sued.*"

- As to the substance of the case, "*the Chamber acknowledged that it first had to examine whether the* [Second Employment Contract] *had been validly concluded between* [Zamalek] *and* [the Player].

- *The Chamber then turned to the evidence on file and observed that all copies of the* [Second Employment Contract] *on file – filed by the EFA,* [Zamalek] *and the respondents – have the same content with stamps and signatures with different placements. This, in the Chamber's view, demonstrates that at least three copies of the same document were made, as it is customary in football, i.e. one copy for each party, and one copy for the association concerned.*

- *More in particular, the Chamber found that the evidence put forward by both the player and* [CD Aves] *was not sufficient to disprove the execution of the* [Second Employment Contract] *on 28 August 2017. In other words, the Chamber concluded that the player did not discharge his onus probandi, in line with art. 12 par. 3 of the Procedural Rules, to demonstrate that he had signed a blank document.*

- *Consequently, having both given due consideration and weighted the evidence on file, the DRC found no reason to believe that* [Second Employment Contract] *was not properly executed on 28 August 2017.*

- *In continuation, the Chamber recalled that the parties also strongly dispute the circumstances and legal consequences of the registration of the* [Second Employment Contract] *with the EFA. In this respect, however, the*

Chamber referred to the consistent and well-established jurisprudence of the Dispute Resolution Chamber, according to which the validity of an employment contract cannot be made subject to the fulfilment of administrative conditions, such as its registration with the relevant association.

- *Therefore, the Chamber concluded that the parties' dispute regarding the registration of the* [Second Employment Contract] *does not have an impact on the legal consequences deriving from the execution, and termination, of such agreement. Consequently, the Chamber decided that the issue of the registration of the player cannot be considered for the purposes of assessing the validity of the contract, and the consequences thereof.*

- *Lastly, the Chamber proceeded to examine the contents of the* [Second Employment Contract] *in light of the argumentation brought forward by* [the Player, CD Aves and Al Ahly] *that such agreement was in violation of art. 18 par. 2 of the Regulations. By doing so, the Chamber concluded, as per unequivocal wording of the* [Second Employment Contract], *that it could not be deemed as an extension, but was indeed a new contract. Consequently, the DRC established that no violation of art. 18 par. 2 of the Regulations took place. To this extent, the Chamber once again recalled that the fulfilment of administrative conditions does not impact the validity of a contract, and outlined that the registration of the* [Second Employment Contract] *by the EFA – either as an extension or new contractual relationship – was irrelevant with respect to its validity.*

- *On account of the above, the Chamber came to the conclusion that the arguments of the player and* [CD Aves] *cannot be upheld and that the* [Second Employment Contract] *signed by and between* [Zamalek] *and* [the Player] *was a valid employment contract, binding the parties thereto for five seasons, i.e. as from the season 2017/2018 until the end of the season 2021/2022*."

- Given that it was undisputed that the Player signed an employment contract with CD Aves on 20 July 2019, the FIFA DRC concluded that the Player had breached the Second Employment Contract with Zamalek, within the protected period.

- As to the consequences thereof, "*the Chamber turned its attention to art. 17 par. 1 of the Regulations, according to which the player is liable to pay compensation to Zamalek. Furthermore, pursuant to the unambiguous contents of art. 17 par. 2 of the Regulations, the Chamber established that the player's new club, i.e.* [CD Aves], *shall be jointly and severally liable for the payment of compensation. In this respect, the Chamber was eager to point out that the joint liability of the player's new club is independent from the question as to whether the new club has committed an inducement to contractual breach or any other kind of involvement by the new club.* […]

- *Moreover, the Chamber deemed important to address the issues raised by Zamalek, namely that a bridge transfer has taken place involving Al Ahly, Zamalek, and the player.*

- *In this regard, the Chamber first recalled, as a general remark, that the applicable edition of the Regulations in the matter at hand is that of January 2020 and not March 2020, as outlined* […] *above. Therefore, the DRC was of the firm position that the relevant regulatory provision which concerns the so-called bridge transfers does not apply to the case at hand.*

- *Having stated the above, the DRC once again recalled the principle of burden of proof outlined in art. 12 par. 3 of the Procedural Rules, and accordingly decided that it was incumbent on Zamalek to demonstrate the alleged bridge transfer would have taken place.*

- *In this respect, the Chamber, while noting the particularities of the case at hand, found that no sufficient evidence had been produced by* [Zamalek].

- *In conclusion, the Chamber affirmed its position that* [CD Aves] *is undoubtedly the player's new club in the sense of art. 17 par. 2 of the Regulations.*

- As to the compensation for breach of contract to be paid to Zamalek, noting that the remaining value of the Second Employment Contract was EGP 9,422,222.22 and that the value of the Player's employment contract with CD Aves was EGP 2,237,070, the FIFA DRC concluded that, "*bearing in mind art. 17 par. 1 of the Regulations, after having duly taken into account the specificities of the present case, the compensation considering the player's both* [Second Employment Contract] *and any new contract(s) amounts to EGP 8,004,575, which is the average between the amounts the player is entitled to both under the* [Second Employment Contract] *and new employment agreement, a sum the Chamber found to be fair and appropriate. For the sake of completeness, the Chamber wished to clarify that in order to properly calculate the aforementioned average, in accordance with the jurisprudence of the DRC, it was necessary to consider the amounts due to the player under the* [CD Aves] *Agreement for the same period of time remaining in the* [Second Employment Contract], *i.e. from 20 July 2019 until 30 June 2022 or 35 months and 10 days. In other words, the DRC clarified that in order to properly calculate the average of the amounts due to the player under both the former and the new contract, it had to (fictionally) extend the period of the* [CD Aves] *Agreement to match the original term of the* [Second Employment Contract].

- *The members of the Chamber then turned to the criterion relating to the fees and expenses paid or incurred by Zamalek in accordance with art. 17 par. 1 of the Regulations. The Chamber recalled that* [Zamalek] *argued that a transfer compensation of USD 1,500,000 had been paid by Zamalek to hire the player Mohamed El-Nagem as a replacement player,*

documentation of which has been presented by Zamalek and was confirmed by the information available to the Chamber in TMS.

- *The majority of the members of the Chamber deemed that the replacement costs could fit into the description of article 17 par. 1 referring to the fees and expenses paid or incurred by the former club (amortised over the term of the contract), and therefore could be considered as part of the compensation to be granted. As a result of the player's breach of contract and in light of the evidence on file, the majority of the members of the Chamber found that Zamalek has thus incurred in these expenses to hire a replacement, something that would not have taken place in case* [the Player] *had not breached the* [Second Employment Contract]. *The majority of the members of the DRC highlighted, in connection with the foregoing considerations, that such replacement costs were incurred by* [Zamalek] *after the player had unilaterally terminated the* [Second Employment Contract], *and that the replacement player and* [Zamalek] *both play as wingers/strikers.*

- *Therefore, by a majority decision, the DRC found that the amount of EGP 24,832,600, which is equivalent to approximately USD 1,500,000 as converted on 29 July 2019, i.e. the date when the relevant transfer agreement was signed, was to be taken into consideration as expenses incurred by Zamalek in accordance with art. 17 par. 1 of the Regulations in the calculation of the relevant compensation to be paid by to* [sic] [Zamalek].

- *Notwithstanding the above, the members of the Chamber unanimously agreed that the amount of USD 1,710,000 which was requested by* [Zamalek] *in its claim maintaining that it corresponds to the player's market value as well as a lost transfer fee considering offers received, could not be accepted, since it was considered to be speculative.*

- *On account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber, by way of a majority decision, decided that the player must pay the amount of EGP 32,837,175 (i.e. EGP 24,832,600 plus EGP 8,004,575) to Zamalek as compensation for breach of contract without just cause. Furthermore,* [CD Aves] *is jointly and severally liable for the payment of the relevant compensation.*

- *In addition, taking into account Zamalek's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the player and* [CD Aves] *must pay to Zamalek interest of 5% p.a. on the amount of compensation as of the date of claim, i.e. 6 January 2020, until the date of effective payment.*"

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 7 October 2020, the Player filed a Statement of Appeal with the Court of Arbitration for Sport ("CAS") against the Appealed Decision, in accordance with Articles R47 and R48 of the 2020 edition of the Code of Sports-related Arbitration (the "CAS Code"). In this submission, the Player named Zamalek as the only respondent and nominated Prof. Dr. Ulrich Haas, Professor of Law in Zurich, Switzerland, as arbitrator.

34. On 14 October 2020, Zamalek filed a Statement of Appeal with CAS against the Appealed Decision, in accordance with Articles R47 and R48 CAS Code. In this submission, Zamalek named the Player, CD Aves, Al Ahly and FIFA as respondents and nominated Mr Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland, as arbitrator.

35. On 19 October 2020, CD Aves filed a Statement of Appeal with CAS against the Appealed Decision, in accordance with Article R47 and R48 CAS Code. In this submission, CD Aves named Zamalek as the only respondent.

36. On 21 October 2020, following a request from the CAS Court Office to the Parties whether they would agree to the consolidation of the three proceedings, the Player indicated that it appeared that Zamalek had not asked for the grounds of the Appealed Decision and that its appeal was therefore inadmissible. The Player requested that this issue be resolved before expressing himself on a possible consolidation.

37. On the same date, 21 October 2020, FIFA informed the CAS Court Office that it deemed that it could not be considered as a respondent and requested to be excluded. More specifically, FIFA indicated that, "*aside from* [Zamalek's] *lack of standing to request the imposition of sanctions, it is recalled that any disciplinary measure imposed due to the existence of a bridge transfer would fall under the competence of the FIFA Disciplinary Committee rather than the DRC's, thereby rendering FIFA's participation in these appeal proceedings moot*".

38. On 23 October 2020, Zamalek, *inter alia*, informed the CAS Court Office that it had asked for the grounds of the Appealed Decision and provided evidence thereof.

39. On 26 October 2020, Zamalek indicated that it did not agree to withdraw its appeal against FIFA.

40. On the same date, 26 October 2020, the Player maintained his argument that Zamalek's appeal was inadmissible and asked FIFA to confirm that it had received Zamalek's alleged request to receive the grounds of the Appealed Decision.

41. On 28 October 2020, FIFA reiterated its request to be excluded from the proceedings and did not respond to the question whether it had received a request for the grounds of the Appealed Decision from Zamalek.

42. On 28 and 29 October 2020 respectively, Al Ahly and CD Aves informed the CAS Court Office that they agreed to the consolidation of the proceedings.

43. On 2 November 2020, Zamalek informed the CAS Court Office that "*without prejudice to* [Zamalek's] *right to put forward motions for relief against* [Al Ahly], [Zamalek] *does not object to the FIFA's request for its exclusion as a party to this appeal proceeding*".

44. On 3 November 2020, the CAS Court Office informed the Parties that i) FIFA was no longer a party to the proceedings; ii) the President of the Appeals Arbitration Division referred any matter related to the admissibility of Zamalek's appeal to the Panel, once constituted; iii) the President of the Appeals Arbitration Division had decided to consolidate the three proceedings.

45. On 9 December 2020, CD Aves withdrew its appeal in the matter *CAS 2020/A/7458 CD Aves v. Zamalek Sporting Club*.

46. On 10 December 2020, in accordance with Article R51 CAS Code, the Player and Zamalek filed their respective Appeal Briefs. Zamalek's Appeal Brief contained a request for production of documents with a view to "*establishing the exact amounts earned by the Player after he left* [Zamalek] *and to determine whether he indeed had other sources of income (over and above what he earned at CD Aves and* [Al Ahly]" and a request to order FIFA to produce a copy of the case file related to the first instance proceedings leading to the Appealed Decision.

47. On 9 March 2021, in accordance with Article R55 CAS Code, Zamalek, the Player and Al Ahly filed their respective Answers. Zamalek's Answer contained a request for production of documents that was largely the same as formulated in its Appeal Brief. Al Ahly objected to the requests for production of documents in Zamalek's Appeal Brief. CD Aves did not file an Answer. The Player did not address Zamalek's requests for production of documents as filed in its Appeal Brief.

48. On the same date, 9 March 2021, in accordance with Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the arbitral tribunal appointed to decide the present matter was constituted as follows:

President:	Prof. Dr Martin Schimke, Attorney-at-Law, Dusseldorf, Germany
Arbitrators:	Prof. Dr Ulrich Haas, Professor of Law, Zurich, Switzerland
	Mr Michele A.R. Bernasconi, Attorney-at-Law, Zurich, Switzerland

49. On 11 March 2021, upon being invited to express their preference in this respect, the Player and Zamalek informed the CAS Court Office that they preferred a hearing to be held.

50. On 15 March 2021, Zamalek requested the Panel to a) "*extend the present proceeding also against the legal successor of CD Aves, namely Clube Desportivo das Aves*

1930" and b) "*assess the situation of* [CD Aves] *through a request of clarification to the* [FPF]".

51. On 16 March 2021, Al Ahly indicated that it did not consider it necessary for a hearing to be held. CD Aves did not indicate its preference.

52. On 17 March 2021, Al Ahly indicated that it was not in a position to comment on Zamalek's request of 15 March 2021. The Player did not indicate its position.

53. On 18 March 2021, CD Aves indicated that it was the subject of an insolvency procedure and that, on 8 January 2021, an administrator of the insolvency was nominated by a Portuguese court. According to CD Aves, it was debatable whether the power of attorney granting counsel for CD Aves legal authority to represent it automatically lapsed or not and that it would be providing more information over the next few days. As a consequence, counsel for CD Aves indicated that they were not in a position to actively represent CD Aves.

54. On 24 March 2021, the CAS Court Office informed the Parties that Mr Dennis Koolaard, Attorney-at-Law in Arnhem, the Netherlands, had been appointed as *Ad hoc* Clerk.

55. On 29 March 2021, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing and to dismiss Zamalek's requests of 15 March 2021, reasoning as follows:

> "*In this regard, the Panel stresses that, pursuant to Article R48 of the Code, it is the right and duty of the Appellant to determine, in the Statement of Appeal, who shall be named as Respondent(s).*
>
> *Hence, with the exception of application pursuant to Article R41.2 and R41.3 of the Code, it is not for a Panel to decide whether a certain person or entity shall be deemed to be a respondent in a given case and, consequently, the Panel has no power to extend the present proceedings to any third party.*
>
> *That said, the Panel further does not consider necessary to proceed with any request to the* [FPF]*, as suggested by* [Zamalek]."

56. On 13 April 2021, the CAS Court Office invited FIFA to provide a copy of the complete case file related to the proceedings leading to the Appealed Decision, which was duly provided by FIFA on 6 May 2021.

57. On 13 April 2021, the CAS Court Office, noting that Al Ahly had responded to Zamalek's requests for production of documents, but the Player and CD Aves not, informed the Parties as follows:

> "*The Panel accepts that the income of the Player received from CD Aves and Al Ahly in the period of 20 July 2019 until the end of the 2021/22 season might be relevant to the case. However, the Panel is currently not*

convinced of the relevance to have all the documents mentioned by Zamalek cumulatively on file in order to determine the exact amount earned by the Player.

Therefore, on behalf of the Panel, the Player is hereby ordered, pursuant to Article R44.3 of the Code, to produce by 20 April 2021:

- *The Player's complete employment and other contracts, as well as any possible annexes, with CD Aves (including termination agreement);*

- *The Player's complete employment and other contracts, as well as any possible annexes, with Al Ahly.*"

58. On 20 April 2021, the Player produced the documentation ordered to be produced by the Panel, i.e. i) the Player's employment contract with CD Aves; ii) a notice issued by CD Aves to the Club concerning the Player's alleged unpermitted absence dated 13 December 2019; iii) the mutual termination agreement concluded between the Player and CD Aves dated 5 December 2019; and iv) the Player's employment contract with Al Ahly.

59. On 26 April 2021, Zamalek filed a further request for production of documents, seeking to obtain a copy of the "*unilateral termination sent by the Player to* [CD Aves]". Zamalek also requested to be provided with a translation into English of the Player's employment contract with Al Ahly.

60. On 29 April 2021, the Player provided a translation into English of the Player's employment contract with Al Ahly, noting that Zamalek had already produced a translation of this document together with its written submissions, and the unilateral termination sent by the Player to CD Aves dated 27 November 2019.

61. On 3 May 2021, following an invitation from the CAS Court Office to comment on the documents produced, Al Ahly and Zamalek filed their comments, with Zamalek also producing a transcript of a television interview of the Player given on 19 April 2021, invoking exceptional circumstances for the late submission. Al Ahly requested the Panel to order Zamalek to disclose how it obtained a copy of the Player's employment contract with Al Ahly.

62. On 4 May 2021, Zamalek voluntarily indicated how it had obtained a copy of the Player's employment contract with Al Ahly, namely through a hyperlink included in Zamalek's Appeal Brief to the website of an Egyptian media station. The reason for requesting this document to be produced by one of the other Parties was to obtain a full copy, because some pages were missing from the version available on the internet. Zamalek also requested to be provided with "*the accompanying email and/or any proof of sending or receipt by virtue of which this unilateral declaration of the Player was addressed to CD Aves*".

63. On 8 May 2021, the Player filed an unsolicited letter, commenting on the transcript of the interview produced by Zamalek on 3 May 2021, providing new evidence of offers made by third-party clubs to attract the services of the Player dated 15 April and 13 July 2019.

64. On 10 May 2021, the CAS Court Office informed the Parties that the admissibility of the transcript of the interview produced by Zamalek on 3 May 2021 would be discussed at the hearing.

65. On the same date, 10 May 2021, the Player provided evidence of having sent the unilateral termination letter to Zamalek on 29 November 2019.

66. On the same date, 10 May 2021, counsel for CD Aves informed the CAS Court Office that he had not yet received any confirmation from the insolvency administrator with regards to the validity of his power of attorney, but that he would attend the hearing, subject to the constraints already notified to the CAS Court Office and the other parties.

67. On 19 May 2021, the CAS Court Office provided the Parties with an Order of Procedure, which was duly signed and returned by Al Ahly, the Player, Zamalek and CD Aves on 21, 23, 24 and 26 May 2021 respectively.

68. On 31 May 2021, a hearing was held by video conference. At the outset of the hearing, all Parties confirmed that they had no objection as to the constitution and composition of the Panel.

69. The following persons attended the hearing in addition to the Panel, Mr Giovanni Maria Fares, CAS Counsel, and Mr Dennis Koolaard, *Ad hoc* Clerk:

a) For the Player:

1) Mr Mahmoud Abdelmonem Abdelhamid Soltane, the Player;
2) Mr Ali Abbes, Counsel;
3) Mr Mohamed Rokbani, Counsel;
4) Mr Hazem Yesser, Interpreter.

b) For Zamalek:

1) Mr Ahmed Mohamed Ahmed Ibrahim Elkarrash, General Secretary of Zamalek;
2) Mr Nasr Azzam, In-house lawyer of Zamalek;
3) Mr Salvatore Civale, Counsel;
4) Ms Elena Raccagni, Counsel.

c) For CD Aves:

1) Mr Luis Cassiano Neves, Counsel.

d) For Al Ahly:

1) Mr Gianpaolo Monteneri, Counsel;
2) Ms Anna Smirnova, Counsel.

70. The Panel heard evidence from the following persons, in order of appearance:

1) Mr Mahmoud Abdelmonem Abdelhamid Soltane, the Player;
2) Mr Adham Yasser Torky Amhad Torky, friend of the Player, witness called by the Player.

71. Mr Torky was invited by the President of the Panel to tell the truth subject to the sanction of perjury under Swiss law. Both Parties and the members of the Panel had the opportunity to examine and cross-examine the Player, as a party to the proceedings, and Mr Torky.

72. Following the Parties' explicit agreement at the hearing, the Panel informed the Parties that all documents filed in the lead-up to the hearing were admitted on file.

73. The Parties were given full opportunity to present their cases, submit their arguments in opening and closing statements, and to answer the questions posed by the members of the Panel.

74. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

75. On 6 September 2021, the CAS Court Office, on behalf of the Panel, invited the Parties to file short written submissions addressing the possible application of Article 43 *et seqq.* and Article 337b of the Swiss Code of Obligations (the "SCO").

76. On 14 and 16 September 2021 respectively, the Player and Zamalek filed short written submissions with respect to the CAS Court Office letter dated 6 September 2021. Zamalek and CD Aves did not respond.

77. The Panel confirms that it carefully heard and took into account in its decision all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

A. CAS 2020/A/7443

78. The Player's submissions in *CAS 2020/A/7443*, in essence, may be summarised as follows:

- Due to blackmail exercised on the Player by Zamalek, the Player had no other choice than to sign a blank contract without any data or financial details on 16 July 2016.

- Zamalek is solely responsible for the nullity and invalidity of the Second Employment Contract, as a consequence of which the employment relationship between the Player and Zamalek ended on 30 June 2019, i.e. at the end of the First Employment Contract.

- In order to avoid abuses and to protect players if a club exceeds the time limit without depositing a contract for registration, such contract is to be considered null and the player becomes free of any contractual relationship. Zamalek did not respect the obligation to deposit the contract for registration within 30 days, as required by Article 9(5) of the EFA Regulations on the Status and Transfer of Player (the "EFA RSTP"). This behaviour of Zamalek caused damage to the Player by ignoring his contractual status with Zamalek, which is contrary to the principle of contractual stability, especially since Zamalek remained silent and did not respond to any notification sent by the Player in order to clarify the situation, which reinforces its bad faith.

- While the Second Employment Contract contains the date 28 August 2017, it was signed by the Player already on 14 July 2016. Indeed, Zamalek itself declared on 14 July 2016 that the First Employment Contract with the Player had been extended, i.e. on the same date that the Player's loan to Al Ittihad was confirmed. Mr Torky, a friend of the Player, confirms that he was present when the Player concluded the Second Employment Contract with Zamalek on 14 July 2016.

- Given that the Player inquired with the Giza branch of the EFA whether a second employment contract had been registered on 24 July 2017, it is impossible and unbelievable that the Second Employment Contract was concluded on 28 August 2017. Even if the Second Employment Contract was concluded on 28 August 2017, Zamalek was still in default of its obligation to deposit it for registration within 30 days, as Zamalek only registered it more than a year after its signature, i.e. on 18 November 2018. On 18 November 2018, Zamalek issued a media release, indicating that it had registered the Second Employment Contract on that day, including pictures of the Player.

- The EFA's official registration document of the Player confirms the content of Zamalek's media release of 18 November 2018. The electronic document prevails over the content of a letter issued by Mr Walid Attar, Deputy Executive Manager of the EFA. The certificate issued by Mr Atter should be rejected for lack of credibility, objectivity and impartiality.

- The Second Employment Contract was surely deposited after the payment of the registration fees, i.e. not before November 2018. Since the Second Employment Contract was not registered within the legal period provided for by Article 9(5) EFA RSTP, Zamalek obviously made an intentional error of not registering the Second Employment Contract.

- Zamalek did not have the right to sign an employment contract without registering it and without informing the Player. Zamalek can also not benefit of its own turpitude.

- Furthermore, pursuant to the principle of *locus regit actum*, the formal validity of a legal act is subject to compliance with the requirements arising from the law of the place of its conclusion. A club that does not register a contract within the period set by the national regulations makes an error and violates said regulations. Non-compliance renders the contract void as a consequence of which it becomes ineffective towards the Player.

- Zamalek's behaviour represents a typical case of slavery and an abusive form of dependence by granting itself the power to register the Second Employment Contract if it wanted to keep the Player after the loan, or to simply ignore its registration if it wanted to terminate the contractual relationship.

- The Player put Zamalek in default on 9 January 2019 and again on 20 June 2019. The only reaction from Zamalek was its claim submitted to the FIFA DRC on 6 January 2020. By ignoring the Player's notices, Zamalek acted in bad faith and lacked any willingness to prevent the present dispute with the Player. It was only after signing an employment contract with Al Ahly that Zamalek reacted to the Player by submitting a claim with the FIFA DRC.

- Pursuant to Article 9(7) EFA RSTP and Article 3(iv) of the First Employment Contract, no addendum to the contract is to be taken into consideration. The First Employment Contract expired on 30 June 2019. By concluding the Second Employment Contract, the overall duration of the Player's employment contract became 7 years (i.e. from 2015/16 until 2021/22), which exceeds the maximum length permitted of 5 years, according to FIFA regulations. The intention of Zamalek and the Player was not to sign a new contract, but only to amend and extend the First Employment Contract. Zamalek also registered the Second Employment Contract as an amendment. Accordingly, the Second Employment Contract is invalid and null.

- Zamalek included different financial details from the ones agreed between Zamalek and the Player. The value of the Second Employment Contract is lower than the value of the First Employment Contract, while this is normally the other way around. By signing the Second Employment Contract without adding the financial details, the Player trusted in the good faith of Zamalek and its President, who had agreed that the financial details would be "*near from the contract value with Al-Ittihad*". This agreement was not respected as the financial details do not even represent 1/7 of what the Player earned with Al-Ittihad on loan.

- Subsidiarily, should the Second Employment Contract be considered valid, because of Zamalek's bad faith and negligence, it shall not be entitled to receive any compensation. Zamalek was also not genuinely interested in the Player's services, but it only tried to take financial benefit from him.

- Subsidiarily, should it be considered that the Player acted with fault or negligence, Zamalek's breaches and bad faith contributed to the early termination of the Second Employment Contract, with the consequence that no party shall pay compensation, based on Article 44 SCO.

- Subsidiarily, should the Player be considered responsible for the breach and that Zamalek is entitled to compensation, the compensation shall be mitigated. In particular, the Player submits that the amount of compensation awarded in the Appealed Decision was determined in an arbitrary way without objective criteria being applied. In particular, it is arbitrary, unfair and incomprehensible that the FIFA DRC considered that the Player must pay USD 1,500,000 as replacement costs paid by Zamalek to acquire the services of Mr Mohamed Ounajem on 30 July 2019. This despite the fact that Zamalek did not replace the Player with players of a similar value when he was on loan with Al-Ittihad. There is also no logical nexus for considering the replacement costs as damages incurred by Zamalek.

- Zamalek acquired the services of the Player for USD 400,000. Therefore, the amount to be compensated is USD 80,000.

- Because the value of the Second Employment Contract was nearly the same as the value of the First Employment Contract, this is a confirmation of the real value of the Player for Zamalek.

79. On this basis, the Player submits the following prayers for relief:

"*A). To fully accept the present appeal against the Decision of the FIFA Dispute Resolution Chamber dated 13 August 2020.*

B). to adopt an award annulling said decision and declaring the second contract null and avoid.

OR, IN THE ALTERNATIVE

B) If, alternatively, the Honorable Panel will consider the second contract valid, it shall be noted that the club's fault and negligence with bad faith were the cause of termination of the contract and therefore it shall not be entitled to receive any compensation.

OR, IN THE ALTERNATIVE:

C) In the unlikely event that the Panel decides that the Appellant was in breach of contract, to mitigate the indemnification according to factors mentioned in the present Appeal Brief, to reconsider the amount of compensation judged by the FIFA DRC and annulling the amount of 1.500.000 USD considered by the appealed decision as a compensation for player replacement and for the rest to consider club Zamalek bears

at least 75 % of the cause of termination according to article 44 of the Swiss Code of Obligations.

D). To fix a sum of 20,000 CHF to be paid by the Respondent to the Appellant, to help the payment of its legal fees and costs.

E). To condemn the Respondent to the payment of the whole CAS administration costs and the Arbitrators fees."

80. Zamalek's submissions in *CAS 2020/A/7443*, in essence, may be summarised as follows:

- It is denied that Zamalek pressured or blackmailed the Player into signing a blank contract in July 2016. The Player provided insufficient evidence of this. Instead, Zamalek and the Player entered into a new, fully complete contract on 28 August 2017, i.e. the Second Employment Contract. The agreement executed in July 2016 was the loan agreement by means of which the Player agreed to be loaned to Al-Ittihad.

- There are at least three original versions of the Second Employment Contract, dated 28 August 2017, whereas the Player did not present evidence of a blank contract signed. The Player also declared in an interview to have signed a new contract with Zamalek. Consistent with the finding in the Appealed Decision, there is no reason to believe that the Second Employment Contract was not properly executed on 28 August 2017.

- In procedural bad faith, the notices sent by the Player on 9 January and 20 June 2019 were sent to an email address of Zamalek that is neither the official email address of Zamalek nor of the TMS user.

- Zamalek did not fail to register the Second Employment Contract within the required timeframe and, even if it had, such failure is irrelevant to the validity thereof. As argued by the FIFA DRC in the Appealed Decision, the registration of a player cannot be made subject to the fulfilment of administrative conditions, such as its registration with the relevant association. Even if the registration of a contract would be relevant, the Player failed to demonstrate that Zamalek did not submit the Second Employment Contract for registration within the requirement timeframe, since the Player did not establish that it was signed on 16 July 2016.

- Indeed, the Second Employment Contract was signed on 28 August 2017, as a result of which Zamalek had until 28 September 2017 to register it. By registering the Second Employment Contract on 7 September 2017, Zamalek clearly fulfilled its obligation. The Player's attempt to disprove the true registration date of the Second Employment Contract by presenting a screenshot of an electronic database is insufficient. Also, a distinction must be made between the "*date of request of registration*" (i.e. 7 September 2017) and the "*date on which the registration-phase came to an end*" (i.e. 18

November 2018). The delay was probably due to the need to verify the validity of the Second Employment Contract upon the Player's request, which was resolved in favour of Zamalek.

- The Player never challenged the EFA's decision (according to Article 43(2) EFA Statutes) to register the Second Employment Contract, which therefore became final and binding.

- It is also not true that registration fees need to be paid before registering a player.

- The EFA Deputy Executive Manager confirmed in a declaration that the Second Employment Contract was registered on 7 September 2017. This was also confirmed in television interviews by the EFA Director of the Players' Affairs Committee, the EFA General Director and a EFA Board Member.

- The EFA declaration also clarifies the confirmation of the Giza branch of the EFA, as the latter confirmation was issued before the Second Employment Contract was signed.

- Perhaps most persuasive, the Player himself confirmed in an interview in September 2017 that he had renewed his employment contract with Zamalek for an additional four years.

- The FIFA DRC found as a fact that the Second Employment Contract was registered on 7 September 2017 based on information provided by the EFA upon request of FIFA.

- The Second Employment Contract was a new contract rather than an amendment of the First Employment Contract and therefore did not violate Article 9(7) EFA RSTP or Article 3 of the First Employment Contract. The Player's claim that there was no change between the contracts is false, as the terms of the Second Employment Contract differed from those in the First Employment Contract. In fact, the Player himself submits that the Second Employment Contract contains "*strange financial details less than those stipulated in the first contract*". In any event, this is not true, because the aggregate value of the Second Employment Contract is higher than the first.

- The Second Employment Contract was a new contract for a duration of less than five years and therefore not in violation of Article 18(2) FIFA RSTP. The validity is further confirmed by the fact that the EFA approved the Second Employment Contract by registering it.

- Zamalek did not overload the Second Employment Contract with false financial and data details without the Player's consent. The Player did not sign a blank contract.

- The Player's claim that Zamalek acted in bad faith and contributed to the termination is rejected. The Player provided no evidence of his allegation that the notifications of 9 January and 29 June 2019 were actually transmitted and safely received by Zamalek. Zamalek denies to have received such communications. Also, these notifications came nearly two years after the Player supposedly inquired about his contractual situation. In fact, it was the Player that never responded to Zamalek's attempts to communicate and reach an amicable solution. On 25 June 2019, Zamalek requested the Player to return to the club to complete the league after he left on 31 May 2019. On 30 July 2019, Zamalek again wrote the Player in regard to his unexpected signing with CD Aves while still under contract with Zamalek, but the Player never replied. Zamalek again wrote the Player on 28 November and 14 December 2019. Finally, Zamalek had a sporting interest in the Player, and even if it did not, such behaviour is far from acting in bad faith as it is common for clubs to "sell" or loan players under contract.

- As to the Player's subsidiary claim that no party shall be entitled to compensation, this must be rejected because the Player was solely responsible for the termination of the Second Employment Contract. By signing with CD Aves while he was still under contract with Zamalek, the Player unilaterally breached his Second Employment Contract with Zamalek. As result thereof, the Player must pay compensation to Zamalek in accordance with Article 17(1) FIFA RSTP and his new club, CD Aves, is jointly and severally liable. In addition, the Panel is urged to also find Al Ahly liable for its involvement in a bridge transfer involving the Player, as detailed in Zamalek's Appeal Brief in *CAS 2020/A/7446*.

- Even if the Second Employment Contract does not exist, *quod non*, the Player left Zamalek during the term of the First Employment Contract. The 2018/19 Egyptian football season did not terminate in June 2019, because some league matches were still scheduled in July 2019, as a consequence of the temporary suspension of the league. The Player left Zamalek's premises on 31 May 2019 and was set to return no later than 20 June 2019 to finish the football season, depriving Zamalek of his services for the last three matches of the season. However, the Player did not return. On 13 July 2019, Zamalek notified the EFA of the Player's absence and requested the EFA to reject any possible ITC request, given the rumours about the Player's intention to discontinue the employment relationship with Zamalek. The First Employment Contract did not expire on 30 June 2019, but it provides as follows: "*Ending on: (2018/2019)*". The Player also caused damage to Zamalek, as it had registered him for the group stage of the CAF Champions League.

- The Player's subsidiary argument that the compensation payable should have been only EUR 80,000 is flawed, since such discretion should be used to increase the amount, rather than lowering it. In its appeal in *CAS 2020/A/7446*, Zamalek is requesting CAS to increase the amount due. The replacement costs awarded in the Appealed Decision were incurred because

the Player refused to honour the end of the contract and is therefore logically connected to the Player's breach.

81. On this basis, Zamalek submits the following prayers for relief:

> "*126. In light of the foregoing, Zamalek respectfully requests that the Appeal of the Player be rejected in full and the Player is condemned to pay the procedural costs of the proceedings as well as a contribution of the legal fees of the Respondent.*"

B. CAS 2020/A/7446

82. Zamalek's submissions in *CAS 2020/A/7446*, in essence, may be summarised as follows:

- The FIFA DRC correctly determined in the Appealed Decision that the Player terminated the employment relationship with Zamalek without just cause. However, Zamalek is of the opinion that the calculation of the compensation awarded by the FIFA DRC was incorrect and that it erred in rejecting the claim against Al Ahly. Finally, the FIFA DRC erred in declining to impose sanctions on the Player, CD Aves and Al Ahly.

- The FIFA DRC based the amount of compensation awarded on the average of the values of the Second Employment Contract and the Player's employment contract with CD Aves, fictionally extending it to match the term of the Second Employment Contract. However, it is not sufficient to only consider these two contracts, but rather, the Player's employment contract with Al Ahly should also be considered, as it reflects the current value of the Player's services. This, in particular, because the Player's salary with Al Ahly was over 15 times higher than his salary with CD Aves, which reflects the Player's market value.

- A more appropriate calculation would be the average of the remaining value of the Second Employment Contract and the Player's employment contract with Al Ahly, resulting in an amount of compensation of EGP 22,740,376.70.

- The FIFA DRC erroneously rejected Zamelek's request for compensation of the transfer fee that it lost as a result of the Player's breach, arguing only that the amount requested was speculative. There is a logical nexus between the Player's breach of the Second Employment Contract and the lost opportunity of Zamalek to receive a substantial transfer fee. There is always some speculation in determining this amount, but this is not a reason to deny it altogether. CAS jurisprudence shows multiple ways in how to calculate the transfer value of players.

- Zamalek provided evidence of actual offers that Zamalek received for the Player. Accordingly, the amount of these offers should be taken into account in determining the compensation due to Zamalek. On 2 May 2019, a first offer

of USD 6,000,000 was made. Zamalek rejected this offer, submitting a counterproposal of USD 9,000,000, plus a sell-on clause of 20%. The mere fact that Zamalek did not accept the offer does not prevent the Panel from considering it.

- Given that Al-Ittihad paid loan fees for the Player of USD 1,200,000 for the 2016/17 season and USD 2,300,000 for the 2017/18 season. USD 1,750,000 could therefore be considered as the price for the professional services of the Player for one single year. The loss of a transfer fee can be determined by the average loan fee of USD 1,750,000 for 5 years, i.e. USD 8,750,000, which is also close to Zamalek's counterproposal of USD 9,000,000 mentioned above.

- Since USD 6,000,000 was only the first offer, there was considerable room for reaching an agreement closer to transfer fee of USD 9,000,000 that was considered appropriate by Zamalek. At a minimum, the amount of USD 6,000,000 shall be considered as a proper reflection of the Player's transfer value.

- The FIFA DRC correctly calculated the amount due as replacement costs of EGP 24,832,600. Because of acquiring the services of Mr Mohamed El-Nagem, Zamalek had to agree to loan Mr Kabongo Kasongo to Wydad Athletic Club. Given the clear link between the two transactions, the amount of replacement costs was even higher than USD 1,500,000.

- Another way to demonstrate the transfer value of the Player that is not speculative, is the comparison with the market price of other players who may be considered as having an inferior sporting level than the Player, namely the two Egyptian football players Mr Hussein El-Shabat (USD 5,000,000) and Mr Salah Mohsen (USD 1,600,000), both signed by Al Ahly in the past. There are no doubts that the Player objectively has a far better career than these two players. Therefore, we may conclude that Zamalek could have sold the Player for a higher amount than these two examples. By awarding only EGP 32,837,175 (which is equivalent to USD 2,091,553) the Appealed Decision diminished the market value of the Player.

- The FIFA DRC rightly awarded interest at a rate of 5% *per annum* over the amount of compensation awarded. However, the *dies a quo* of the interest shall be 20 June 2019, i.e. the date of termination of the Second Employment Contract.

- With respect to the specificity of sport, an element the Panel can rely on to analyse the severe breach of the Player is his bad faith. Zamalek would have never transferred the Player to the rivals of Al Ahly, but only to clubs abroad and that is one of the reasons why the Player agreed to participate in a bridge transfer.

- As to the joint liability of Al Ahly, Zamalek believes that Al Ahly was part of a bridge transfer scheme designed and targeted to achieve the transfer of

the Player to its team. The FIFA DRC erred in rejecting Zamalek's claim. The FIFA DRC rejected the claim not because it was unactionable, but because Zamalek failed to satisfy its burden of proof.

- Before March 2020, the FIFA RSTP did not explicitly address bridge transfers. Applying the definition in the March 2020 edition of the FIFA RSTP, it is clear that the Player, CD Aves and Al Ahly engaged in a bridge transfer. According to CAS jurisprudence, the mere fact that the prohibition was not yet in force until after the relevant transfers took place does not prevent a club from being sanctioned. Even though not directly applicable, the definition of bridge transfer in the FIFA RSTP refers to a presumption of a bridge transfer having taken place if the Player transfers twice within a period of 16 weeks. The Player terminated his employment contract with CD Aves just four months after he arrived to join Al Ahly as a free agent. The very short time with CD Aves and the subsequent mutual termination shows that there was a bridge transfer aimed at circumventing Article 20 FIFA RSTP.

- It appears the Player only earned a very small basic salary under his employment contract with CD Aves, compared to both his employment contracts with Zamalek and Al Ahly. From a career's perspective, it seems totally illogical for a Player earning millions, to leave an important salary with Zamalek, to sign with a small Portuguese club for a very modest salary. The only logic behind this conduct lies in the previous covenants he established with Al Ahly, as confessed by the Player during an interview in June 2018. The facts of the case show that the moves of the Player and Al Ahly were aimed at allowing the Player to join Al Ahly for free and avoid paying Zamalek any amount. The choice of CD Aves was clearly designed since it had a history of reiterated and several breaches of contracts with its players and employees and other clubs. As such, it was the perfect "middle" club with nothing to lose. Indeed, not surprisingly, CD Aves was recently declared bankrupt and, therefore, would not be able to honour any amount awarded to Zamalek. CD Aves did not have any substantial benefit from the Player's registration given the Player's brief period with the club. He played only 5 matches, of which only 1 in the starting eleven.

- While the Player was still under contract with Zamalek, he began expressing his willingness to play with Al Ahly and even confirmed that he had received an offer and negotiated with them. In a television interview in June 2018, the Player admitted that "*Al Ahly made me an offer. I went to meet them. We talked and discussed my contract value*", which shows that there were contacts between Al Ahly and the Player before the latter's move to CD Aves. Also, in September 2019, the Player confirmed that he would join Al Ahly in January 2020.

- A bridge transfer was used to transfer the Player from Zamalek to Al Ahly, because the Player was well aware that he could not register for Al Ahly without the consent of Zamalek. Besides this, the Player moved to CD Aves

in order to obtain a transfer that, if Al Ahly would have tried to purchase the Player directly from Zamalek, would have cost more and would have implied the payment of local taxes of the transfer fee such as Egyptian VAT at 14%, which does not apply to international transfers or when a club hires a free agent, as was the case here.

- The FIFA DRC also erred in neglecting to impose sanctions on the Player, CD Aves and Al Ahly on the basis of Article 17(3) FIFA RSTP. It is clear that the Player and CD Aves should have sanctions imposed as the Player was found to have breached the Second Employment Contract without just cause, within the protected period and that CD Aves induced him to commit such breach.

- The Player shall be sanctioned with a restriction of four months on his eligibility to participate in official matches and CD Aves and Al Ahly shall be banned from registering any new players, either nationally and internationally, for 2 entire and consecutive transfer windows.

83. On this basis, Zamalek submits the following prayers for relief:

"*a) Confirm point 1 of the Appealed Decision as well as the determination that the Player has terminated his contract with Zamalek contract without just cause;*

b) Amend point 3 of the Appealed Decision and increase the amount of the compensation in favour of the Appellant in the amount of USD 9,000,000;

c) in case of reject of point b above, amend point 3 of the Appealed Decision and increase the amount of compensation in favour of the Appellant in the amount the Panel will deem fair and appropriate but in any case higher than the one established by FIFA DRC;

d) Amend points 4 and 5 of the Appealed Decision and consider jointly liable for payment of the compensation in favour of the Appellant not only CD Aves but also Al Ahly Egypt;

e) Order the new dies a quo of the interest from the date of 20 June 2019;

f) Impose sporting sanctions on all the Respondents;

g) Order all the Respondents to bear in full the costs of this arbitration proceedings;

h) Order all the Respondents to pay a contribution of the legal fees, costs and expenses borne by the Appellant, El Zamalek Sporting Club, in relation to this Appeal and the first instance degree, in an amount to be determined at the discretion of the Panel;

i) Grant any other relief or orders it deems reasonable and fit to the case at stake."

84. The Player's submissions in *CAS 2020/A/7446*, in essence, may be summarised as follows:

- Zamalek is only entitled to compensation for breach of contract if the Player terminated the employment relationship without just cause, which is not the case, as set forth in the Appeal Brief filed in *CAS 2020/A/7443*.

- It is true that the FIFA DRC benefits from a large discretion in determining the amount of compensation for breach of contract, but such discretion is not absolute and must take into consideration the circumstances of the case, the severity of the breach and the behaviour of all the parties.

- It is important to note that the criteria of the remuneration and other benefits due to a player under the existing contract and/or the new contract, the time remaining under the existing contract up to a maximum of five years is the general criterion used by FIFA to calculate the compensation due for breach of contract, especially when the breaching party is a club. The amount is usually based on the remuneration remaining under the contract, excluding the amounts mitigated by the Player.

- The Player received a constant monthly salary of USD 205,000 (i.e. EGP 266,666), without any increase during the Second Employment Contract. Accordingly, the request made by Zamalek constitutes an unjust enrichment and therefore should be rejected.

- As to the loss of transfer, the Player was acquired by Zamalek for a transfer fee of USD 400,000. Amortising this amount over the period of contract, the fees or expenses incurred by Zamalek are only USD 80,000.

- Zamalek presented new evidence in the present proceedings before CAS that were not presented to the FIFA DRC. It did so in order to "*mislead the court that the club received offers for the player*". These allegations are to be rejected, because i) no proof of receipt or dispatch are added to these documents; ii) no document contains an offer from a determined club; iii) no offer made by a third party was accepted by Zamalek and/or the Player; iv) Zamalek never informed the Player of an offer received.

- As to the replacement costs, the decision of the FIFA DRC in this respect is arbitrary, unfair and incomprehensible, as there is no logical nexus. There is no evidence that Mr Mohamed Ounajem replaced the Player. During the same period, Zamalek recruited 10 new players, while the Player was loaned twice to Al-Ittihad and Zamalek did not replace the Player with other players of similar value. Rather, on those two instances, the Player was replaced by players of a much lower value. Mr Ounajem was paid USD 2,500,000 for 3 years, i.e. more than 4 times the value of the Second Employment Contract.

Zamalek loaned Mr Ounajem to Club Wydad Athletic, without doing any new recruitment, which evidences that this player was never the replacement of the Player.

- To oblige the Player to pay to Zamalek USD 1,500,000 as replacement costs can only be considered as unjust enrichment and overcompensation.

- As to the specificity of sport, it was Zamalek that acted in bad faith. Zamalek did not show any interest in the Player. The Player was remunerated at a low level. Despite the fact that the Second Employment Contract was concluded, Zamalek did not increase the Player's remuneration. Zamalek did not answer the Player's notifications since 29 January 2019. Zamalek responded only six months after the first notification. By ignoring the Player's notices, Zamalek acted in bad faith. The statement of Mr Amir Mortada Mansour prove that Zamalek never had any sporting interest in the Player and that it only tries to take financial benefit from him without any sporting interest.

85. On this basis, the Player submits the following prayers for relief:

"*1/ To consider the appeal filed by Zamalek club as inadmissible.*

Or alternatively

2/ To reject the appeal filed by Zamalek club

An in all cases:

3/ To fix a sum of 20,000 CHF to be paid by the Appellant to the first respondent, to help the payment of its legal fees and costs.

4/ To condemn the Appellant to the payment of the whole CAS administration costs and the Arbitrators fees."

86. CD Aves did not file an Answer despite having been invited to do so and it did not submit any prayers for relief.

87. Al Ahly's submissions in *CAS 2020/A/7446*, in essence, may be summarised as follows:

- In its prayers for relief, Zamalek asks the Panel to "*consider*" Al Ahly jointly liable. The verb "*to consider*" means to think carefully about something or to look attentively at something. Inserted in a prayer for relief it has no compelling meaning in the sense of condemning a party. The Panel cannot go beyond considering, since otherwise it would decide *ultra petita*.

- There is also no legal basis that may support the joint liability of Al Ahly. In accordance with point 4 of the definitions of the FIFA RSTP, the new club is exclusively the first club that the player is joining following the alleged breach of contract. Accordingly, assuming that the Player breached his

Second Employment Contract with Zamalek, which is contested, the new club is CD Aves, not Al Ahly, as confirmed by the Appealed Decision.

- Zamalek's allegation that Al Ahly arranged for a bridge transfer is fully rejected. Zamalek i) failed to discharge its burden of proof in this respect; ii) the FIFA RSTP (edition March 2020) is not applicable; and iii) the elements necessary for establishing a bridge transfer are not met.

- After leaving Zamalek to join CD Aves, as it often happens, the Player's aspirations were not fulfilled and therefore he decided to leave CD Aves. Knowing that the Player became a free agent, Al Ahly contacted him and offered an employment contract commencing in January 2020, which the Player accepted. Al Ahly carried out comprehensive due diligence prior to signing the employment contract. Al Ahly verified that there was no contractual dispute between the Player and CD Aves.

- According to the Swiss Federal Tribunal (the "SFT"), "[a] *circumvention of a regulation is given in case someone acts according to the wording of such regulation but does not respect/comply with its purpose*". Here, Al Ahly acted in compliance with the applicable regulations and it also fully respected the underlying purposes thereof.

- Zamalek expressly recognised that it would never allow the Player to join Al Ahly. Evidently, such behaviour, besides being bully and abusive towards the Player, shows that the only aim of Zamalek to involve Al Ahly in the present proceedings is the fact that the Player decided to join its big and unreachable rival Al Ahly. Zamalek failed to establish any circumvention of the rules allegedly committed by Al Ahly.

- Despite acknowledging that the January 2020 edition of the FIFA RSTP is applicable, Zamalek refers on several occasions to the March 2020 edition of the FIFA RSTP. Under the January 2020 edition of the FIFA RSTP, a bridge transfer as such was not a punishable phenomenon.

- No elements of a bridge transfer are present. The present matter has nothing to do with training compensation or solidarity contribution. The Player was on loan since the 2016/17 season, as a consequence of which Zamalek was not benefitting from the services of what it now claims being its "best player". It does not appear that Zamalek had a genuine interest in retaining the services of the Player.

- The Player remained registered with CD Aves for a period of more than 5 months, which is a substantial period to establish the sporting link between a player and a club. Moreover, the Player was at all times actively participating in the training sessions of CD Aves as well as in its official matches. The Player's registration with CD Aves was significantly longer than the 16 weeks referred to in Article 5bis of the March 2020 edition of the FIFA RSTP.

- It cannot be said that CD Aves is of a lower level than Zamalek or Al Ahly. The Portuguese first division is one of the strongest leagues in Europe after the "big five".

- Zamalek provides no evidence of its allegation that CD Aves had "*a history of reiterated and several breaches of contracts*".

- Al Ahly obviously has no knowledge about the Player's contractual situation with Zamalek and why he selected to go to CD Aves, but it can only make assumptions. Al Ahly assumes that the Player was interested in making a further sporting experience in a European-based club after his previous experience with two Swiss clubs. At the time, CD Aves was coached by former Zamalek coach Mr Augusto Inácio, who clearly knew the Player for his sporting abilities. At the end of October 2019, Mr Inácio was relieved of his duties. This was most likely the moment when the Player may have started to reconsider his situation in CD Aves. Ultimately, the Player used his buy-out option and terminated his employment contract with CD Aves.

- The Player in good faith was convinced that he was not contractually bound to Zamalek when he joined CD Aves. Therefore, he did not breach the Second Employment Contract.

- No sporting sanctions shall be imposed on Al Ahly. This request is invalid; a party cannot ask that sanctions are imposed on another party, as this is the exclusive prerogative of the competent deciding body. The FIFA DRC has clearly avoided doing so.

- No sporting sanctions can be imposed on Al Ahly, as it cannot be considered as the new club in the sense of Article 17(3) FIFA RSTP. There is no legal provision in the FIFA RSTP that would establish the application of sporting sanctions on the second club a player is joining following a breach of contract.

88. On this basis, Al Ahly submits the following prayers for relief:

"*1. To dismiss the appeal lodged by Zamalek;*

2. To establish that no compensation shall be payable by Al Ahly to Zamalek;

3. To establish that no sporting sanction shall be imposed on Al Ahly;

4. To condemn Zamalek to the payment in favour of Al Ahly of the legal expenses incurred;

5. To establish that the costs of the arbitration procedure shall be borne by Zamalek."

V. JURISDICTION

89. Article R47 CAS Code provides as follows:

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

90. The jurisdiction of CAS derives from Article 58(1) of the FIFA Statutes (2020 edition), as it determines that "[a]*ppeals 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*" and Article R47 of the CAS Code.

91. The jurisdiction of CAS is not contested and is further confirmed by the Order of Procedure duly signed by all Parties.

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

VI. ADMISSIBILITY

93. Article R49 CAS Code provides as follows:

> "*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.*"

94. Both appeals were filed within the deadline of 21 days set by Article 58(1) FIFA Statutes. Both appeals complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

95. The Player objects to the admissibility of Zamalek's appeal on the ground that Zamalek had allegedly not asked for the grounds of the Appealed Decision prior to filing an appeal with CAS, as a consequence of which the Appealed Decision became final and binding towards Zamalek. FIFA's letter dated 25 August 2020 confirms that only the Player and Al Ahly asked for the grounds.

96. Zamalek maintains that it did send a request for the grounds of the Appealed Decision to FIFA on 15 August 2020. It is correct that Zamalek is not mentioned in FIFA's letter dated 25 August 2020. Probably FIFA incurred a technical problem, as had happened with the filing of Zamalek's second written submission. FIFA did not deny receipt of Zamalek's request for the grounds upon being informed of this by the CAS Court Office.

97. In any case, even assuming that Zamalek would not have asked for the grounds, Zamalek submits that its appeal is still admissible, because CAS jurisprudence establishes that the admissibility of an appeal does not depend on receipt of the request by FIFA or on which party asked for the grounds. In fact, Article 15 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "FIFA Procedural Rules") provides that, after receiving the findings, the parties have 10 days to request, in writing, the grounds of the decision. Only if none of the parties asks for the grounds, then the decision becomes final and binding. If one party asks for the grounds, the motivated decision will be sent to all parties.

98. Furthermore, the "*NOTE RELATED TO THE APPEAL PROCEDURE*" provides that "*this decision may be appealed against before the Court of Arbitration for Sport*", which does not limit such possibility to the party that asked for the grounds. Accordingly, Zamalek submits that its appeal must be deemed admissible.

99. In this context, the Panel first refers to the wording of Article 15 of the FIFA Procedural Rules, which states:

> "*Following the notification of the findings of the decision, the parties are entitled to request the grounds of the decision within ten calendar days as from the notification of the findings of the decision. Failure to do so will result in the decision becoming final and binding and the parties being deemed to have waived their right to file an appeal.*"

100. In the Panel's view, according to this wording, it is sufficient if <u>one</u> of the parties asks for the grounds of the relevant decision, i.e. if any party asks for the grounds all parties can base their appeals (if any) from the grounded decision.

101. This view is also supported by the note at the end of the Appealed Decision where it says:

> "*Should any of the parties wish to receive the grounds of the decision* […]."

The following notice "*Failure to do so* […] *will result in the decision becoming final* […]" can only be understood in such a way that the appealed decision should only become final and binding if <u>none</u> of the parties has asked for its grounds.

102. It follows that the Panel is satisfied that, in any event, on the basis of the applicable rules, not only a party that requests the grounds of a decision of a FIFA body shall be entitled to file an appeal. This means that FIFA is expected to send the grounds of a decision, once requested, to all the parties of the FIFA proceedings and that all the parties are entitled to file an appeal against such decision, provided they have an appropriate legal interest worthy of protection to do so.

103. Apart from the above, the Panel notes that Zamalek claimed in its letter to the CAS Court Office dated 23 October 2020 that it had requested FIFA for the grounds of the Appealed Decision by letter attached to an email dated 15 August 2020.

104. The Panel notes that the letter attached to this email dated 15 August 2020 provides as follows:

> "*Reference is to* [sic] *your letter dated 13 July 2020, including the findings of the decision passed in the aforementioned matter by the Dispute Resolution Chamber on 13 August 2020.*
>
> *In that regard, on behalf of* [Zamalek], *I would like to request the grounds of the mentioned decision.*"

105. The Panel finds that Zamalek's letter dated 15 August 2020 appears genuine and has no reason to believe that it is forged, which is corroborated by the fact that FIFA did not deny having received such correspondence and that the Player did not maintain that such letter was a forgery.

106. Accordingly, the Panel finds that the appeals filed by Zamalek and the Player are admissible.

VII. APPLICABLE LAW

107. Zamalek and Al Ahly maintain that, pursuant to Article R58 CAS Code and Article 57 FIFA Statutes, CAS shall decide the dispute according to the January 2020 edition of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") and, in the alternative, Swiss law.

108. The Player maintains that, pursuant to Article R58 CAS Code, the dispute shall be decided according to the applicable regulations and that, due to the fact that both parties are Egyptian, the regulations governing the relation between Zamalek and the Player is the EFA regulations of transfer and status of players. Furthermore, in accordance with Article 57(2) FIFA Statutes, the various regulations of FIFA and the EFA will be applicable to the present dispute, and, if necessary, Swiss law in the alternative.

109. Article R58 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.*"

110. Article 57(2) FIFA Statutes provides the following:

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

111. Article 3 of the Second Employment Contract provides as follows:

> "*The Club shall:*
>
> […]
>
> *5- Respect rules and regulations of FIFA.*
>
> *Player shall:*
>
> […]
>
> *2- Respect rules and regulations of the Club and the Federation..*
>
> […]
>
> *7- Be subject to regulations, rules and resolutions of FIFA.*"

112. The Panel notes that the Second Employment Contract does not contain an explicit choice-of-law clause, but that the Player and Zamalek are, based on Article 3, subjected to FIFA's rules and regulations.

113. The Panel finds that, in accordance with Article R58 CAS Code and Article 57(2) FIFA Statutes, and since the Player and Zamalek were subjected to FIFA's regulations based on the Second Employment Contract, the regulations of FIFA are primarily applicable, in particular the FIFA RSTP (edition January 2020) and, if necessary, additionally, Swiss law.

114. Whilst there is no contractual relationship between Zamalek and Al Ahly, the Panel notes that Al Ahly accepted that the present disputed is governed by the FIFA RSTP and, additionally, Swiss law.

VIII. PRELIMINARY ISSUES

A. New evidence presented by Zamalek in the present proceedings before CAS

115. The Player maintains that Zamalek presented new evidence in the present proceedings before CAS that was not presented in the proceedings before the FIFA DRC and that it did so in order to "*mislead the court that the club received offers for the player*".

116. The Panel gives short shrift to this argument. Pursuant to Article R57 CAS Code, the present appeal arbitration proceedings are *de novo* proceedings, i.e. the Panel "*has full power to review the facts and the law*".

117. While the Panel acknowledges that Article R57 CAS Code affords it discretion to "*exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered.*

Articles R44.2 and R44.3 shall also apply", it finds that such discretion is to be used with caution and is to be reserved for situations where evidence has been withheld in bad faith.

118. The Panel finds that the Player did not establish that Zamalek withheld evidence in bad faith. Rather, the new evidence presented is a natural consequence of the evolving legal discussion between the Parties.

119. Consequently, the Panel finds that the new evidence presented by Zamalek is not to be excluded.

B. The alleged imprecise prayers for relief filed by Zamalek

120. Al Ahly maintains that Zamalek's prayer for relief whereby it asks the Panel to "*consider*" Al Ahly jointly liable is insufficiently precise, as "*to consider*" means to think carefully about something or to look attentively at something, but has no compelling meaning in the sense of condemning a party. Al Ahly submits that the Panel cannot go beyond considering, as it would otherwise decide *ultra petita*.

121. The relevant prayer for relief in Zamalek's Appeal Brief provides as follows:

> "*Amend points 4 and 5 of the Appealed Decision and consider jointly liable for payment of the compensation in favour of the Appellant not only CD Aves but also Al Ahly Egypt*"

122. The Panel finds that Al Ahly's argument is to be dismissed. While more accurate wording could have been chosen than "*consider*", the Panel finds that the intention of Zamalek was sufficiently clear, i.e. it was requesting the Panel to determine that Al Ahly is jointly liable. While this is already clear from the wording of the relevant prayer for relief itself, Zamalek's reasoning in its Appeal Brief leave no doubt as to its intentions:

> "[…] *Therefore, the CAS Panel should hold the Third Respondent financially liable for the damages suffered by the Appellant as a consequence of the Player's breach of contract*." (para. 161 of Zamalek's Appeal Brief)

123. Consequently, the Panel finds that Zamalek's prayer for relief with respect to Al Ahly is sufficiently clear to potentially determine that Al Ahly is jointly liable to pay compensation to Zamalek.

C. Consolidation of the proceedings

124. The CAS Court Office informed the Parties as follows on 3 November 2021:

> "[…] *the Division President, having taken into account the facts underlining* [sic] *the present proceedings and the very simple fact that the Appealed Decision is the same in all three proceedings, decides to*

> *consolidate the present procedure with CAS 2020/A/7443 and CAS 2020/A/7458.*"

125. To avoid any confusion, which may be triggered by the fact that the appeal in *CAS 2020/A/7458* was ultimately withdrawn and that "*the present procedure*" referred to in the above communication refers to *CAS 2020/A/7443*, the Panel asked the Parties confirmation that they understood that the proceedings in *CAS 2020/A/7443* and *CAS 2020/A/7446* were consolidated and that the Panel would issue a single Award.

126. Following such request, the Parties confirmed that such understanding was correct. The Player only highlighted that his agreement was without prejudice to his argument that the appeal filed by Zamalek against the Appealed Decision was inadmissible.

127. Hence, the Panel issues the present, single Award in the consolidated proceedings *CAS 2020/A/7443* and *CAS 2020/A/7446*.

IX. MERITS

A. The Main Issues

128. The main issues to be resolved by the Panel are:

i. Was the Second Employment Contract validly concluded?
ii. If the Second Employment Contract was validly concluded, who terminated it and when?
iii. Was there just cause for the premature termination of the Second Employment Contract?
iv. What are the consequences thereof?

i. Was the Second Employment Contract validly concluded?

129. Whereas Zamalek maintains that the Second Employment Contract was concluded on 28 August 2017, the Player argues that he did not conclude any contract on or around such date, but that Zamalek unilaterally added terms to a blank contract that the Player had signed already on 14 July 2016.

130. The Panel notes that there are certain inconsistencies in the Parties' factual submissions, while certain factual allegations are also not sufficiently substantiated by evidence, which makes it difficult for the Panel to determine what actually happened. In such situation, the Panel has no other option but to decide the case strictly based on the burden of proof.

131. In this respect, Article 12(3) of the FIFA Procedural Rules provides as follows:

> "*Any party claiming a right on the basis of an alleged fact shall carry the burden of proof. During the proceedings, the parties shall submit all relevant facts and evidence of which they are aware at that time, or of which they should have been aware if they had exercised due care.*"

132. This provision is in line with Article 8 of the Swiss Civil Code:

> "*Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact.*"

133. Given that the contract at the heart of the present dispute is the Second Employment Contract, the Panel will first proceed to assess whether such contract was indeed concluded. Because Zamalek relies on the Second Employment Contract to claim compensation for breach of contract from the Player, it is Zamalek that carries the burden to prove the existence thereof.

134. In this respect, the Panel notes that Zamalek provided a copy of the Second Employment Contract, containing the Player's signature. Zamalek further provided a letter issued by Mr Walid El Attar, Deputy Executive Manager of the EFA, confirming to Zamalek by letter dated 29 April 2020 that the Second Employment Contract had been registered with the EFA on 7 September 2017.

135. The Panel finds that there is uncertainty with respect to the actual date of registration of the Second Employment Contract, as the file also contains a press release published on the official website of Zamalek on 18 November 2018, confirming that the EFA had registered an extended employment contract with the Player on such date. In fact, also in the present proceedings, Zamalek confirmed that the registration-phase came to an end on 18 November 2018 and that it had filed an application for registration with the EFA on 7 September 2017.

136. The Panel notes that the Player also provided print screens from the EFA's registration system ("EFA DTMS"), indicating that the Second Employment Contract was registered on yet another date, i.e. on 25 November 2018, following a renewed application being filed by Zamalek on 17 November 2018. Unlike argued by the Player, the Panel finds that the information derived from EFA DTMS does not suggest that the Second Employment Contract was registered on 18 November 2018.

137. Be this as it may, regardless of the uncertainty surrounding the date of registration, it is not in dispute that the Second Employment Contract was ultimately registered with the EFA and that it contains the Player's authentic signature, as a consequence of which the Panel finds that the Second Employment Contract is presumed to be valid.

138. The burden then shifts to the Player to establish that, notwithstanding the registration and his signature, the Second Employment Contract was not valid. The Player invokes the following arguments in this respect: i) Zamalek unilaterally added details to a blank contract allegedly signed by the Player on 14 July 2016; ii) the Second Employment Contract was invalid because Zamalek had failed to timely register it with the EFA; iii) the EFA regulations forbid concluding any addendums to employment contracts; and iv) an extension of an employment contract resulting in an overall period longer than 5 years is illegal under the FIFA RSTP.

139. The Panel addresses the first two and the final two arguments of the Player together, because the Parties' submissions in this respect partially overlap.

a) The alleged signing of a blank contract on 14 July 2016 and the alleged untimely registration of the Second Employment Contract with the EFA

140. The Panel commences its analysis with the Player's allegation that he had signed a blank contract with Zamalek on 14 July 2016 and that such blank document should have been subsequently registered with the EFA as the Second Employment Contract after Zamalek had unilaterally filled out certain terms of the contract without consulting the Player.

141. The Panel finds that the strongest evidence presented by the Player in this respect are the media releases published on Zamalek's website on 14 July 2016, confirming that the Player had extended his employment contract with Zamalek for one season. However, despite such statement, there is no evidence on file suggesting that any contract with such terms was ever concluded, in particular because the Player alleges to have signed a blank contract on 14 July 2016, not an extension of one year. The Club's statement that an extension of one year was concluded is also difficult to square with the Player's argument that he signed a blank contract on such date.

142. The Panel further notes that the Player, in September 2017, confirmed in an interview that he had extended his employment relationship with Zamalek for four years. The Panel considers this interview important as it is not evidence gathered *post factum*. Rather, it is contemporaneous, unchallenged evidence of the Player's understanding of his contractual situation at that particular point in time, when he had no particular interest to distort the truth.

143. While the Player alleges that said interview took place in 2016, Zamalek maintains that it was conducted in 2017. The Panel notes that the interview itself does not contain any reference to a date, but during the interview the Player states that his First Employment Contract was valid for four years, of which two years had lapsed. Accordingly, given that the First Employment Contract was concluded on 26 July 2015, the Panel finds that it can be inferred that the interview took place in summer 2017, which is more or less in line with the submissions of Zamalek.

144. The Panel does not see any feasible way to square the Player's statements to the media with the theory advanced now in the present CAS proceedings, i.e. that he never signed a second employment contract. Signing a blank contract on 14 July 2016 could not reasonably have led the Player to believe that his employment contract had been extended and to announce this in September 2017. The Panel finds it much more likely that the Player, with his September 2017 statements, referred to the Second Employment Contract concluded on 28 August 2017.

145. Furthermore, the Player does not provide any evidence whatsoever to corroborate his allegation that he would have signed the blank contract because he was being blackmailed by Zamalek. Even the witness statement of Mr Torky, who attended the signing as a friend of the Player, does not suggest that the Player may have been blackmailed into signing a blank contract. Mr Torky only indicated that the Player was required by Zamalek to extend his employment contract in order for Zamalek to

agree to his loan to Al-Ittihad. The Panel does not find that this is blackmail or otherwise sufficient evidence to establish the invalidity of the Second Employment Contract. Mr Torky acknowledged that he did not see the content of the document signed by the Player and that the Player was happy to sign the agreement, because it allowed him to go on loan to Al-Ittihad. In any event, should it be true that Zamalek somehow forced the Player into signing a blank contract, it would be expected from the Player to denounce such conduct to the authorities, but he never did.

146. A further element of reassurance for the Panel is the fact that three versions of the Second Employment Contract were presented to the FIFA DRC, having the same content, but with stamps and signatures in different placements, establishing that three separate versions of the Second Employment Contract were signed, as is customary. In particular, the fact that CD Aves presented one of these three versions to the FIFA DRC suggests that the Player provided CD Aves with such copy, which confirms that the Player was aware of, and in possession of a copy of the Second Employment Contract. The Player's testimony at the hearing that he did not provide a copy to CD Aves, and that CD Aves must have obtained a copy because Zamalek displayed a copy on the internet is, on the basis of the available evidence, not considered credible by the Panel.

147. Furthermore, even if it were true that the Second Employment Contract was declared as registered around 14 months after its conclusion, the Player acknowledges that a new request for registration was filed by Zamalek after a first request for registration was apparently refused. This can be derived from the Player's notification to Zamalek dated 9 January 2019:

> "*The contract was not approved by the* [EFA] *Player Status and Transfer Committee for failure to indicate the date of signature.*
>
> *A new introduction for homologation and registration of the new contract was made in November 2018 by the club after overloading the contract by the introduction of a signing date 28-08-2018 without notified it to the player.*"

148. This notwithstanding, and therefore knowing full well that the Second Employment Contract had been registered with the EFA, the Player did not challenge such registration. At least, no evidence of such challenge has been submitted by the Player.

149. In this respect, Zamalek maintains that the Player requested the EFA to verify the validity of the Second Employment Contract and that this is what caused the delay in registering the Second Employment Contract, but that, importantly, the Player never objected to or appealed the EFA's decision to ultimately register the Second Employment Contract.

150. During his testimony, the Player maintained to have asked his agent to appeal the decision, but confirmed that nothing happened. The Panel finds that there may well have been a misunderstanding between the Player and his agent, but what matters legally is that the Player did not appeal the EFA's decision to register the Second Employment Contract. The Player's testimony contradicts his allegation in the

Appeal Brief where it was suggested that "*the player had no possibility to contest the default of registration of the contract because he didn't receive any notification related to the contract homologation neither from the club* [nor from the EFA]".

151. Besides challenging the registration of the Second Employment Contract with the EFA, the Player could also have legally challenged the validity thereof, for example based on his argument that Zamalek had blackmailed him. However, the Player did not do so.

152. In the absence of any evidence of proceedings commenced by the Player to challenge the validity of the Second Employment Contract and/or challenging the EFA's decision to register the Second Employment Contract, while, based on his notification dated 9 January 2019, the Player was aware of the fact that the Second Employment Contract had been registered by the EFA, the Panel finds that this is detrimental to the Player's case, because it cannot be accepted that the Player now pretends that he was unaware of the existence of the Second Employment Contract, while he in fact knew that such contract had been registered with the EFA.

153. The Player's notification dated 9 January 2019 also suggests that the only data being overloaded was the signing date, but it does not suggest that the Player's salary or the term of the Second Employment Contract had somehow also been unilaterally determined by Zamalek in August 2017.

154. For these reasons, the Panel finds that the Player failed to establish that he signed a blank contract on 14 July 2016 or that Zamalek unilaterally filled out the terms of the Second Employment Contract before offering it for registration with the EFA.

155. Further, while acknowledging that the one-month time limit to register employment contracts as provided for in the regulations of the EFA is applicable, as confirmed by the Player himself in his notification to Zamalek dated 9 January 2019, a renewed application to register the Second Employment Contract was made by Zamalek in November 2018 after a first application to do so (that had allegedly been sent on 7 September 2017) had apparently been dismissed. The Panel finds that in such situation, the one month time limit to register an employment contract does not apply, as the time required by the EFA to process an application for registration was outside Zamalek's sphere of control.

156. In any event, the mere fact that the Second Employment Contract may not have been registered with the EFA within the time limit required to do so does not make the Second Employment Contract invalid. As also retained by the FIFA DRC in the Appealed Decision, the formality of registering an employment contract with a national football association does not impact on the validity of the employment contract as such. One of the reasons for this is because otherwise football clubs could unilaterally decide whether or not to register an employment contract and thereby implicitly decide on the validity thereof, depending for example on the performance of the player concerned, which is not desirable. A football player also usually has no oversight and control over the registration of an employment contract by a club with the national association.

157. Consequently, the Player's arguments that a blank contract was signed on 14 July 2016 and that the Second Employment Contract had not been timely registered with the EFA are dismissed.

b) The alleged violations of Article 9(7) EFA regulations and Article 18(2) FIFA RSTP

158. Turning to the Player's argument that the Second Employment Contract is invalid because it violates Articles 9(7) EFA regulations and 18(2) FIFA RSTP, these arguments shall also be dismissed.

159. Article 18(2) FIFA RSTP provides as follows:

> "*The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.*"

160. The Panel finds that the maximum length of a contract referred to in Article 18(2) FIFA RSTP does not apply to extensions, but is rather aimed at preventing employment contracts being concluded for a term longer than 5 years.

161. Whether a new employment contract is concluded or the contractual parties subsequently agree on an extension has no material impact on the validity of the contract concluded; both are to be considered as a new agreement, with another maximum valid term of 5 years. Nothing prevents football players and clubs from extending their employment relationship much longer than 5 years, as long as each individual contract, or each extension, does not exceed the maximum 5 year term.

162. In any event, the Panel finds that the content of the Second Employment Contract allows it to serve as a stand-alone contract that is not in any way dependent on the content of the First Employment Contract.

163. Accordingly, the Panel finds that there is also no violation of Article 9(7) of the EFA regulations, providing that "*no additional annexes will be considered outside the contract*", as the Second Employment Contract is not to be regarded as an extension or as an annex, but rather as a stand-alone employment contract.

164. Consequently, the Panel finds that the Player did not succeed in meeting his burden of proof to establish that the Second Employment Contract was not validly concluded.

ii. If the Second Employment Contract was validly concluded, who terminated it and when?

165. The Panel notes that there is no termination letter on file from either Zamalek or the Player. This can be explained by the fact that the Player maintains that no Second

Employment Contract was concluded and that he was therefore free to conclude an employment contract with CD Aves on 20 July 2019, while Zamalek had no reason to terminate the Second Employment Contract, because it wanted to continue the employment relationship with the Player.

166. While a breach of contract does not necessarily equate to a termination, in the present situation the Panel finds that it was the Player who implicitly terminated the Second Employment Contract by signing an employment contract with CD Aves during the validity of the Second Employment Contract.

167. Indeed, Article 18(5) FIFA RSTP provides as follows:

> "*If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.*"

168. Chapter IV of the FIFA RSTP is entitled "*Maintenance of contractual stability between professionals and clubs*" and comprises of Articles 13-18 FIFA RSTP.

169. The FIFA Commentary provides the following with respect to Article 18(5) FIFA RSTP:

> "*1. A player can only enter into one employment relationship at a time. A player who enters into more than one employment contract with different clubs for the same period of time contravenes the provisions of Chapter IV of the Regulations and must be sanctioned in accordance with art. 17.*
>
> *2. If he signs a second contract, the player effectively terminates the first one. Besides the circumstances surrounding the breach committed by the player, the role played by the second club for inducement to contractual breach must also be ascertained.*
>
> *3. Exception: the only situation in which a player is entitled to enter into two employment contracts for the same period of time is whenever the player transfers on loan to a third club.*"

170. Since a football player can only be registered for one club at a time (Article 5(2) FIFA RSTP), the Panel finds that the Player's conclusion of an employment contract with CD Aves *de facto* terminated his employment relationship with Zamalek.

171. Consequently, the Second Employment Contract was implicitly terminated by the Player by signing an employment contract with CD Aves on 20 July 2019.

iii. Was there just cause for the premature termination of the Second Employment Contract?

172. In view of the Panel's conclusion that the Second Employment Contract was valid, the Panel has no hesitation in concluding that the Player breached the Second Employment Contract by concluding an employment contract with CD Aves during the validity of the Second Employment Contract.

173. This is mandated by Article 18(5) FIFA RSTP and is supported by the FIFA Commentary cited *supra* and the Panel sees no reason to deviate therefrom.

174. The Panel notes that this view is also confirmed in CAS jurisprudence:

> "*The Panel considers that this pattern of behaviour together with the signature of the new employment contract with FC Saturn on 3 January 2008 must, according to Article 18 para. 5 of the FIFA Regulations for the Status and Transfer of Players, lead to the conclusion that Mr Leonid Kovel acted in breach of his employment contract with FC Karpaty and terminated it unlawfully.*" (CAS 2008/A/1741, para. 36)

175. Consequently, the Panel finds that the Player did not have just cause to prematurely terminate the Second Employment Contract.

iv. What are the consequences thereof?

176. Having determined that the Player did not have just cause to terminate the Second Employment Contract, it is up to the Panel to determine the consequences thereof and it does so on a *de novo* basis.

177. The Panel proceeds with (a) determining the amount of compensation to be paid by the Player to Zamalek, before (b) assessing the alleged contributory negligence on the side of Zamalek, (c) determining as from which date interest is due, if any, (d) assess whether there is any possible joint liability of CD Aves and/or (e) Al Ahly and (f) whether sporting sanctions are to be imposed on the Player, CD Aves and/or Al Ahly.

a) What amount of compensation for breach of contract is to be paid by the Player to Zamalek?

178. Article 17(1) FIFA RSTP provides for the consequences of terminating a contract without just cause. This provision is therefore the starting point to determine the compensation payable:

> "*The following provisions apply if a contract is terminated without just cause:*
>
> *1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.*

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;

ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminate early (the "Mitigated Compensation". Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail."

179. The Parties did not deviate from the application of Article 17(1) FIFA RSTP by means of a liquidated damages clause in the Second Employment Contract. The compensation for breach of contract to be paid to Zamalek by the Player is therefore to be determined in accordance with the parameters listed in Article 17(1) FIFA RSTP.

180. The Panel takes due note of previous CAS jurisprudence establishing that the purpose of Article 17(1) FIFA RSTP is basically nothing else than to reinforce contractual stability, i.e. to strengthen the principle of *pacta sunt servanda* in the world of international football, by acting as a deterrent against unilateral contractual breaches and terminations, be it breaches committed by a club or by a player (CAS 2008/A/1519-1520, para. 80, with further references to: CAS 2005/A/876, p. 17: "[…] *it is plain from the text of the FIFA Regulations that they are designed to further 'contractual stability'* […]"; CAS 2007/A/1358, para. 90; CAS 2007/A/1359, para. 92: "[…] *the ultimate rationale of this provision of the FIFA Regulations is to support and foster contractual stability* […]"; confirmed in CAS 2008/A/1568, para. 6.37).

181. To determine the compensation to be paid in accordance with Article 17(1) FIFA RSTP and the application of the principle of "positive interest", the Panel follows the framework set out by a previous CAS panel as follows:

"*When calculating the compensation due, the judging body will have to establish the damage suffered by the injured party, taking in consideration the circumstances of the single case, the arguments raised by the parties and the evidence produced. Of course, it is the injured party that requests compensation who bears the burden of making, as far as possible, sufficient assertions and who bears as well the burden of proof.*

As it is the compensation for the breach or the unjustified termination of a valid contract, the judging authority shall be led by the principle of the so-called positive interest (or "expectation interest"), i.e. it will aim at determining an amount which shall basically put the injured party in the position that the same party would have had if the contract was performed properly, without such contractual violation to occur. This principle is not entirely equal, but is similar to the praetorian concept of in integrum restitution, known in other law systems and that aims at setting the injured party to the original state it would have if no breach had occurred.

The fact that the judging authority when establishing the amount of compensation due has a considerable scope of discretion has been accepted both in doctrine and jurisprudence (cf. CAS 2008/A/1453-1469, N 9.4; CAS 2007/A/1299, N 134; CAS 2006/A/1100, N 8.4.1. In relation to Swiss employment law, see Streiff/von Kaenel, Arbeitsvertrag, Art. 337d N 6, and Staehelin, Zürcher Kommentar, Art. 337d N 11 – both authors with further references; see also Wyler, Droit du travail, 2nd ed., p. 523; see also the decision of the Swiss Federal Tribunal BGE 118 II 312f.) (…).

The principle of the "positive interest" shall apply not only in the event of an unjustified termination or a breach by a player, but also when the party in breach is the club. Accordingly, the judging authority should not satisfy itself in assessing the damage suffered by the player by only calculating the net difference between the remuneration due under the existing contract and a remuneration received by the player from a third party. Rather, the judging authority will have to apply the same degree of diligent and transparent review of all the objective criteria, including the specificity of sport, as foreseen in art. 17 FIFA Regulations." (CAS 2008/A/1519-1520, para. 39 *et seq.* of the abstract published on the CAS website).

182. The Panel finds that the legal framework set out above and the principle of positive interest are applicable to the present case and adheres thereto. Against this background, the Panel will proceed to quantify Zamalek's objective damages, before applying its discretion in adjusting this total amount of objective damages to an appropriate amount, if deemed necessary, in particular in considering the Player's argument that the alleged contributory negligence of Zamalek should result in the consequence that no compensation for breach of contract is to be awarded, or alternatively, that the amount of compensation is to be reduced with 75%.

183. The Panel finds that Zamalek indeed incurred damages because of the Player's breach of the Second Employment Contract and proceeds to assess whether Zamalek could quantify the damages it incurred.

184. In this respect, the Panel recalls that the Second Employment Contract was concluded on 28 August 2017 and was valid for a period of five season, i.e. until the end of the 2021/2022 season. The Second Employment Contract was then prematurely terminated by the Player on 20 July 2019, when there were still three seasons left under the Second Employment Contract.

185. While under contract with Zamalek, the services of the Player represented a certain value to Zamalek.

186. The Panel finds that there are different ways of assessing the value of the services of a player at the time of a breach. Article 17 FIFA RSTP itself makes clear that compensation for a breach shall be calculated with due consideration of any appropriate objective criteria, unless the parties have agreed in advance on the amount of such compensation. This is also in line with Swiss law, and with Article 43 SCO in particular. There is therefore no predetermined methodology to assess the value of the services of a player, because the reality is complex and in constant movement depending on many circumstances, including offer and demand. One recognized method of assessing the value of the services of a player is to look at the transfer fee paid or offered "in non-suspicious times". However, when looking at such transfer fee one must take into account that such transfer fee is the result of very complex considerations of the parties involved. A club may ask for a higher transfer fee when transferring a player to a competitor than to another club. A receiving club may be willing to pay more for a player in order to lure the latter into a weaker league or if the "selling club" is willing to provide certain guarantees. In addition, an objective market value presupposes a perfectly functioning market and that – in addition – the market participants behave rationally. This, however, is not necessarily the case when looking at the transfer market. Thus, a transfer fee agreed upon is – only to a limited extent – an indication for the value of the services of a player and, therefore, must be assessed with great care. The latter is even more true, if there has been only an offer for a transfer. In such case the transfer has not materialized. The reasons why a transfer may have failed are countless and proposal and counter proposals may be, under certain circumstances, only an indication of the objective market value of the services of a player. Offers, therefore, must be assessed even with greater caution.

187. There are of course also other (imperfect) methods to objectively assess the value of the services of a player at the moment of a breach.

188. Indeed, the FIFA DRC in the Appealed Decision resorted to quantify Zamalek's damages based on the average between the remaining value of the Second Employment Contract and the value of the Player's employment contract with CD Aves, fictionally extended to match the remaining term of the Second Employment Contract, plus the costs incurred by Zamalek to retain a replacement of the Player.

189. While the method applied by the FIFA DRC may be an alternative to calculate the damages incurred, the Panel finds that, if applied "mechanically" and without due consideration of all the objective circumstances of the given case, it is not optimal. In addition, it makes somehow the calculation of the potential compensation due in case of breach quantifiable in advance, which is in principle against the deterrent effect and the core rationale of Article 17 FIFA RSTP (cf. CAS 2008/A/1519-1520, paras. 38 and 43 of the abstract published on the CAS website).

190. In order to assess and quantify the amount of compensation due the Panel will therefore commence its analysis by assessing the evidence presented by Zamalek in quantifying its damages by trying to determine the value of the Player's services at the moment of termination in an objective way.

i. Transfer offers received

191. The Panel notes that Zamalek presented evidence of transfer offers received from third parties for the services of the Player dated 2 and 14 May 2019. While the latter offer does not refer to any transfer fee, as a consequence of which the Panel does not consider it useful to assess the value of the services of the Player as per 20 July 2019, the offer of 2 May 2019 provides as follows:

> "*We would like to inquire about the condition of the* [Player], *as the transfer window will open soon and we would like to see if the Player is Available for Loan with Buy option.*
>
> *We have 3 Clubs from GCC and 1 Club from Turkey are interested in the player.*
>
> *Please let us know about the player situation in order to provide you with the club names, who are willing to offer 2,000,000$ for Loan for next season with an option to Buy with 4,000,000$.*"

192. The offer dated 2 May 2019, issued nearly three months before the Player's breach of contract, is issued by a company with the name Sportlink, a Saudi based company specialised in sport marketing. The letter is signed by Mr Yazeed Alnemer, Managing Director of Sportlink.

193. While the Panel has no particular reason to doubt about the authenticity of the offer, it finds that the origin of the offer is somewhat uncertain, in particular because it is not clear which clubs would allegedly be willing to pay such transfer fee, because it is not clear whether the Player would be open to be transferred to such unknown clubs and because Zamalek did not call Mr Alnemer as a witness. The Panel therefore finds that this offer does not constitute sufficient evidence in and of itself to establish that the services of the Player apparently had a value of EUR 6,000,000 on 2 May 2019.

194. The counteroffer of EUR 9,000,000 sent by Zamalek to Sportlink on 8 May 2019 is in any event of no relevance, as this counteroffer was apparently never accepted. It

is the amount a third party would be willing to pay for the services of the Player that can provide an indication of the value of the services of the Player and therefore of the damages incurred by Zamalek, not the amount for which Zamalek would be willing to release the Player.

ii. Annual loan fee paid for the services of the Player

195. Resorting to the other evidence on file, the Panel finds that the loan fee paid by Al-Ittihad to Zamalek is another reasonable indicator of the value of the services of the Player. Al-Ittihad paid USD 1,200,000 and USD 2,300,000 respectively for the Player's services over the 2016/17 and 2017/18 seasons.

196. Given that the Second Employment Contract was valid until the end of the 2021/22 season and was considered to be terminated prematurely by the Player as per 20 July 2019, there were approximately 3 years remaining under the Second Employment Contract at the time of breach.

197. The fee of USD 2,300,000 provides a better indicator of the value of the services of the Player on 20 July 2019 than the loan fee of USD 1,200,000, because the former was paid after an apparently successful first season.

198. The Panel notes that if the loan fee paid by Al-Ittihad is multiplied by the seasons remaining under the Second Employment Contract, one arrives at an amount of USD 6,900,000 (3 x USD 2,300,000).

199. While this is to a certain extent evidence of the value subscribed to the services of the Player in a given season, the above calculation resulting in an amount of USD 6,900,000 is to some extent speculative and somewhat abstract, not least because the value of the services of a player normally decreases when the remaining term of the employment contract becomes shorter, i.e. Zamalek would probably not have been able to receive a loan fee of USD 2,300,000 for the Player in the final year of the Second Employment Contract. Furthermore, one must also take into account that permanent transfers and temporary transfers are very different legal concepts which may achieve very different fees on the market.

200. The Panel therefore finds, although acknowledging that this reasoning necessarily involves a certain degree of speculation, that this backs a transfer fee somewhere around USD 6,000,000 offered by Sportlink and that the latter may not have been a completely unreasonable indication of the value of the services of the Player at the relevant point in time.

201. Considering this, the Panel finds that there is no reason to resort to the suboptimal method of quantifying Zamalek's damages in an arithmetical way, simply based on the salary earned by the Player with Zamalek, CD Aves and Al Ahly, that was applied by the FIFA DRC in the Appealed Decision.

202. Consequently, the Panel finds that the value of the services of the Player at the moment the Player breached the Second Employment Contract was approximately

around USD 5,000,000 to USD 7,000,000 and that, on a preliminary basis, this range is close to the objective damages incurred by Zamalek by the Player's breach. However, in light of the reasoning that follows, the Panel does not consider it necessary to come to a definite and precise conclusion as to the objective damages incurred by Zamalek.

b) Is the amount of compensation payable to be mitigated due to contributory negligence?

203. The Player submitted the following alternative request for relief:

> "*OR, IN THE ALTERNATIVE*
>
> *B) If, alternatively, the Honorable Panel will consider the second contract valid, it shall be noted that the club's fault and negligence with bad faith were the cause of termination of the contract and therefore it shall not be entitled to receive any compensation.*
>
> *OR, IN THE ALTERNATIVE:*
>
> *C) In the unlikely event that the Panel decides that the Appellant was in breach of contract, to mitigate the indemnification according to factors mentioned in the present Appeal Brief, to reconsider the amount of compensation judged by the FIFA DRC and annulling the amount of 1.500.000 USD considered by the appealed decision as a compensation for player replacement and for the rest to consider club Zamalek bears at least 75 % of the cause of termination according to article 44 of the Swiss Code of Obligations.*"

204. The Panel notes that Article 44(1) SCO, as relied upon by the Player, provides as follows:

> "*Where the person suffering damage consented to the harmful act or circumstances attributable to him helped give rise to or compound the damage or otherwise exacerbated the position of the party liable for it, the court may reduce the compensation due or even dispense with it entirely.*"

205. The Panel observes that CAS jurisprudence has, *inter alia*, held the following in respect of the application of Article 44(1) SCO:

> "[…] *according to Article 44 para. 1 CO, compensation may be reduced if there are circumstances attributable to the injured party that helped to give rise to or increase the damage.*" (CAS 2014/A/3647-3648, para. 121)

206. The Panel finds that Article 44(1) SCO is applicable to the matter at hand as circumstances attributable to Zamalek without any doubt exacerbated the position of the Player and that the amount of compensation payable by the Player to Zamalek should be reduced as a consequence thereof.

207. Having quantified Zamalek's damages and the amount of compensation for breach of contract that the Player should, in principle, pay to Zamalek, the Panel will now analyse the extent of Zamalek's contributory negligence and determine which consequence this may have on the amount of compensation to be paid.

208. First, on 9 January and 20 June 2019, the Player sent written notices to Zamalek concerning the validity of the Second Employment Contract. Zamalek failed to respond to these notices.

209. Zamalek's argument that it never received these notices is dismissed. The Player sent his emails to the email address admin@zamalek.sc. While Zamalek claims that this is not an official email address of the Club, the Panel notes that the reasoned Appealed Decision was sent to the same email address on 28 September 2020 and that this email address was used by FIFA throughout the proceedings, without receiving any indication from Zamalek that such email address was incorrect.

210. The Panel finds it reproachable from Zamalek that it failed to respond to the Player's notices. Zamalek should have addressed the Player's concerns, in particular given the unusual situation surrounding the long time it took to register the Second Employment Contract with the EFA, which legitimately caused the Player to ask questions.

211. Had Zamalek responded, as may be expected from the large and professional organisation that Zamalek is, it may well have discouraged or prevented the Player from signing an employment contract with CD Aves.

212. Second, Zamalek itself declared on 14 July 2016 on its official website that the First Employment Contract with the Player had been extended for one season, i.e. on the same date that the Player's loan to Al-Ittihad was confirmed.

213. However, it turns out that no second employment contract was concluded between Zamalek and the Player on or around such date. Zamalek's declaration however contributed to the uncertain contractual situation of the Player.

214. This, particularly if combined with Zamalek's failure to respond to the Player's correspondence concerning the validity of the Second Employment Contract, is negligent and the Panel finds that this must have an impact on Zamalek's entitlement to compensation for breach of contract.

215. Third, while Zamalek allegedly reproached the Player by means of an undated letter for not attending training sessions as from 17 June 2019 and instructed him to report for a training camp as from 25 June 2019, Zamalek provided no evidence that the Player had been instructed to report for training sessions as from 17 June 2019. The Panel considers this to be yet another example of Zamalek's failure to adequately inform the Player of his obligations under the Second Employment Contract. The Panel in any event notes that Zamalek's letter is not only undated, it also contains no email address or physical address of the Player or other evidence suggesting how this letter was brought to the attention of the Player.

216. Fourth, the Panel notes that the Player also argued that there was contributory negligence from Zamalek, because it allegedly had no genuine interest in the services of the Player and that the Second Employment Contract was registered with the EFA after the regulatory time limit of one month.

217. The Player referred to certain statements in the media from Mr Amir Mortada Mansour, Zamalek's Head of Football, suggesting that the Player would not form part of Zamalek's plans for the future and that he "*will be proposed for sale or loan at the end of the season to benefit from him*".

218. The Panel finds that such statements raise doubts as to the legitimate interest of Zamalek in the Player's services. While the Panel finds that this is not sufficient evidence to conclude that Zamalek was no longer interested at all in the services of the Player, to the extent that Zamalek actually did not incur damages at all, the Panel finds that it is an indication suggesting that Zamalek was not particularly interested in the services of the Player any longer, decreasing the overall damages incurred by Zamalek. Zamalek's publicly announced decreased interest in the services does not mean that Zamalek was considering to release the Player without receiving any form of payment in return. It can therefore certainly not be concluded on the basis of this statement alone that the services of the Player did not represent any value for Zamalek anymore.

219. Fifth, as to the alleged late registration of the Second Employment Contract, following a renewed application, the EFA finally registered the Second Employment Contract 14 months after conclusion. The Panel finds that the Player presented no evidence suggesting that Zamalek is to be reproached for the fact that the Second Employment Contract was registered late. Rather, the late registration primarily appears to be the EFA's responsibility. The Panel therefore finds that this is not a factor that allows to conclude that there was contributory negligence from the side of Zamalek in the context of Article 44(1) SCO.

220. Finally, as argued by the Player, the Panel notes that CAS jurisprudence has recognised that, in line with Article 337b(2) SCO, situations in which a unilateral breach of a contract cannot be deemed to have been caused exclusively by the conduct of one party, the Panel has to decide in its due discretion the financial consequences of such breach, taking into account all circumstances (cf. CAS 2003/O/453, para. 45; CAS 2005/A/865, para. 45; CAS 2014/A/3626, para. 99; CAS 2015/A/3955 & 3956, para. 84 *et seq.*). The Panel finds that Zamalek's argument that Article 17(1) FIFA RSTP does not leave any scope for the application of Articles 43 *et seqq.* and 337b SCO is to be dismissed.

221. Article 337b SCO provides as follows:

> "*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.*"

222. As determined above, the Panel is indeed satisfied that through its behaviour, Zamalek contributed to the situation leading to the unilateral contractual breach of the Player. This shall be duly considered by the Panel when assessing the financial consequences of the breach and the amount of compensation due.

223. The Panel has carefully considered the circumstances listed above, both on the basis of Article 44(1) and Article 337b(2) SCO as well as its discretion to take into account subjective elements on the basis of Article 17(1) FIFA RSTP, and considers it just and fair that the compensation for breach of contract in the amount shall be fixed to USD 2,000,000. The USD (United States Dollar) currency is used by the Panel in view of the fact that the Parties referred to several amounts, among other currencies, also to amounts in USD. In particular, while Zamalek originally claimed an amount of EUR 9,000,000 in its requests for relief before the FIFA DRC and while the FIFA DRC awarded compensation in EGP in the Appealed Decision, in its requests for relief in the present appeal arbitration proceedings Zamalek claimed compensation in an amount of USD 9,000,000 and no objections were raised by the other Parties as to the currency of Zamalek's claim in the present proceedings.

c) As from which date is interest payable?

224. The Panel notes that the FIFA DRC decided in the Appealed Decision that the Player was required to pay compensation for breach of contract to Zamalek in the amount of , with interest at a rate of 5% *per annum* as from 6 January 2020 until the date of effective payment.

225. Zamalek submits that this is not correct and that interest should start to accrue as from 20 June 2019, i.e. the date of termination of the Second Employment Contract.

226. The Panel notes that Article 339(1) SCO provides as follows:

> "*When the employment relationship ends, all claims arising therefrom fall due.*"

227. Consequently, the Panel finds that interest is payable at a rate of 5% *per annum* as from 20 June 2019 until the date of effective payment.

d) Is CD Aves to be held jointly and severally liable together with the Player?

228. Article 17(2) FIFA RSTP provides as follows:

> "*Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.*"

229. The Panel finds that Article 17(2) FIFA RSTP determines that the new club of a player shall be held jointly and severally liable together with the player, without fault having to be established. Applied to the matter at hand, this means that Zamalek is not required to prove that CD Aves, which was the Player's new club after his breach of contract with Zamalek, was aware of the Second Employment Contract or otherwise acted with fault or negligently.

230. Furthermore, also based on the fact that CD Aves availed itself of the services of the Player without being required to pay any transfer fee to Zamalek, the Panel does not consider it unreasonable that CD Aves is held jointly liable together with the Player to compensate Zamalek for the damages incurred.

231. Consequently, the Panel finds that CD Aves is to be held jointly and severally liable together with the Player to pay compensation to Zamalek.

e) Is Al Ahly to be held jointly and severally liable together with the Player and CD Aves?

232. The Panel notes that Article 17(2) FIFA RSTP indicates that "*the professional and his new club shall be jointly and severally liable*". The term "*new club*" is defined in the FIFA RSTP as follows: "*the club that the player is joining*". Neither refers to the possibility of a player having multiple new clubs.

233. The new club of the Player after he left Zamalek was CD Aves. Al Ahly is therefore, in principle, not the Player's new club in the sense of Article 17(2) FIFA RSTP.

234. However, the Panel finds that in case Zamalek were able to prove that CD Aves, Al Ahly and the Player had set up a scheme before the Player joined CD Aves, whereby it had been the intention that the Player would ultimately be registered with Al Ahly, (which practice is generally referred to as a "bridge transfer"), this would be a practice justifying that Al Ahly would have to be held jointly and severally liable as well.

235. The Panel acknowledges that the concept of "bridge transfers" was only addressed for the first time in the March 2020 edition of the FIFA RSTP, i.e. it was not yet addressed in the applicable January 2020 edition.

236. The Panel however finds that no specific provision is required to hold Al Ahly liable in a contractual dispute (which is not the same as disciplinary proceedings, which require a sufficiently clear legal basis sanctioning certain conduct), if it were established that it had been the intention that the Player be registered with Al Ahly, already before he joined CD Aves, because in such scenario, Al Ahly is *de facto* to be considered as the Player's new club.

237. CAS jurisprudence has also already dealt with the concept of "bridge transfer" in detail and emphasised that the sanctioning association or the one invoking the existence of such a transfer has the burden of proof to show that the club or other party has gained an economic benefit from participating in the bridge transfer, i.e. that

the transfer was taking place (at least also) out of other interests than sporting interests. The applicable standard of proof in cases of bridge transfers is the "comfortable satisfaction" and thus the party burdened with proof must establish any possible (disciplinary) violation to the comfortable satisfaction of the CAS panel, bearing in mind the seriousness of the allegations (see in detail CAS 2014/A/3536).

238. While the Panel cannot exclude the possibility that a bridge transfer indeed took place, because there are certain factual elements allowing for some suspicions to this effect, such as for example the fact that the employment contract between the Player and CD Aves contained a provision allowing the Player to unilaterally terminate the employment contract with a 5-days' notice, which is quite unusual in the football industry, the Panel ultimately finds that Zamalek provided insufficient evidence to conclude that a bridge transfer took place.

239. In coming to this conclusion, the Panel duly took into account that Zamalek finds itself in a difficult evidentiary position, because if a bridge transfer took place, the Player, CD Aves and Al Ahly would obviously would try to conceal this from Zamalek and the football authorities. At the same time, the Panel finds that one should not be too quick in concluding that a bridge transfer took place, but that such allegation must be vested in some concrete evidence.

240. The Panel finds that no such concrete evidence is provided. Zamalek made reference to an interview of the Player from before or during the 2018 World Cup in Russia where the Player confirmed to have received an offer from Al Ahly. However, the Panel finds that this is not evidence of a bridge transfer. It only shows that Al Ahly was interested in the Player, which interest ultimately transpired into an employment contract on 1 January 2020.

241. Zamalek also presented evidence of an interview held in September 2019, during which the Player confirmed to have received an offer from Al Ahly and that he was considering it. Again, the Panel finds that this is no evidence of a bridge transfer involving the Player, CD Aves and Al Ahly, but merely an indication that Al Ahly was interested in the Player's services. It does not suggest that the Player's registration with Al Ahly was already determined before he registered with CD Aves.

242. The Panel notes that the head coach of CD Aves had worked for Zamalek when the Player was out on loan with Al-Ittihad. The Panel considers this to be an important link between the Player and CD Aves that may explain why the Player opted to sign with CD Aves. At the time the Player joined the ranks of CD Aves, it was also making an impact in Portuguese football, because it had just won the Portuguese cup in May 2018, while the Player ultimately left CD Aves after the head coach had been relieved of his duties.

243. The Panel notes that, while the Player's salary with Al Ahly is considerably higher than his salary with CD Aves, the Player's salary with CD Aves was about 1/3 lower than his salary with Zamalek. The Panel finds that the decrease in salary after leaving Zamalek for CD Aves does not give rise to significant suspicion, as a decrease in salary in such proportion after leaving Zamalek is not considered unusual by the

Panel, particularly considering that Zamalek publicly announced that it was not very interested in the Player's services going forward, which may have impacted the Player's negotiation position vis-à-vis CD Aves.

244. The Panel also notes that, while not directly applicable to the matter at hand, Article 5bis(2) of the March 2020 edition of the FIFA RSTP provides the following:

> "*It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.*"

245. The Panel notes that Article 5bis(2) FIFA RSTP was not triggered in the matter at hand, as the Player remained registered with CD Aves from 20 July 2019 until at least 27 November 2020, i.e. the date the Player unilaterally terminated his employment contract with CD Aves, before finally signing an employment contract with Al Ahly on 1 January 2020. The Player's registration with CD Aves therefore lasted at least 18 weeks, which is a slightly longer period than the benchmark of 16 weeks allowing for a presumption that a bridge transfer took place.

246. Consequently, and in view of the above-mentioned principles of proof, the Panel finds that Al Ahly is not be held jointly and severally liable together with the Player and CD Aves to pay compensation to Zamalek.

f) Are sporting sanctions to be imposed on the Player, CD Aves and/or Al Ahly?

247. Zamalek also requests that sporting sanctions are imposed on the Player, CD Aves and Al Ahly.

248. The Panel is conscious of consistent CAS jurisprudence with respect to the standing of a party to request sporting sanctions to be imposed on the party that was responsible for the breach:

> "[…] [I]*t is uncontroversial that the DRC did not impose any sanction upon the Player or his new club. The only party to the present arbitration proceedings to disagree with the DRC findings with regard to the absence of disciplinary sanction is the Appellant. The question, which arises, is whether the Appellant has the standing to require that a sanction be imposed upon the Player and/or Raja Club.*
>
> *In this regard, the Panel endorses the position articulated by DUBEY J-P, Counsel to the CAS (The jurisprudence of the CAS regarding Article 17 para. 3 of the FIFA regulations on the status and transfer of players, in CAS Bulletin, 1/2010, page 40):*
>
> > *"(…) the Panel in the Mexès case found that the duration of a suspension regarding a player who is not anymore part of its roster had no effect on this player's former club. Therefore, the latter had no legally protected interest to*

> *require that a sanction be imposed on the player or that the sanction be aggravated [TAS 2004/A/708, para. 78].*
>
> *The CAS confirmed this orientation in a later case in which the Panel stated that no rule of law, either in the FIFA Regulations or elsewhere, was allowing the club victim of the breach of contract to request that a sanction be pronounced. Indeed, the system of sanctions laid down rules that applied to the FIFA, on the one side, and to the player or to the club that hired the player, on the other side. A third party had no legally protected interest in this matter [TAS 2006/A/1082 & 1104, para. 103]".*" (CAS 2014/A/3707, para. 168-168 of the abstract published on the CAS website)

249. The Panel fully agrees with this view. The Player does not have standing to request that sporting sanctions be imposed on the Player, CD Aves and/or Al Ahly. It is solely within FIFA's prerogative to determine whether the imposition of such sporting sanctions is warranted in a concrete case and decided against it in the Appealed Decision. The Panel finds that Zamalek lacks standing to request this element of the Appealed Decision to be overturned.

250. Consequently, the Panel finds that the request of Zamalek to impose sporting sanctions on the Player, CD Aves and Al Ahly is to be dismissed for lack of standing.

B. Conclusion

251. Based on the foregoing, the Panel finds that:

i) The Second Employment Contract was validly concluded.
ii) The Second Employment Contract was implicitly terminated by the Player by signing an employment contract with CD Aves on 20 July 2019.
iii) The Player did not have just cause to prematurely terminate the Second Employment Contract.
iv) The Player and CD Aves are jointly liable to pay compensation for breach of contract to Zamalek in the amount of USD 2,000,000, plus interest at a rate of 5% *per annum* as from 21 July 2019.
v) Al Ahly is not jointly liable to pay compensation for breach of contract.
vi) Interest is payable at a rate of 5% *per annum* as from 20 June 2019 until the date of effective payment.
vii) No sporting sanctions are to be imposed on the Player, CD Aves or Al Ahly.

252. The above conclusion, finally, makes it unnecessary for the Panel to consider the other requests submitted by the Parties. Accordingly, all other prayers for relief are dismissed.

X. COSTS

(…).

* * * * * * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 7 October 2020 by Mr Mahmoud Abdelmonem Abdelhamid Soltane against the decision issued on 13 August 2020 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is partially upheld.

2. The appeal filed on 14 October 2020 by Zamalek Sporting Club against the decision issued on 13 August 2020 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is partially upheld.

3. The decision issued on 13 August 2020 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is confirmed, save for para. 3, which shall read as follows:

   Mr Mahmoud Abdelmonem Abdelhamid Soltane has to pay Zamalek Sporting Club the following amount:

   - *USD 2,000,000 (two million United States Dollars) as compensation for breach of contract without just cause plus 5% interest p.a. on said amount as from 20 June 2019 until the date of effective payment.*

4. (…).

5. (…).

6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 29 March 2022

THE COURT OF ARBITRATION FOR SPORT

Martin **Schimke**
President of the Panel

Ulrich **Haas**
Arbitrator

Michele A.R. **Bernasconi**
Arbitrator

Dennis **Koolaard**
Ad hoc Clerk