TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10334 Ismail Sassi v. Achyronas Onisilos FC

ARBITRAL AWARD

rendered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Giulio Palermo, Attorney-at-Law, Geneva, Switzerland

in the arbitration between

Ismail Sassi, France

Represented by Mr Çağlar Akoğlu, Attorney-at-Law, based in Turkey.

Appellant

and

Achyronas Onisilos FC, Cyprus

Represented by Mr Stelios Christodoulou, Attorney-at-Law, based in Cyprus.

Respondent

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

I. THE PARTIES

1. Mr Ismail Sassi (the "**Appellant**") is a French national and a professional football player. The Appellant is represented by Mr Çağlar Akoğlu, Attorney-at-Law (the "**Appellant's Counsel**").

2. Achyronas Onisilos FC (the "**Respondent**" or the "**Club**") is a professional football club and a member of the Cyprus Football Association. The Respondent is represented by Mr Stelios Christodoulou, Attorney-at-Law (the "**Respondent's Counsel**").

3. The Appellant and the Respondent are jointly referred to as the "**Parties**", with each of them being referred to individually as a "**Party**".

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and arguments based on the Parties' written submissions, oral pleadings, and evidence. While the Sole Arbitrator has considered all facts, legal arguments and evidence submitted by the Parties, he refers in the present Award only to what he considers necessary to explain his reasoning.

5. This dispute concerns the Appellant's payment request of alleged outstanding salaries corresponding to the months of March, April, May, June and July of 2023, for a cumulative amount of EUR 20,750, pursuant to the employment agreement signed by the Parties on 15 September 2022 (the "**Employment Agreement**") and the two supplementary agreements allegedly signed by the Parties on the same date (the "**Supplementary Agreements**").

A. The Appellant's previous contractual relationship with Doxa Katokopias

6. Before entering the contractual relationship that forms the subject-matter of this dispute, the Appellant was employed by another Cypriot professional football club, named Doxa Katokopias ("**Doxa**").

7. The employment agreement between the Appellant and Doxa was concluded on 19 August 2021 (the "**Doxa Employment Agreement**"), for the period of 19 August 2021 to 31 May 2023. Pursuant to the Doxa Employment Agreement, the Appellant was entitled to remuneration as follows: "*1.3.1. From 10.09.2021 until 31.5.2022, a monthly gross salary of €1460 (€1300 net) (9 instalments)*", and "*1.3.2. From 31.08.2022 until 31.5.2023, a monthly gross salary of €1684 (€1500 net) (9 instalments)*" (Annex 3 to the Appeal Brief (Employment Agreement), para. 1.3).

8. On 20 August 2021, the Appellant and Doxa signed a supplementary agreement ("**Doxa Supplementary Agreement**"), under which the Appellant's remuneration was revised as follows:

"1. For the term of his employment for the season 2021/2022, salary amounting to EURO 48 600 [...] *net payable in 9 (Nine) instalments of EURO 5 400* [...] *per month with 30 days grace period, as the first instalment to be paid on the 30th of September, 2021 and the last to be paid on the 31st of May, 2022"* (Annex 3 to the Appeal Brief (Supplementary Agreement), para. 1).

9. On 18 August 2022, the Respondent communicated to Doxa its interest in acquiring the Appellant on loan for the 2022/2023 season, adding that the *"Club is ready to pay €35,000.00 to the player as salary for the above mentioned period"* (Annex 5 to the Appeal Brief).

B. The Appellant's loan to the Club and the Parties' contractual relationship

10. On 15 September 2022, the Parties and Doxa concluded an agreement entitled "*loan transfer agreement*" until 31 May 2023, according to which:

"The Player and ACHIRONAS ONISILOS will sign an employment agreement for the Loan Period. ACHIRONAS ONISILOS agrees and acknowledges that it shall pay the Player during the Loan Period according to the employment agreement signed between them" (Annex 6 to the Appeal Brief).

11. On the same date, the Parties signed the Employment Agreement for the period of 15 September 2022 to 31 May 2023. Pursuant to the Employment Agreement, the Appellant was entitled to remuneration as follows: "*1.3.1. From 01/10/2022 until 31/05/2023, a monthly salary of €300 (€250 net)*" (Annex 1 to the Appeal Brief (Employment Agreement), para. 1.3).

12. Furthermore, on the same date, the Parties allegedly signed the Supplementary Agreements, with the following financial terms:

    (i) One of them for the period of 15 September 2022 to 31 May 2023, according to which, from 1 October 2022 until 31 May 2023, the Appellant would earn "*a monthly gross salary of €4300 (€4000 net). Total amount for the season €32000*" (Annex 2 to the Appeal Brief, p. 1, para. 1.3.1); and

    (ii) The other for the period of 1 June 2023 to 31 July 2023, according to which, for that period, the Appellant would earn "*a monthly gross salary of €4300 (€4000 net). Total amount for the season €8000*" (Annex 2 to the Appeal Brief, p. 3, para. 1.3.1).

13. On 16 January 2023, the Appellant deposited a cheque issued in his favour by "*ONISILLOS SOTERAS 2014*", for EUR 2,000 (Annex 8 to the Appeal Brief, p. 2).

14. On 7 April 2023, the Appellant deposited a cheque issued in his favour by "*ONISILLOS SOTERAS 2014*", also for EUR 2,000 (Annex 8 to the Appeal Brief, p. 1).

15. Between April and May 2023, the Appellant and different representatives of the Club exchanged WhatsApp messages concerning the Appellant's outstanding salaries (the Appellant's Submission dated 9 January 2025, p. 5).

III. PROCEEDINGS BEFORE FIFA

16. On 3 November 2023, the Appellant presented his claim before FIFA's Dispute Resolution Chamber (the "**DRC**"), asking the latter to:

"[C]*ondemn the Respondent to the payment of €20,750.00 with its interest as follows;*
− € 4,250.00 from 31 March 2023 until the effective payment date,

− *€ 4,250.00 from 30 April 2023 until the effective payment date,*
− *€ 4,250.00 from 31 May 2023 until the effective payment date,*
− *€ 4,000.00 from 30 June 2023 until the effective payment date,*
− *€ 4,000.00 from 31 July 2023 until the effective payment date"* (Annex 1 to the Statement of Appeal, para. 15).

17. As summarized by the DRC, the Appellant argued in those proceedings that:

(i) "[O]*n 15 September 2022, the parties signed the contract and the supplementary agreements but the supplementary agreements were not given back to him. We would like to underline that parties signed 2 different supplementary agreements to compensate the Claimant's loss from Doxa Katokopias*" (Annex 1 to the Statement of Appeal, para. 16); and

(ii) "*Respondent paid some salaries to the Claimant mostly by cash but unfortunately the Respondent did not pay 5 salaries to the Claimant which is a total of €20, 750.00 (€4,250.00 each for March, April, May and €4,000.00 each for June and July). We would like to inform you that the Respondent made one salary payment via 2 cheques with an amount of €2,000.00 each. This also proves that the supplementary agreements were signed and binding for the parties otherwise the Respondent would never pay more than the amount written in the contract i.e. €2,000.00*" (Annex 1 to the Statement of Appeal, para. 17).

18. On 14 December 2023, the DRC issued its decision (the "**DRC Decision**"), by which it rejected the Appellant's claims on the following grounds:

(i) The Supplementary Agreements did *"not bear the signature of any* [of the] *Club's representative*[s]" (Annex 1 to the Statement of Appeal, para. 28);

(ii) "[T]*he Claimant merely provided two untranslated checks based on which one cannot really conclude to what these payments of EUR 2,000 relate to. What is more, it is also unknown who issued those checks*" (Annex 1 to the Statement of Appeal, para. 29); and

(iii) "[T]*here is lack of evidence on file to establish – with comfortable satisfaction – that the Supplementary Agreement was indeed concluded. Consequently, the majority of the Chamber decided that the Claimant might only claim salaries based on the Employment Agreement*" (Annex 1 to the Statement of Appeal, para. 30).

19. Therefore, the DRC concluded that "*the total value of said Employment Agreement amounts to EUR 2,000 (8 months times EUR 250), yet the Player acknowledged the payment of EUR 4,000 by the Club and, consequently, the majority of Chamber decided that all dues were duly paid and rejected the claim of the Claimant*" (Annex 1 to the Statement of Appeal, para. 31).

20. On 26 January 2024, FIFA notified the Parties of the above-discussed DRC Decision.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

21. On 9 February 2024, the Appellant submitted his Statement of Appeal against the DRC Decision (the "**Statement of Appeal**") before the Court of Arbitration for Sport (the "**CAS**").

22. By letter of 14 February 2024, the CAS Court Office acknowledged receipt of the Appellant's Statement of Appeal, as well as the Appellant's Application for Legal Aid. Pursuant to Article 11 lit. a) of the Guidelines on Legal Aid before the CAS, the CAS Court Office further determined that:

"[T]*he present matter will not be initiated, and the Respondent will not receive a copy of the Appellant's Statement of Appeal before the Athletes' Commission of the International Council of Arbitration for Sport has decided on the Appellant's Application for Legal Aid"*.

23. Moreover, the CAS Court Office confirmed that *"the Appellant's deadline to file his Appeal Brief is suspended pending a decision on his Application for Legal Aid"*.

24. Finally, due to the confidential nature of the referred legal aid application, the CAS Court Office informed the Appellant that it "*will revert separately to the Appellant concerning his Legal Aid Application*".

25. By letter of 19 September 2024, the CAS Court Office informed the Parties that the Appellant's request for Legal Aid for CAS arbitration costs had been granted. The CAS further:

    (i) Sent a copy of the Statement of Appeal and its annexes to the Respondent and informed the Parties that, pursuant to Article S20 of the 2023 version of the Code of Sports-related Arbitration (the "**CAS Code**"), the present arbitration had been assigned to the Appeals Arbitration Division and would be dealt with in accordance with Articles R47 *et seq.* of the CAS Code;

    (ii) Invited the Appellant to file his Appeal Brief within ten days following the expiry of the time limit for the appeal, pursuant to Article R51 of the CAS Code, to which end the CAS Court Office further clarified, with reference to its letter of 14 February 2024, that the referred deadline was no longer under suspension;

    (iii) Informed the Respondent that it would be notified with a copy of the Appeal Brief upon receipt by the CAS, whereupon:

    "[T]*he Respondent will be invited to file an Answer within a deadline of twenty (20) days of its receipt, pursuant to Article R55 of the Code*" and that "*the CAS Director General or the CAS Finance Director will shortly write to it inviting it to pay an advance on such arbitration costs, in accordance with Article R64.2 of the Code*";

    (iv) Invited the Respondent to state, within five days, whether it agreed with the Appellant's proposal regarding the appointment of a Sole Arbitrator, and further informed the Respondent that, in the absence of an answer or in case of disagreement, the President of the CAS Appeals Arbitration Division or her Deputy would decide on the issue;

(v) Informed the Parties that, unless the Respondent objected within three days, the language of the proceedings would be English, pursuant to Article R29 of the CAS Code, and that, in case of objection, the President of the CAS Appeals Arbitration Division or her Deputy would decide on the language of the proceedings; and

(vi) Invited the Parties to inform the CAS whether they were interested in submitting the dispute to CAS mediation, while informing them that, absent any agreement in this regard, the proceedings would continue under the Appeals Arbitration rules.

26. By letter of the same date, the CAS Court Office notified FIFA of the Statement of Appeal. The CAS Court Office further informed FIFA that:

(i) Pursuant to Article R41(3) of the CAS Code, "*if FIFA intends to participate as a party in the present arbitration, it shall file with the CAS an application to this effect, together with the reasons therefore, within ten (10) days upon receipt of this letter*";

(ii) "*Pursuant to Article R52 para. 2 of the Code, FIFA shall receive a copy of the Appeal Brief, for information, upon its receipt at the CAS Court Office*";

(iii) "*If FIFA does not become a party to this arbitration, it will receive a copy of the final award, upon its notification to the Parties*"; and

(iv) In any event, FIFA should provide "*an unmarked copy of the decision rendered by FIFA on 14 December 2023, together with the cover letter with which it was sent to the Parties*".

27. On 23 September 2024, the Appellant filed its Appeal Brief together with Annexes, including a witness statement by Mr Alastair Davis Reynolds ("**Mr Reynolds**"), a former player of the Club (Annex 7 to the Appeal Brief).

28. By letter of 24 September 2024, the CAS Court Office acknowledged receipt of the Appeal Brief and attached a copy thereof for the Respondent's attention. The CAS Court Office invited the Respondent to submit its Answer within 20 days, pursuant to Article R55 of the CAS Code. The CAS Court Office further informed the Parties that, in case the Respondent failed to submit its Answer within this deadline, the *"Panel/Sole Arbitrator may nevertheless proceed with the arbitration and deliver an award"*.

29. By email of the same date, the Respondent acknowledged receipt of the CAS' above-discussed correspondence and informed the CAS that *"VERY SOON WE LL BE BACK TO YOU WITH OFFICIAL FURTHER DETAILS AND REPLIES"*.

30. By letter of the same date, the CAS Court Office acknowledged receipt of the Respondent's email and enclosed a copy thereof for the Appellant.

31. By another letter of the same date, the CAS Court Office sent to FIFA a copy of the Appeal Brief and its exhibits, for its information and pursuant to Article R52 of the CAS Code.

32. On the same date, FIFA renounced *"its right to request its possible intervention in the present arbitration proceedings (cf. arts. R52 par. 2 and R41.3 of the Code of Sports-related Arbitration)"*, and attached a clean copy of the DRC Decision. However, FIFA expressed that

it would *"remain at disposal of the Court of Arbitration for Sport and the relevant Panel in order to answer to specific questions regarding the case at issue"*, and that it looked *"forward to receiving a copy of any (preliminary) award"*.

33. By letter of 27 September 2024, the CAS Court Office notified the Parties with a copy of FIFA's letter dated 24 September 2024, and noted that FIFA had renounced "*its right to request its possible intervention in the present arbitration proceedings*".

34. By letter of 7 October 2024, the CAS Court Office informed the Parties that, in the absence of any comments by the Respondent regarding the appointment of a Sole Arbitrator, the Deputy President of the CAS Appeals Arbitration Division had decided to submit the present case to a sole arbitrator (pursuant to Article R50 of the CAS Code and considering the circumstances of the proceedings), whose appointment would thus proceed in accordance with Article R54 of the CAS Code.

35. By email of 9 October 2024, the Respondent apologised for its late reply and posed to the CAS the following query in relation to costs:

"OUR CLUB TO PAY 11000 EUROSTO THE OFFICIAL INTERMEDIAR (AS GUARRANTEE) of the case of ISMAIL SASSI AGAINST OUR CLUB? Because as you know our CLUB HAS WON THE CASE AT FIRST IN FIFA COURT. Is it possible to explain us more about it? Our opinion (WHICH IS LOGICAL) is the part of ISMAIL SASSI (WHO CONTINUED THE CASE INCAS) must pay the guarantee for the OFFICIAL INTEREMDIAR".

36. By letter of 10 October 2024, the CAS Court Office reminded the Respondent that "*the Athlete's Commission of the International Council of Arbitration for Sport (ICAS) has granted the Appellant Legal Aid with respect to the CAS administrative costs. This means that the Appellant will not be requested to pay his share of the advance of costs*". In relation to the payment of the advance on costs, the CAS Court Office referred the Respondent to Article 64(2) of the CAS Code.

37. By letter of 25 October 2024, the CAS Court Office noted that it had not received the Respondent's Answer within the granted deadline of 20 days from receipt of the Appeal Brief, which had expired on 14 October 2024. Therefore, pursuant to Article R55 of the CAS Code, the CAS Court Office determined that the Panel may proceed with the arbitration and issue an award. The CAS Court Office further:

(i) Informed the Parties that, pursuant to Article R56 of the CAS Code, they were not "*authorised to supplement or amend their requests or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely*", unless the Parties agreed or the Sole Arbitrator ordered otherwise;

(ii) Invited the Parties to inform the CAS, by 1 November 2024, "*whether they prefer a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions*"; and

(iii) Noted that, pursuant to Article R57 of the CAS Code, "*after consulting the Parties, the Sole Arbitrator shall decide whether to hold a hearing*".

38. By letter of 28 October 2024, the Appellant informed the CAS that he preferred "*for the Sole Arbitrator to issue an award based solely on the Parties' written submissions*".

39. By email of 31 October 2024, the Respondent informed the CAS that it was "*not willing to pay the ARBITRATION COURT EXPENSES FOR THE CASE OF ISMAIL SASSI BECAUSE OF FINANCIAL AND MORAL REASONS*", and added that "*from now on you can decide the next steps of the procedure in this Arbitration Court*".

40. By letter of 1 November 2024, the CAS Court Office acknowledged receipt of the Respondent's previously-mentioned correspondence and noted that further information would follow.

41. By letter of 25 November 2024, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that Mr Giulio Palermo had been appointed as Sole Arbitrator pursuant to Article R54 of the CAS Code.

42. The CAS Court Office further attached a copy of the Notice of Formation of a Panel together with a copy of the Acceptance and Statement of Independence form signed by the Sole Arbitrator, while also informing the Parties that, pursuant to Article R59 of the CAS Code, the case file would be transferred to the Sole Arbitrator on that same day.

43. By letter of the same date, the CAS Court Office transferred the case file to the Sole Arbitrator and noted that:

> "[P]*ursuant to Article R59 of the Code, the operative part of the award shall be communicated to the parties within three months after the transfer of the file to the Sole Arbitrator. Such time limit may be extended up to a maximum of four months after the closing of the evidentiary proceedings by the President of the Appeals Arbitration Division upon a reasoned request from the Sole Arbitrator*".

44. On 16 December 2024, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Parties to provide certain information/clarifications and documentation/evidence, as well as to confirm their availability for an online hearing on 3 February 2025.

45. On 19 December 2024, the Appellant confirmed his availability for an online hearing on 3 February 2025.

46. On 20 December 2024, the Respondent likewise confirmed its availability for an online hearing on 3 February 2025.

47. On 23 December 2024, the CAS Court Office, on behalf of the Sole Arbitrator, reminded the Parties that if a hearing were held, the Parties would remain responsible *inter alia* for the availability of the witnesses to be heard.

48. By letter dated 9 January 2025, the Appellant submitted additional clarifications and documents.

49. On 14 January 2024, the CAS Court Office, on behalf of the Sole Arbitrator, acknowledged receipt of the clarifications and documents provided by the Appellant, and noted that the

Respondent had not submitted any information/clarifications within the deadline set in the CAS Court Office letter of 16 December 2024.

50. In addition, the CAS Court Office, on behalf of the Sole Arbitrator, requested the Respondent to provide its position on the Appellant's statement that "*Mr. Sassi will make the panel to listen his voice message with Respondent's representative as we cannot send it in pdf format*", by 16 January 2025.

51. On 15 January 2025, the Respondent objected to the evidence submitted by the Appellant on 9 January 2025 and indicated that it would set out its defence in that regard at the hearing.

52. On 17 January 2025, the CAS Court Office, on behalf of the Sole Arbitrator, confirmed that a hearing would take place by video-conference on 3 February 2025. The CAS Court Office also recalled that, "[p]*ursuant to Article R44.2 of the Code of Sports-related Arbitration, the Parties shall call to be heard by the Sole Arbitrator such witnesses and experts which they have specified in their written submissions*". Finally, the CAS Court Office invited the Parties to provide a list of the individuals who would attend the hearing, by 24 January 2025.

53. On 23 January 2025, the Appellant submitted the audio messages exchanged with the Respondent's representative referred to in the letter dated 9 January 2025. The Appellant also provided a "*List of Hearing Participants and Contact Details*".

54. On 23 January 2025, the CAS Court Office acknowledged receipt of the Appellant's submission of the "*List of Hearing Participants and Contact Details*", as well as the audio messages, and enclosed a copy of these audio messages.

55. On 27 January 2025, the Respondent communicated the name of the person who would participate in the hearing on its behalf, namely of the Respondent's Counsel.

56. On the same day, the CAS Court Office acknowledged receipt of the Respondent's correspondence.

57. On 28 January 2025, the CAS Court Office communicated the Order of Procedure to the Parties and invited them to sign and return it by 31 January 2025 which the Appellant did on 29 January 2025.

58. On 3 February 2025, the Hearing took place with the participation of the Sole Arbitrator, Ms Amelia Moore, Counsel to the CAS, the Appellant, the Appellant's Counsel, the Respondent's Counsel, and Mr Reynolds, who was heard as a witness (the "**Hearing**").

59. During the Hearing, both Parties' counsel had the opportunity to make opening and closing statements and to ask questions to the witness. The Appellant himself also made several statements during the Hearing.

60. At the end of the Hearing, both Parties confirmed that they had no objection concerning the conduct of the appeal proceedings (Hearing at 1 hour 21 minutes).

61. At the Hearing, the Sole Arbitrator reminded the Respondent to sign the Order of Procedure and invited it to provide a Power of Attorney for its counsel (Hearing at minute 43).

62. On 4 February 2025, the Respondent sent to the CAS via email its counsel's name, contact details and identification number, confirming that he was representing it in the present appeal proceedings.

63. On 5 February 2025, the CAS Court Office informed the Parties that, pursuant to Article R59 of the CAS Code, the evidentiary proceedings had been closed and that the time limit to communicate the award to the Parties had been extended until 3 June 2025.

64. On 6 February 2025, the CAS Court Office, on behalf of the Sole Arbitrator and as previously requested at the Hearing, invited the Respondent to:

"[P]*rovide a signed Power of Attorney/letter of representation, pursuant to Article R30 of the Code, with respect to the powers of representation of Mr Stelios Christodoulou, along with evidence that the club representative signing the Power of Attorney has signing authority on behalf of the Club, by no later than 7 February 2025*".

65. Moreover, the CAS Court Office again invited the Respondent to provide a signed copy of the Order of Procedure by 7 February 2025.

66. On 7 February 2025, the Respondent sent a Power of Attorney to the CAS.

67. On the same day, the CAS Court Office, on behalf of the Sole Arbitrator, once again invited the Respondent to (i) provide evidence that the Club's representative signing the Power of Attorney actually had signing authority on behalf of the Club, by no later than 10 February 2025, and (ii) provide a signed copy of the Order of Procedure.

68. On 9 February 2025, the Respondent sent to the CAS (i) a communication in Greek which allegedly certified that the Club's President, Mr Nikolaou Costas ("**Mr Costas**"), had signing authority, and (ii) a signed copy of the Order of Procedure.

69. On 11 February 2025, the CAS Court Office acknowledged receipt of the signed copy of the Order of Procedure by the Respondent and requested the latter to provide "*an English translation, by 12 February 2025, of the document confirming that Mr Nikolaou Costas has signing authority*".

70. On 12 February 2025, the Respondent submitted to the CAS an English translation of a communication sent to the Cyprus Football Federation on 13 January 2025 with a list of the newly elected members of the Board of Directors, which included Mr Costas as the President of the Club.

V. SUBMISSIONS OF THE PARTIES

71. The Sole Arbitrator has carefully examined and considered all written and oral submissions made by the Parties, even if certain arguments and allegations have not been expressly recited or referred to in this Award. Below is a summary of the Parties' main positions, for the sake of good order and ease of reference.

A. The Appellant's position

72. The Appellant in these proceedings requests that the DRC Decision be set aside based on several grounds.

73. The Appellant first explains that he "*did not want to accept to join a 2nd division club but at the end he had to accept it to continue being fielded as Doxa informed him that if he stays in the team he would not play*" (Appeal Brief, para. 13).

74. The Appellant further explains that the Parties signed the Supplementary Agreements "*to compensate the Appellant's loss from Doxa Katokopias*" (Appeal Brief, paras. 14 and 18).

75. The Appellant maintains that, pursuant to the Employment Agreement and the Supplementary Agreements, "*the Respondent must pay €4,250.00 to the player per month for the period of 01/10/2022 –31/05/2023 and €4,000.00 per month for the period of 01/06/2022 – 31/07/2023 which is a total amount of €42,000.00*" (Appeal Brief, para. 10).

76. The Appellant submits that signed versions of the Supplementary Agreements exist but "*were not given back to him*" (Appeal Brief, para. 14).

77. The Appellant claims that the "*Respondent did the same thing to his teammate, Mr. Alastair David Reynolds*" (Appeal Brief, para. 16), who provided a witness statement in this regard (Annex 7 to the Appeal Brief).

78. To rebut the DRC's conclusion that unsigned contracts do not provide financial entitlements (*supra* para. 18(i)), the Appellant invokes a previous decision by the DRC (dated 7 December 2023, with REF. FPSD-12353) (Annex 9 to the Appeal Brief), according to which:

> "[T]*he actual signature of the contract is not the sole (or even a necessary) element to determine whether there was an existing contractual relationship between the parties. Instead, the validity and the enforcement of the contract should be established on the basis of a comprehensive understanding of all the facts and actions taken by the parties within their context of their relationship*" (Appeal Brief, para. 31).

79. Concerning the extent of the amounts actually received, the Appellant argues that the Respondent "*paid some salaries* […] *mostly by cash*" (Appeal Brief, para. 17), "*without signing the papers*" (Appeal Brief, para. 29), and that it "*made one salary payment via 2 cheques with an amount of €2,000.00 each*" (Appeal Brief, para. 17). Nevertheless, "*the Respondent did not pay 5 salaries to the Appellant which is a total of €20,750.00 (€4,250.00 each for March, April, May, and €4,000.00 each for June and July)*" (Appeal Brief, para. 17).

80. The Appellant claims that the referred cheques (Annex 8 to the Appeal Brief) constitute "*proof that the supplementary agreements were signed and binding for the parties otherwise the Respondent would never pay more than the total amount written in the contract i.e.€2,000.00*" (Appeal Brief, para. 19).

81. Regarding the DRC's objections to the cheques (*supra* para. 18(ii)), the Appellant claims that said cheques "*were issued by the Respondent as it is written "Onisillos Soteras 2014" on the cheque, the legal name of the Respondent. DRC did not check the legal situation of the*

Respondent and missed the point" (Appeal Brief, para. 23). The Appellant also states that the cheques "*are in Greek/English and there is nothing to translate*" (Appeal Brief, para. 24).

82. The Appellant submits that he "*would never accept to play for €2,000.00 for 2022/2023 football season while he was having a contract with Doxa Katokopias for an amount of €75,000.00*" (Appeal Brief, para. 20; Appeal Brief, paras. 26 and 32), and that the Respondent's official offer to Doxa (Annex 5 to the Appeal Brief) is further proof of this (Appeal Brief, para. 20).

83. The Appellant further claims that the "*DRC only mentioned about cheques but has never mentioned about other evidences on the file such as the witness statement of the player Mr. Alastair David Reynolds and the official loan offer of the Respondent about the Appellant to Doxa Katokopias*" (Appeal Brief, para. 26).

84. Finally, based on the above-presented grounds, the Appellant asks the Sole Arbitrator:

"1-To grant a permanent relief reversing the appealed decision and reverse the decision of FIFA Dispute Resolution Chamber (FPSD-12506),

2-To accept the appeal of the Player, Mr. Ismail Sassi,

3-To decide that the Supplementary Agreements were concluded,

4-To decide that the club must pay the overdue amount of €20,750.00 with its interest as explained in para 34,

5-To establish that the costs of the present arbitration procedure shall be borne by the Respondent,

6-To condemn the Respondent to pay the Appellant €2,075.00 as the attorney fees, legal fees and other expenses in connection with the present proceedings" (Appeal Brief, p. 6).

B. The Respondent's position

85. The Respondent failed to submit its Answer to the Appeal Brief within the granted deadline (*supra* para. 37) and further expressly refused to participate in the present proceedings until the Hearing (*supra* para. 39). Consequently, the Respondent has neither made written submissions nor produced documentary evidence.

86. However, the Respondent's Counsel participated in the Hearing and orally set out the Respondent's main position during his opening statement (Hearing between minutes 7-15).

87. The Respondent considers that the Employment Agreement is the only existing contract between the Club and the Appellant, as it is the only contract that was ever signed by the Parties and stamped by the Club (Hearing between minutes 7-15).

88. Moreover, the Respondent submits that it follows directly from Clause 14(3) of the Standard Employment Contract, which is annexed to the Employment Agreement, that the Employment Agreement is the only contract between the Parties concerning the Appellant's employment with the Club (Hearing between minutes 7-15).

89. According to the Respondent, the fact that Mr Reynolds only had one contract with the Club would support the Respondent's position that no other contracts exist for the Appellant either (Hearing at 1 hour 23 minutes).

90. The Respondent further explains that the Club has a board, a secretary and only one president, Mr Loucas Panagiotou, who signed the Employment Agreement. Only he could validly represent the Club and no other person designating themselves as president could do so (Hearing between minutes 7-15).

91. Concerning the messages exchanged throughout 16 and 27 September 2022 between the Appellant and the secretary of the Club, Mr Christos Christofi ("**Mr Christofi**") (the Appellant's Submission dated 9 January 2025, p. 4 of the pdf), the Respondent points out that it was Mr Christofi who asked the Appellant to get the contract signed, not *vice versa*.

92. The Respondent also submits that the messages post-date the Supplementary Agreements; according to the Respondent, it would not have made sense to ask for signatures after the date figuring in the Supplementary Agreements.

93. During the Hearing, the Respondent also argued that it is logical that the Appellant would have signed with the Club for the amount figuring in the Employment Agreement, since the Appellant needed to keep on playing with a club to stay in shape. There being no other club willing to sign him so close to the closure of the transfer window, which happened on 30 September 2022, it is natural that he would have joined the Club for less money (Hearing between minutes 22-23).

94. The Respondent also expressed doubts about the authenticity of the letter dated 18 August 2022 containing the offer by the Club to Doxa for the Appellant's loan (Hearing between minutes 39-40).

95. The Respondent also questions why the Supplementary Agreements were not signed together with the Employment Agreement, as they bear the same date (Hearing between minutes 30-31). The Respondent considers that some players may have had oral agreements with people not officially representing the Club (Hearing at minute 32). The Respondent also claims that it is unable to identify any of the people with whom the Appellant and Mr Reynolds exchanged WhatsApp messages (Hearing at minute 32).

96. In relation to the timing of the messages, the Respondent questions the reasons why there were only messages in September 2022 and May 2023, and why the Appellant would wait until the end of the season to ask for his salaries (Hearing at minute 32).

97. In relation to the cheques, the Respondent doubts their authenticity and submits that they were not issued by the Club, as they bear the name of Onisilos, while the Club's official name is Achyronas-Onisilos (Hearing between minutes 35-36).

98. Finally, the Respondent maintains in connection with the additional clarifications and documents submitted by the Appellant on 9 January 2025 that it does not accept or recognise any document which was not signed and stamped by the official representatives of the Club (the Respondent's email dated 15 January 2025).

99. The Respondent also considers that any document without proof of identification as well as any evidence and exhibit provided for the first time during the appeal proceedings must be disregarded (the Respondent's email dated 15 January 2025).

VI. JURISDICTION

100. Article R47 of the CAS Code provides that "[a]*n 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*".

101. Similarly, pursuant to Article 57(1) of the FIFA Statutes, "[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*".

102. Further, pursuant to Article R57 of the CAS Code, "[t]*he* [CAS] *Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance*".

103. Finally, Article 186(2) of the Swiss Private International Law Act, which constitutes the *lex arbitri* of the present proceedings, provides that "[a]*ny objection to* [the tribunal's] *jurisdiction must be raised prior to any defense on the merits*".

104. In the present proceedings, the Sole Arbitrator is requested to revisit a decision issued by the DRC. The dispute therefore involves an appeal against the decision of a federation in the sense of Article R47 of the CAS Code and Article 57(1) of the FIFA Statutes, while falling within the Sole Arbitrator's scope of review in the sense of Article R57 of the CAS Code. Moreover, the Respondent has not contested the jurisdiction of the CAS, and has even confirmed it by signing the Order of Procedure on 9 February 2025 (Order of Procedure, para. 1).

VII. ADMISSIBILITY

105. Article R49 of the CAS Code provides as follows: "[i]*n the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*".

106. Pursuant to Article 57(1) of the FIFA Statutes, "[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*".

107. According to Article 15(5) of the FIFA Procedural Rules Governing the Football Tribunal, "[t]*he time limit to lodge an appeal begins upon notification of the grounds of the decision*".

108. The grounds of the DRC Decision were notified to the Appellant on 26 January 2024. The Appellant filed its Statement of Appeal to CAS on 9 February 2024.

109. The Appellant therefore filed its Statement of Appeal within the deadlines provided by the FIFA Statutes and the CAS Code. It follows that the Appeal is admissible.

VIII. LAW APPLICABLE TO THE MERITS

110. Clause 13 of the Employment Agreement, as already discussed, provides that disputes under the Employment Agreement should be resolved according to "*the applicable regulations of the CFA*".

111. In the present case, however, the Parties made a subsequent choice to subject their dispute to the regulations of FIFA and Swiss law, by consenting to the jurisdiction of the DRC and subsequently the CAS.

112. Article R58 of the CAS Code provides that:

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

113. Further, Article 56(2) of the FIFA Statutes states that, in CAS appeal proceedings targeting decisions issued by FIFA's organs, "*CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law*".

114. Since the present is indeed a CAS appeal case targeting a decision of the DRC, the Sole Arbitrator, in line with CAS jurisprudence (see, *ex multis*: CAS 2014/A/3577 FC Vojvodina v. Ralph Serginho Greene, Award of 8 May 2015, para. 89; CAS 2014/A/3582 S.C. Fotbal Club Otelul S.A. v. Zdenko Baotić, FIFA & RPFL, Award of 8 May 2015, para. 134; CAS 2014/A/3547 Club Grenoble Football 38 v. Sporting Clube de Portugal, Award of 5 March 2015, para. 103), shall apply the FIFA regulations at stake (namely the RSTP) and additionally Swiss law.

115. Recourse to the "*subsidiarily*" applicable law foreseen in the Employment Agreement, namely the "*regulations of the CFA*", is not needed insofar as the RSTP and Swiss law sufficiently address the issues at stake, as seen below.

IX. MERITS

116. The Sole Arbitrator is called upon to decide an appeal against the DRC Decision, and thus to assess whether the Supplementary Agreements were indeed concluded, as well as whether, based on them and the Employment Agreement, the Respondent is obliged to pay 5 months of salary to the Appellant.

117. As a preliminary remark, the Sole Arbitrator recalls that, according to the case law of the Swiss Federal Tribunal, he must observe the principle of *iura novit curia*, which *"obliges a court or arbitral tribunal to (i) ascertain on its own initiative the law applicable to the case and (ii)*

apply of its own motion the law so ascertained" (B. Berger and F. Kellerhals, *International and Domestic Arbitration in Switzerland* (2021), paras. 1433-1434).

118. In the exercise of this duty, the Sole Arbitrator is not limited to the rules pleaded by the Parties (B. Berger and F. Kellerhals, *International and Domestic Arbitration in Switzerland* (2021), para. 1434). The only limit to the principle of *iura novit* curia is that the application of the rule at stake cannot be so unusual that the parties could not have reasonably foreseen its relevance (B. Berger and F. Kellerhals, *International and Domestic Arbitration in Switzerland* (2021), para. 1435).

119. The present case concerns an employment-related dispute submitted to the DRC under Article 22(1)(b) of the RSTP; since such disputes are routinely decided under Swiss law by the CAS, the application of Swiss law on contract formation, signature and other issues discussed below cannot come as a surprise to the Parties, who should have foreseen their application.

A. Whether the Appellant can derive rights from the Supplementary Agreements

120. The most fundamental question in the present proceedings is whether the Appellant can derive rights from the Supplementary Agreements. If he can, then the amount currently owed to him should be calculated not only under the Employment Agreement, but also under them. This would lead to significant entitlements, since the remuneration stipulated under the Supplementary Agreements far exceeds the remuneration stipulated under the Employment Agreement.

121. Resolving this question first requires an analysis of certain preliminary issues, presented below.

i. Preliminary issue 1: whether a signature is a necessary condition for the validity of the Supplementary Agreements

122. The Appellant has presented to the Sole Arbitrator two unsigned Supplementary Agreements; the first question to be examined to determine whether the Appellant has rights under them is whether said rights are conditional upon a signature by both Parties. The RSTP, which is the primary instrument governing this dispute, does not directly address this issue.

123. Indeed, the present case does not involve the application of any provisions of the RSTP requiring a "*written contract*" (which in turn, according to previous CAS panels, would necessitate a signature by both parties, see CAS 2013/A/3207 Tout Puissant Mazembe v. Alain Kaluyituka Dioko & Al Ahli SC, Award of 31 March 2014, para. 61); a "*written contract*" is foreseen, for instance, under Article 2(2) of the RSTP, as a precondition for the application of Articles 13 to 18*bis* of the RSTP, which are not at stake here. To recall, this is a simple "*employment-related"* matter under Article 22(1)(b) of the RSTP.

124. Given the silence of the RSTP, to determine whether a signature is required for any rights to be asserted, "*additional"* recourse must be had to Swiss law within the sense of Article 57(1) of the FIFA Statutes. If Swiss law is dispositive of the matter, no recourse must be had "*subsidiarily*" to the "*CFA*" regulations, within the sense of Article R58 of the CAS Code and Article 13 of the Standard Employment Contract.

125. Turning to Swiss law, pursuant to Article 13 of the Swiss Code of Obligations ("**SCO**"), a "*contract required by law to be in writing must be signed by all persons on whom it imposes obligations*". The Supplementary Agreements, however, are not required by Swiss law to be in writing.

126. Specifically, according to Article 11 of the SCO, the existence of a contract in general is not subject to any formal requirement, unless a particular formal requirement is prescribed by statutory law. As per Article 320(1) of the SCO, no such specific formal requirement applies to individual employment contracts, such as football player contracts.

127. Moreover, according to Article 1(1) of the SCO, a contract is considered concluded if offer and acceptance are congruent, such that there exists a consensus, *i.e.*, a true and common intention to conclude the contract. In other words, whether the parties have concluded a contract is a question of interpreting their expressions of intent (Swiss Federal Tribunal 144 III 93, consid. 5.2); signatures do not constitute *essentialia negotii* in that regard.

128. In conclusion, Swiss law clearly provides that financial rights under the Supplementary Agreements are not subject to a signature requirement, and are instead to be ascertained based on ordinary principles of interpretation. No subsidiary recourse to the CFA regulations is necessary on this matter.

ii. Preliminary issue 2: guiding principles in determining the existence of a contract

129. Since Swiss law applies to the merits of this dispute, and in the absence of any RSTP provisions addressing this issue, the burden of proving the existence and validity of the Supplementary Agreements should be allocated pursuant to Article 8 of the Swiss Civil Code (see in this vein CAS 2013/A/3207 Tout Puissant Mazembe v. Alain Kaluyituka Dioko & Al Ahli SC, Award of 31 March 2014, para. 50). This provision reads as follows: "[u]*nless 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*". The burden of proving the existence and validity of the Supplementary Agreements thus clearly rests with the Appellant.

130. However, under Swiss law, arbitral tribunals are granted significant discretion in terms of their evaluation of evidence. This means that the Sole Arbitrator has the freedom to decide the evidentiary weight of any evidence on the record unless this freedom is curtailed by the relevant regulations (A. Rigozzi and B. Quinn, "*Evidentiary Issues before CAS*" (2014), p. 52), which is not the case under the RSTP or any other rules at play here.

131. Moreover, "*in a civil dispute*", and particularly in "*matters of contractual nature*", a "*CAS Panel has to apply the usual standard of proof for civil matters, i.e. the one of comfortable satisfaction*" (CAS 2022/A/8960 Pyramids FC v. Cristian Benavente Bristol & FIFA, Award of 6 September 2023, para. 91). This is understood to be "*greater than a mere balance of probability but less than proof beyond a reasonable doubt*" (CAS 2022/A/8960 Pyramids FC v. Cristian Benavente Bristol & FIFA, Award of 6 September 2023, para. 92).

132. In light of the above, in examining the Appellant's assertion that the Supplementary Agreements exist and have been validly concluded, the Sole Arbitrator shall give as much weight to every piece of evidence as he deems appropriate, without being overly formalistic or requiring absolute certainty.

133. Separately, according to Article 18 of the SCO, interpretation of an expression of intent requires, first, an examination of the involved parties' true and common will, based on the terms used and any conduct occurring after the expression at stake (Swiss Federal Tribunal 144 III 93, consid. 5.2.2).

134. If the parties' true and common will cannot be established, an interpretation based on the principle of trust must be performed, whereby the adjudicator must determine how each party could and should, in good faith, have understood the other party's expression (Swiss Federal Tribunal 144 III 93, consid. 5.2.2).

135. The Sole Arbitrator shall apply these interpretative principles in determining the existence and validity of the Supplementary Agreements.

iii. Preliminary issue 3: the admissibility of certain files

136. Before turning to the assessment of the evidence concerning the existence and validity of the Supplementary Agreements, the Sole Arbitrator must address the Respondent's contention that any evidence submitted for the first time in the appeal proceedings must be disregarded (the Respondent's email dated 15 January 2025).

137. In accordance with Article R57, para. 3 of the CAS Code, Articles R44(2) and 44(3) of the CAS Code apply to appeal proceedings. Article R44(3) reads as follows, in relevant part:

"If it deems it appropriate to supplement the presentations of the parties, the Panel may at any time order the production of additional documents or the examination of witnesses, appoint and hear experts, and proceed with any other procedural step. The Panel may order the parties to contribute to any additional costs related to the hearing of witnesses and experts".

138. By letter dated 16 December 2024, the Sole Arbitrator, exercising his powers under Article R44(3) of the CAS Code, invited the Parties to provide "*information/clarifications and documentation/evidence*" in relation to certain issues.

139. On 9 January 2025, the Appellant submitted clarifications and documentary evidence following the Sole Arbitrator's invitation, in accordance with Article R44(3) of the CAS Code. Therefore, said clarifications and evidence should be deemed admissible, being fully compliant with the applicable procedural rules.

iv. Assessment of the evidence

140. The Appellant requested the DRC to order the Respondent to pay 5 months of salary, based primarily on the Supplementary Agreements. The DRC rejected the Appellant's request, considering that there was a lack of evidence on record to establish that the Supplementary Agreements had indeed been concluded (DRC Decision, para. 29).

141. The Sole Arbitrator disagrees with the DRC's conclusion based on the following circumstances:

(i) An unsigned version of the Supplementary Agreements exists on record, which has the same date, the same format and the same introductory language as the Employment Agreement (Annex 2 to the Appeal Brief). The Supplementary Agreements, in other

words, do exist and were communicated to the Appellant by someone. During the Hearing, the Respondent suggested that the Supplementary Agreements may have been concluded with individuals not affiliated with it (Hearing between minutes 36-37). The Respondent did not explain who these individuals could have been and how they could have interacted with the Appellant during the contractual negotiations, without being noted by the Club's actual officials;

(ii) On 16 September 2022, a day after the date indicated on the Employment Agreement and the Supplementary Agreements, Mr Christofi, the secretary of the Club, answered "*Okay*" when the Appellant requested that a copy of his contract be sent to him once signed by the president (the Appellant's Submission dated 9 January 2025, p. 4 of the pdf). On 22 September 2022, the Appellant reiterated its request, but received no answer from Mr Christofi (the Appellant's Submission dated 9 January 2025, p. 4 of the pdf);

(iii) Mr Reynolds, the Appellant's teammate, also confirmed that he signed a contract with the Club but never received a countersigned copy despite several attempts to obtain it (Mr Reynolds's Witness Statement, paras 3-4; Hearing between minutes 50-51);

(iv) On 19 April 2023, the Appellant sent a WhatsApp message to Mr Messias, whom the Appellant and Mr Reynolds identified as one of the representatives of the Club, in which he complained that there was no communication from the Club and that the Club owed him 5 months of salary. Rather than denying the obligation, Mr Messias replied that the Club would find a solution next week;

(v) On 1 May 2023, the Appellant again wrote a WhatsApp message to Mr Messias requesting the payment of 5 months of salary, and proposing alternative payment solutions. Again, rather than denying the obligation, Mr Messias stated that he would speak next week "*with other guys*";

(vi) On 4 May 2023, the Appellant sent a voice message on WhatsApp to Mr Messias reiterating his request, and proposing payment solutions. This time, he received no answer (the Appellant's Submission dated 9 January 2025, p. 5 of the pdf). Again, however, there was no denial of the obligation;

(vii) Mr Reynolds, the Appellant's teammate, also had several exchanges on WhatsApp with Mr Messias as well as Mr Loucas, whom the Appellant and Mr Reynolds identified as one of the representatives of the Club, concerning the non-payment of his salaries. A similar pattern emerges from the answers of the Club's representatives: not denying the obligation, but promising to come back to the player next week or the next day, without any follow-up occurring (the Appellant's Submission dated 9 January 2025, pp. 6-9 of the pdf);

(viii) Mr Reynolds also confirmed at the Hearing that he was still "*3 months back*" with his salary from the Club (Hearing at minute 56). He further explained that other players were in the same situation (Hearing between minutes 52-53, and at 1 hour 5-6 minutes). This indicates that the Respondent is behind in its obligations vis-à-vis many players, adding further credence to the Appellant's payment request;

(ix) The two cheques issued to the Appellant dated 16 January and 7 April 2023 show that cumulative payments of EUR 4,000 were made in favour of the Appellant by the Club (Annex 8 to the Appeal Brief). The Club was created in June 2022 following the merger of Achyronas, based in Liopetri, and Onisilos, based in Sotera (the Appellant's Submission dated 9 January 2025, p. 11 of the pdf); the name "*ONISILLOS SOTERAS*" figuring on the cheques is an obvious reference to one of the Club's two predecessors, which for logistical or other reasons was not modified in the cheques issued to certain players following the merger;

(x) The payment of EUR 4,000 by the Club far exceeds the salaries provided for in the Employment Agreement (EUR 250 per month between October 2022 and May 2023, 8 x EUR 250 = EUR 2,000) (Annex 1 to the Appeal Brief, p. 1), and suggests that the Parties intended to conclude the Supplementary Agreements and pay the Appellant in accordance with these contracts; and

(xi) In a letter dated 18 August 2022 and addressed to Doxa, the Club confirmed that it was ready to pay EUR 35,000 to the Appellant as a salary for the 2022/2023 season (Annex 5 to the Appeal Brief). This further confirms the Club's intention to employ the Appellant for the sums foreseen in the Employment Agreement *and* the Supplementary Agreements, since it is only by adding the amounts of the Supplementary Agreements that the amount stated in the offer is matched.

142. In conclusion, the evidence shows the Parties' common and true intention, or at the very least their subjective intention, to enter into the Supplementary Agreements and set the renumeration foreseen in them in exchange for the Appellant's work for the Club.

143. The Respondent has given the Sole Arbitrator no credible rebuttal against the above-presented circumstances to cast doubt on the existence and validity of the Supplementary Agreements, and the Sole Arbitrator is thus comfortably satisfied that said agreements exist and were validly concluded.

144. The Sole Arbitrator recalls, to be sure, that the Respondent has taken issue with the messages by which the Appellant requested from the secretary of the Club that a signed copy of the Supplementary Agreements be returned to him.

145. The Respondent misunderstands these messages. It is true that the secretary of the Club also asked the Appellant to send back a signed contract, but this referred to the signed loan agreement between Doxa and the Club, as illustrated by the scanned document sent by the Appellant to the secretary via WhatsApp (the Appellant's Submission dated 9 January 2025, p. 4 of the pdf). The remaining messages were exchanged in relation to the Appellant's contract with the Club, and more specifically the Supplementary Agreements.

146. The Respondent also doubts whether there could have been several persons introducing themselves as representatives of the Club, and who could have been in communication with the Appellant and Mr Reynolds regarding their outstanding salaries.

147. While the precise argumentative purpose of this doubt is not clear to the Sole Arbitrator, it must be noted that both the Appellant and Mr Reynolds confirmed that there were several individuals

introducing themselves as representatives of the Club, such as Mr Massias, Mr Loucas Panagiotou, another "*Mr Loucas*" and a part Swedish part Cypriot person (Hearing at minutes 52, 59, and at 1 hour 19 minutes).

148. Some of these individuals would come after the trainings and pay the players their salaries in cash, while asking them to sign a receipt (Hearing at 1 hour 9, 19 and 20 minutes). Others would exchange messages with the Appellant and Mr Reynolds about the payment of their outstanding salaries without ever suggesting that they were not affiliated with the Club (the Appellant's Submission dated 9 January 2025, pp. 5-9 of the pdf).

149. Even if not all of them were officially designated as representatives, so long as they exercised club-related functions and presented themselves as representatives to the players without the Club ever contradicting them, the players had no reason to further investigate the precise nature of their powers.

150. They interacted with them in good faith and, even assuming it was one of these individuals that communicated the Supplementary Agreements (which is not proven), this would have no impact on said Agreements' validity, seeing as the Club never opposed said communication.

B. The Appellant's rights under the Supplementary Agreements

151. Having determined that the Supplementary Agreements have been validly concluded between the Appellant and the Respondent, the Sole Arbitrator must assess the content of the Appellant's rights under them, namely the extent to which they impose additional payment obligations on the Respondent other than those undertaken in the Employment Agreement.

152. The Respondent contests the notion that the Supplementary Agreements grant any additional right to compensation, firstly, on the ground that they cannot modify the compensation foreseen in the Employment Agreement itself due to Clause 14(3) of the Standard Employment Contract. This provision reads as follows:

"*This Contract and the Player's Employment Agreement constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player regarding the employment period mentioned in clause 1 of the Player's Employment Agreement".*

153. The Standard Employment Contract contains general terms and conditions that were not individually negotiated. Under Swiss law, if the parties have incorporated general terms and conditions and have at the same time (or even later) concluded an individual agreement deviating from them, the individual agreement prevails (C. Müller, "*Swiss Contract Law in International Commercial Arbitration: A Commentary*" (2023), para. 319).

154. Therefore, the Supplementary Agreements, which were concluded at the same time as the Employment Agreement that incorporates the annexed Standard Employment Contract, prevail, constituting individually negotiated agreements between the Parties that cannot be overwritten by Clause 14(3) of the Standard Employment Contract.

155. Moreover, Clause 14(3) itself refers only to "*preceding agreements*", which the Supplementary Agreements are not. They are contemporaneous agreements, which bear the same date as the Employment Agreement.

156. Importantly, the fact that Mr Reynolds only had one contract, as the Respondent notes in this regard, does not change the Sole Arbitrator's conclusion. Each player may be subject to different contractual formalities and the fact that Mr Reynolds' earnings were allegedly not split between two or more contracts, contrary to the case of Mr Sassi, is immaterial. Besides, it appears that the practice of multiple contracts is common in Cyprus, since the Appellant's contractual arrangement with Doxa also involved more than one contract.

157. The Sole Arbitrator further notes that, if it is deemed that the Supplementary Agreements do not provide for additional compensation, the Appellant would only be receiving EUR 250 per month. But this is not plausible.

158. In particular, while the Respondent argues that this may have happened because the transfer window in Cyprus closed on 30 September 2022 and there were very few options left for the Appellant to find a better contract, it makes no financial sense for a player living in a high-income country like Cyprus to accept EUR 250 per month, as such a salary would not cover even the most basic living needs.

159. This is especially so for the Appellant, a player who played in the first division for a monthly salary of EUR 7,200 between September 2021 and May 2022 (Annex 3 to the Appeal Brief). The Appellant in fact confirmed at the Hearing that he would not have joined the Club for the amount figuring in the Employment Agreement even if it had meant that he could not have played that season (Hearing at minute 30).

160. Moreover, transfer windows in other countries might still have been open and the Appellant could have gone to another club in another country. Further, the Appellant could simply have rejected the move and remained at Doxa with more money and reduced playing time. The Appellant could have also, as he stated during the Hearing (Hearing between minutes 30 and 31), played for a lower-tier team in France or requested unemployment benefits.

161. Lastly, it is illogical that the Respondent would express interest in paying the player EUR 35,000 per year, only to subsequently drop this offer to EUR 250 per month for no apparent reason. In this regard, to recall, the Respondent has questioned the date and the authenticity of the letter containing the Club's initial offer to Doxa for the Appellant's loan.

162. However, the Respondent has not provided any evidence to support its claim of inauthenticity, for which it bears the burden of proof. The letter was signed and stamped by the Club, and it was the President of Doxa himself who gave the letter to the Appellant's Counsel (the Appellant's Submission dated 9 January 2025, p. 14 of the pdf).

163. As for the date of the letter, which is 18 August 2022, this is a month before the signing of the Employment Agreement and Supplementary Agreements. As the Appellant's Counsel explained at the Hearing, all contracts were signed later because the Appellant was initially hesitant to accept the offer, as he did not want to play in a second division club (see in this sense the Appellant's Submission dated 9 January 2025, p. 2 of the pdf). This is a reasonable explanation, which the Respondent has not rebutted.

164. In light of all the above, the Appellant's payment request in these proceedings is supported by the Employment Agreement and the existing and validly concluded Supplementary Agreements. The Appellant has the right under them to place financial demands.

C. The amounts owed to the Appellant

165. Since the Supplementary Agreements constitute existing and valid contracts providing the Appellant with financial rights, the amounts owed to the Appellant in this dispute must take into account their terms.

166. As already discussed *supra* at paras. 12-14, the Supplementary Agreements provided for a remuneration of EUR 32,000 (for the period of 1 October 2022 to 31 May 2023) and EUR 8,000 (for the period of 1 June 2023 to 31 July 2023), all in monthly instalments of EUR 4,000. Further, as discussed *supra* at para. 11, the Employment Agreement provided for remuneration as follows: "*1.3.1. From 01/10/2022 until 31/05/2023, a monthly salary of €300 (€250 net)*", *i.e.*, EUR 2,000. In total, the Appellant was entitled to EUR 42,000 (EUR 32,000+8,000+2,000).

167. The Appellant has cashed in two cheques cumulatively amounting to EUR 4,000, and further states, without being contradicted by the Respondent, that it received additional amounts by cash; according to the Appellant, three months are left unpaid under the Employment Agreement (March to May 2023) and five under the Supplementary Agreements (March to July 2023) (Appeal Brief, para. 17). The Respondent has produced no evidence that it ever paid the salaries corresponding to these months.

168. Accordingly, the Sole Arbitrator accepts the Appellant's claim that these salaries, which should have been paid, remain unpaid to date. To be sure, the Parties appear to have made no settlement of any kind in respect of these amounts, and the Respondent presents no defence for its failure to pay.

169. Given its delayed payments, the Respondent must further compensate the Appellant with interest. Under Swiss law, interest is governed by Article 104(1) of the SCO, which provides that *"*[a] *debtor in default on payment of a pecuniary debt must pay default interest of 5% per annum even where a lower rate of interest was stipulated by contract"*.

170. The Parties have not agreed on an applicable interest rate, such that the statutory rate of 5% *per annum* established in Article 104(1) of the SCO shall apply. According to the same provision, interest starts to run on the day the debtor is in default. Moreover, according to Article 323(1) of the SCO, unless otherwise agreed (which is not the case here), "*the salary is paid to the employee at the end of each month*".

171. In light of the above, the interest on the salaries due shall be calculated as follows:

    (i) 5% *per annum* on EUR 4,250 (salary for March), from 1 April 2023 until the effective payment date;

    (ii) 5% *per annum* on EUR 4,250 (salary for April), from 1 May 2023 until the effective payment date;

(iii) 5% *per annum* on EUR 4,250 (salary for May), from 1 June 2023 until the effective payment date;

(iv) 5% *per annum* on EUR 4,000 (salary for June), from 1 July 2023 until the effective payment date; and

(v) 5% *per annum* on EUR 4,000 (salary for July), from 1 August 2023 until the effective payment date.

X. COSTS

(…)

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

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Ismail Sassi on 9 February 2024 is upheld in its entirety;

2. The decision rendered by the FIFA Dispute Resolution Chamber on 14 December 2023 is set aside;

3. Achyronas Onisilos FC shall pay to Mr Ismail Sassi:

   (i) EUR 4,250 with 5% yearly interest from 1 April 2023 until the effective payment date;

   (ii) EUR 4,250 with 5% yearly interest from 1 May 2023 until the effective payment date;

   (iii) EUR 4,250 with 5% yearly interest from 1 June 2023 until the effective payment date;

   (iv) EUR 4,000 with 5% yearly interest from 1 July 2023 until the effective payment date; and

   (v) EUR 4,000 with 5% yearly interest from 1 August 2023 until the effective payment date;

4. (…);

5. (…); and

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

Seat of arbitration: Lausanne, Switzerland
Date: 3 June 2025

THE COURT OF ARBITRATION FOR SPORT

Giulio Palermo
Sole Arbitrator