

CAS 2025/A/11047 Facundo Leonel Viggiano v. ASD Piano Della Lente

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Jonathan Hall, Solicitor, Dubai, United Arab Emirates

between

Facundo Leonel Viggiano, Rome, Italy

Represented by Mr Fernando Manuel Soria, Attorney-at-Law in Valencia, Spain

- Appellant -

v.

ASD Piano Della Lente, Teramo, Italy

- Respondent -

* * * * *

I. PARTIES

1. Facundo Leonel Viggiano (the “Player” or the “Appellant”) is a football player of Argentinian nationality.
2. ASD Piano Della Lente (the “Club” or the “Respondent”) is a football club domiciled in Italy and is affiliated to the Italian Football Association (Federazione Italiana Giuoco Calcio) (the “FIGC”), which in turn is affiliated to the Fédération Internationale de Football Association (“FIFA”), the world governing body of football, headquartered in Zurich, Switzerland.
3. The Appellant and the Respondent are together referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions as lodged with the Court of Arbitration for Sport (the “CAS”). Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. The Employment Contract

5. On 22 July 2023, the Player and the Club concluded an employment contract valid for the season 2023/2024 (the “Contract”).
6. Pursuant to the Contract, the Club undertook to pay to the Player a reimbursement of EUR 10,800 in eight monthly instalments of EUR 1,300 each, as well as a sign-on fee of EUR 400, payable at the signature of the Contract.
7. Furthermore, the Club also undertook to pay to the Player the following bonuses:
 - *EUR 500 for 20 appearances;*
 - *EUR 500 for 10 goals;*
 - *EUR 500 for 15 goals; and*
 - *EUR 500 for playoff success.*
8. On 25 July 2024, the Player put the Club in default requesting the payment of EUR 2,000 net as bonuses under the Contract. The Player granted the Club a deadline of ten days to fulfill its financial obligations.

B. Decision of the FIFA Dispute Resolution Chamber – Football Tribunal (“FIFA DRC”)

9. On 19 August 2024 the Player filed a claim at FIFA for the outstanding amounts he alleged were owed by the Club.
10. The Player claimed being entitled to EUR 2,000 corresponding to appearances and goals bonuses agreed in the Contract, arguing that “*the conditions for the payment of the full amount of the bonuses have been met*”.
11. The Player requested the following relief:
 - i. *To accept this Claim against the Respondent.*
To condemn the Respondent to pay the Player the outstanding bonuses due in the amount of EUR 2,000 net.
 - ii. *To condemn the Respondent to pay the annual interest in the amount of 5 (five) per cent over the amounts noted above in line with our comments made in section VIII above.*
 - iii. *Ban the Club from registering any new players, either nationally or internationally, for two registration periods under article 12bis, paragraph 2 and 4 of the FIFA RSTP.*
 - iv. *As a consequence of the above, to condemn the Respondent to pay all expenses and costs of the present proceedings, if any.”*
12. References in this Award to “FIFA RSTP” are to the applicable FIFA Regulations on the Status and Transfer of Players.
13. Despite being invited to do so, the Respondent failed to reply to the claim made by the Appellant.
14. The FIFA DRC passed its decision on 31 October 2024 (communicated to the Parties on 12 November 2024) (the “Appealed Decision”) as follows:
 1. *The claim of the Claimant, Facundo Leonel Viggiano, is rejected.*
 2. *This decision is rendered without costs.”*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 28 November 2024, the Appellant filed his Statement of Appeal to the CAS in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”) against the Respondent, to challenge the Appealed Decision. In its Statement of Appeal, the Appellant requested that the matter be submitted to a Sole Arbitrator and that the Statement of Appeal also be considered as the Appeal Brief.

The matter was not initiated at this stage as the Appellant had also filed an Application for Legal Aid which needed to be decided on first. The Appellant indicated in his Statement of Appeal that he did not require a hearing.

16. On 9 January 2025, the CAS Court Office, noting that the Appellant had been granted Legal Aid, circulated the Statement of Appeal, considered as the Appeal Brief, to the other parties being at this stage both the Respondent and FIFA and confirmed that the arbitration had been assigned to the Appeals Arbitration Division of the CAS and would therefore be dealt with according to Articles R47 *et seq.* of the Code.
17. On 9 January 2025, FIFA filed a letter with the CAS Court Office requesting to be excluded as a party in the arbitration proceedings.
18. On 13 January 2025, the Appellant indicated its agreement to exclude FIFA as a party to the arbitration proceedings.
19. On 10 February 2025, the CAS Court Office confirmed to the Parties that the Respondent had twenty (20) days from the date of the letter to submit its Answer to the CAS and that, if it failed to do so by the given time limit, the Panel may nevertheless proceed with the arbitration and deliver an award. The CAS Court Office also confirmed that the procedure would be submitted to a sole arbitrator in view of the decision on Legal Aid.
20. On 4 March 2025, the CAS Court Office wrote to the Parties advising that, despite several attempts, the case file could not be delivered to the Respondent as the address appeared to be incorrect and it gave the Appellant until 11 March 2025 to provide new contact details for the Respondent.
21. On 4 March 2025, the Appellant contacted the CAS Court Office to point out that the Respondent's address and email address appeared on the letterhead of the Respondent and also requested that the communications be sent to the FIGC so that it could forward them to the Respondent.
22. On 4 March 2025, the CAS Court Office replied to the Appellant notifying it that according to R48 of the Code, it was the Appellant's responsibility to provide the relevant contact information and to advise the Appellant to reach out to the FIGC directly to obtain the required information if it wished to do so.
23. On 11 March 2025, the CAS Court Office acknowledged receipt of the Appellant's letter of the same date confirming the contact details of the Respondent as provided by the FIGC. The CAS Court Office, in order to guarantee the notification of the procedure to the Respondent as well as the right to be heard of all parties, gave the Respondent twenty (20) days from receipt of its letter to submit an Answer to the CAS.
24. On 28 March 2025, the CAS Court Office acknowledged receipt of the Respondent's letter of the same date noting that it was in Italian only and inviting the Respondent to inform the CAS Court Office of its preferred procedural language by no later than 2

April 2025.

25. On 3 April 2025, the CAS Court Office acknowledged receipt of the Respondent's letter of 2 April 2025 informing the CAS Court Office and Appellant that the President of the Respondent, Tullio Bonaduce, had not signed any agreement with the Appellant *"other than the membership contract"* and that *"He therefore declares that he is completely unrelated to what is reported in the documents and therefore releases himself from any responsibility and from any request for additional remuneration to what has already been paid. Confirmation of this evident from the lack of his signature on this agreement."*
26. On 28 April 2025, in accordance with Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Mr Jonathan Hall, Solicitor in Dubai, United Arab Emirates.
27. On 6 May 2025, the CAS Court Office informed the Parties on behalf of the Sole Arbitrator that no hearing would be held in principle, in accordance with Article R44.2 of the Code. The Respondent was, in the same communication, invited to indicate, by no later than 9 May 2025, whether it nevertheless requested the holding of a hearing and/or a case management conference failing which the Sole Arbitrator would proceed without any hearing. No response was received from the Respondent to this communication from the CAS Court Office.
28. On 13 May 2025, the CAS Court Office informed the Parties (and), that, in accordance with the general principle of burden of proof, it was the responsibility of the party asserting a claim to provide the necessary evidence to support it. This communication from the CAS Court Office was in respect of the Appellant's request to require the FIGC to submit all information concerning the Appellant's participation in all types of matches for the Respondent. The Appellant was advised to obtain such information from the FIGC and provide it to the CAS by no later than 26 May 2025.
29. On 22 May 2025, the CAS Court Office reconfirmed to the Parties (with a copy to FIFA) that the Appellant had agreed to exclude FIFA as a party to the CAS arbitration proceedings.
30. Also, on 22 May 2025, following a request by the Appellant, the CAS Court Office agreed to extend the deadline for the Appellant to provide the information from the FIGC to (by no later than) 5 June 2025.
31. On 30 May 2025, the Appellant submitted to the CAS Court Office the information it had received from the FIGC regarding his participation in all types of matches for the Respondent. The Appellant requested that the same information be taken into consideration as part of the proceedings. On the same day, the CAS Court Office forwarded the same information to the Respondent.

32. On 16 June 2025, the CAS Court Office communicated to the Parties the Order of Procedure issued on behalf of the Sole Arbitrator.
33. On 25 June 2025, the Appellant submitted to the CAS Court Office a signed copy of the Order of Procedure. No response was received from the Respondent to the CAS Court Office communication of 16 June 2025.
34. On 1 July 2025, the CAS Court Office noted that the Respondent had not provided a signed copy of the Order of Procedure within the time limit granted.
35. The Sole Arbitrator noted that the Appellant by signing the Order of Procedure had accepted his appointment. The Sole Arbitrator also noted that, despite the Respondent having had the opportunity to consider the appointment, no objection to the appointment of the Sole Arbitrator had been received from the Respondent. The Sole Arbitrator therefore took his appointment to have been agreed by the Parties.

IV. THE PARTIES' SUBMISSIONS

36. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Appellant

37. In his Statement of Appeal (also considered as his Appeal Brief), the Appellant requested the following of the CAS:
 - “1. To grant the requested Legal Aid in a separate document to be able to access the appeal instance.
 2. To accept this Statement of Appeal against the decision appealed.
 3. Adopt an award to set aside the decision appealed.
 4. To condemn the First Respondent to pay the Player the outstanding bonuses due in the amount of EUR 2.000 (Two thousand EURO) to the bank account detailed in point H.3 of the present appeal.
 5. To condemn the First Respondent to pay the annual interest in the amount of 5 (five) per cent over the amounts noted above in line with our comments made in section “I” above.
 6. To order the Second Respondent to ban the Club from registering any new players, either nationally or internationally, for two registration periods under article 12 bis, paragraph 2 and 4 of the FIFA RSTP.
 7. To condemn the First Respondent to the payment of the whole CAS

administration costs and arbitrators' fees – if any.”

38. The references to the “First Respondent” in the Statement of Appeal are to the Respondent in the CAS proceedings following the agreement by the Appellant to exclude FIFA as a party to the CAS proceedings.
39. The Appellant summarized his arguments in support of his requests as follows:

“According to the Employment contract of football player which was signed between ASD Piano Della Lente and Facundo Leonel VIGGIANO, the club undertook an obligation to pay the amount of EUR 1.300 (one thousand three hundred Euro) net (meaning the amount that the Player effectively receives after all corresponding tax payments) to the Player as his monthly salary, plus EUR 400 (four hundred Euro) as signing-fee additional amount, plus accommodation and the following bonuses:

- €500 for 20 appearances*
- €500 per 10 goals*
- €500 per 15 goals*
- €500 per playoff success*

As we have been informed by our client, unfortunately, the conditions for the payment of the full amount of all the bonuses have been met but have never been paid to the Player and remain unpaid until the present day.

On July 25, 2024, the Player's lawyer sent a mail to the club with copy to the Federazione Italiana Giuoco Calcio, through which the Player put the debtor club in default in writing and granted a 10-day deadline in order to comply with its financial obligations (Annex 5). Unfortunately, the club has neither replied to the mail nor paid the debt as of today.

Consequently, as will be developed below, the Club has outstanding payables in the light of the provisions of art. 12 bis of the FIFA RSTP.

The outstanding payables towards the Player are as follows:

- €500 for 20 appearances*
- €500 per 10 goals*
- €500 per 15 goals*
- €500 per playoff success*

TOTAL OUTSTANDING AMOUNT: EUR 2.000 (Two thousand EURO).

On August 19, 2024, this party filed an action before the Dispute Resolution Chamber of the FIFA Football Tribunal, through which it claimed the payment of the amounts due under the provisions of article 12bis of the FIFA RSTP.

It should be noted that despite having been notified of the lawsuit and invited to participate in the process, the defendant club did not respond to the claim.

On October 31, the operative part of the decision was communicated to the parties through the FIFA LEGAL PORTAL platform. After requesting the grounds, the decision with grounds was communicated on November 12.....

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G. FIFA DRC DECISION

As a first element of the decision, the Chamber noted that the claim remained uncontested by the Club, and thus the decision was based on the file.

Following, the majority of the Chamber considered that from the list of matches detailed by the Claimant in his claim, it was not possible to confirm his entitlement to the amounts claimed, as the Player failed to provide actual evidence of the aforementioned official matches and goals.

In other words, the DRC, by majority, concluded that the facts described by the Player were not backed by any documentary evidence.

Consequently, the Chamber, by majority, decided that the claim of the Player shall be rejected.

Having stated the arguments for which the claim was rejected, it is appropriate to focus the analysis on a serious omission incurred by the DRC.

In our statement of claim we have indicated the following:

"In the event that the club disputes the information provided herein or that the decision-making body deems it appropriate to elaborate further, we hereby request that the Italian Football Association (Federazione Italiana Giuoco Calcio) be required to submit all information concerning the player's participation in all types of matches on behalf of ASD Piano Della Lente."

This manifestation consists in the request of a fundamental evidentiary means: the report request by FIFA DRC to the Italian Football Association (Federazione Italiana Giuoco Calcio), in order to submit all information concerning the player's participation in all types of matches on behalf of ASD Piano Della Lente.

This, due to the fact that the appropriate evidence to prove the player's participations and goals in official matches are precisely the official reports of the Italian Football Federation (Federazione Italiana Giuoco Calcio), a FIFA member association in charge of administering the official competitions in which the player participates on behalf of the ASD Piano Della Lente club.

FIFA, as a governing body of world football, had the facility to request such a report from the Italian Football Federation (Federazione Italiana Giuoco Calcio), which is subordinate to FIFA as a member association that is part of its federative structure.

Not only has it not requested such a report, but despite having been suggested by this party, it has not given the reasons why it did not consider it appropriate to request such evidence from the Federazione Italiana Giuoco Calcio.

In other words, the FIFA DRC omitted in its decision to explain why it did not require such report, which was vital in order to obtain reliable and official proof of the facts denounced by this party.

For these reasons, in this appeal instance, this party will request the Court of Arbitration for Sport to require the Federazione Italiana Giuoco Calcio to submit the official reports of all the matches in which the player played on behalf of the club, or at least to confirm whether these records contain the allegations made by this party regarding the player's performance.

This is because it is essential to prove the player's participation in official matches and the goals scored, given the difficulties in obtaining other elements due to the lack of information on matches in minor leagues such as those in which ASD Piano Della Lente participates, which is the "Campionato Regionale di Promozione", the sixth category of Italian Football.....

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3. Overdue Payable pursuant to article 12BIS of the FIFA RSTP.

The Claimant relies on article 12bis of the FIFA RSTP,.....

.....These three prerequisites of article 12bis have been satisfied in these circumstances:

- i. the parties agreed in the Employment Contract the salaries, bonuses and benefits that correspond to the Player, without having been paid in full, as mentioned above;*
- ii. there is no prima facie contractual basis for ASD Piano della Lente to delay the payment; and*
- iii. Facundo Leonel Viggiano granted ASD Piano della Lente a 10-day deadline in order to comply with its financial obligations.*

Therefore, the Claimant has met the three conditions required by article 12bis of the FIFA RSTP, triggering the related procedure.

Accordingly, the First Respondent, in its failure to satisfy its financial obligations

as stipulated in the employment contract, violated article 12bis of the FIFA RSTP.....

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4. Sporting sanctions to be imposed on the Club.

The serious misconduct shown by the Club shall be banned from registering any new Players, either nationally or internationally, for two entire and consecutive registration periods in light of the following regulatory provisions, i.e. article 12 bis (2) and (4) of the FIFA RSTP:..

(...)

....The Club breached the FIFA RSTP when it failed to make a due payment for more than 30 days without a prima facie contractual basis and the Player put the Club in default in writing and granted a 10-days deadline for the debtor to comply with its financial obligations.

Therefore, in light of the foregoing we additionally request that this Honourable Court of Arbitration for Sport (TAS/CAS) to order the Second Respondent to ban the Club from registering any new Players, either nationally or internationally, for two consecutive registration periods under article 12 bis (2) and (4) of the FIFA RSTP.....

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I. CORRESPONDING DEFAULT INTEREST RATE

According to the provisions of the Article 73 of the Swiss Code of Obligations: “Where an obligation involves the payment of interest but the rate is not set by contract, law or custom, interest is payable at the rate of 5% per annum”.

Pursuant to the Article 104.2 (a) of the Swiss Code of Obligations: “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”.

Whereas the Employment Contract does not provide any interest rate applicable to pecuniary debts in default, a five percent (5%) per annum rate shall be applied to the values due by the Club to the Player as of the date when each is due for the outstanding benefit.”

B. The Respondent

40. The Respondent failed to provide an Answer but instead wrote to the CAS on 2 April 2025 informing the CAS of the matters that have already been referred to at paragraph 25 above.

41. The Respondent made no other arguments as part of the CAS proceedings.

V. JURISDICTION OF THE CAS

42. In relation to jurisdiction, the Appellant refers in his Statement of Appeal to Article R47 of the CAS Code which 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.”

43. The Appellant also refers in his Statement of Appeal to Article 50 of the FIFA Statutes¹ as follows:

“Jurisdiction of CAS

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

44. On the basis of the above, the Appellant states that CAS jurisdiction “*shall be undisputed.*”
45. So far as the Appellant is concerned, CAS jurisdiction is confirmed by the Appellant’s signature of the Order of Procedure. Whilst the Respondent has not responded to the request to sign the Order of Procedure, CAS jurisdiction has not been disputed by the Respondent.
46. In any event, the Sole Arbitrator agrees with the Appellant that, by virtue of Article R47 of the Code and Article 50 of the FIFA Statutes, the CAS has jurisdiction to hear the appeal filed by the Appellant against the Appealed Decision.

VI. ADMISSIBILITY

47. Article R49 of the CAS Code provides, *inter alia*, as follows:

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

¹ Article 50 of the FIFA Statutes (May 2024 edition) actually states: “*1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.*”.

48. As referenced at paragraph 42 above, any appeal against final decisions passed by FIFA's legal bodies shall be lodged with the CAS within 21 days of receipt of the decision in question.
49. The Appealed Decision was notified to (and therefore received by) the Appellant on 12 November 2024. The Statement of Appeal was filed on 28 November 2024, thus within the 21 days relevant time limit. No payment of the CAS Court Office fee was required due to the award of legal aid for the Appellant. In compliance with the requirements of Articles R47, R48 and R51 of the CAS Code, the Appeal is therefore admissible.

VII. APPLICABLE LAW

50. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:

“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.”

51. Pursuant to Article 49.2 of the FIFA Statutes:

“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.”

52. As a result, the Sole Arbitrator finds that the various regulations of FIFA, and chiefly the FIFA Regulations on the Status and Transfer of Players, are primarily applicable. Swiss law applies subsidiarily.

VIII. MERITS OF THE APPEAL

53. The object of the present arbitration is the Appealed Decision, in which the FIFA DRC rejected a claim by the Appellant for payment by the Respondent of amounts alleged owed to the Appellant under the Contract.
54. The majority of the FIFA DRC had considered that, from the list of matches detailed by the Appellant in his claim before the FIFA DRC, it had not been possible to confirm his entitlement to the amounts claimed, as the Appellant had failed to provide actual evidence of the official matches and goals that he alleged gave rise to the bonus payments. The FIFA DRC, by majority, had therefore concluded that the facts described by the Appellant were not backed by any documentary evidence.

55. In these CAS proceedings, the Appellant has now provided documentary evidence that was not available to the FIFA DRC. While it remains unclear whether such evidence was available to the Appellant or could reasonably have been discovered by him at the time of the FIFA DRC proceedings, the Sole Arbitrator has decided to accept such evidence under Article R44.3 of the Code, which permits the Panel to admit new evidence. Furthermore, under Article R57 of the Code, the Sole Arbitrator has full power to review both the facts and the law *de novo* in these CAS proceedings.
56. The Sole Arbitrator therefore notes that he has to deal with the following issues:
- i. is there a contract pursuant to which the Appellant is entitled to bonus payments from the Respondent ?
 - ii. is there evidence that bonus payments amounting to EUR 2,000 are owed to the Appellant by the Respondent ?
 - iii. if so, is the Appellant also entitled to any interest ? and
 - iv. furthermore, should the Respondent therefore be banned from registering any new players, either nationally or internationally, for two registration periods under Article 12 bis of the FIFA RSTP ?
57. First, the Sole Arbitrator is comfortably satisfied that under the Contract the Respondent is obliged to pay to the Appellant the following bonuses:
- EUR 500 for 20 appearances;
- EUR 500 for 10 goals;
- EUR 500 for 15 goals; and
- EUR 500 for playoff success.
58. Second, the Appellant has provided documentary evidence whereby the FIGC, after consulting with the responsible Abruzzo Regional Committee, has confirmed that the Appellant made a total of 28 appearances for the Respondent in the 2023/24 season as follows:
- 25 appearances in the Championship
- 1 appearance in the play-offs
- 2 appearances in the Coppa Italia Promozione.
59. In the same documentary evidence the FIGC has:

- i. indicated that “*according to journalistic sources (which are to be considered purely indicative)*”, the Appellant scored 15 goals for the Respondent in the 2023/24 season; and
 - ii. confirmed that the Respondent is playing in the Promozione League for the 2024/25 season. The Appellant states that this confirms that the Respondent maintained its position in such league after winning the play off match on 28 April 2024 against Varano Calcio (2-0).
60. Such documentary evidence shows to the comfortable satisfaction of the Sole Arbitrator that the Respondent owes EUR 2,000 to the Appellant by way of bonus payments under the Contract.
61. Third, the Sole Arbitrator accepts the Appellant’s argument that interest is also payable on such amount at a rate of 5% per annum in accordance with Article 73 of the Swiss Code of Obligations. The Sole Arbitrator considers that the bonus payments became due at the end of the 2023/24 season, and therefore interest should be calculated as from 1 July 2024.
62. Fourth, so far as the imposition of sporting sanctions for overdue payables, the Sole Arbitrator refers to the following relevant provision of the FIFA RSTP (Article 12 bis):

“12bis Overdue payables

- 1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.*
- 2. Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.*
- 3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).*
- 4. Within the scope of its jurisdiction (cf. article 22 to 24), the Football Tribunal may impose the following sanctions:*
 - a) a warning;*
 - b) a reprimand;*
 - c) a fine;*

d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.”

63. In this respect, the Sole Arbitrator notes that FIFA was named as a respondent but explicitly requested to be excluded from the proceedings. In its correspondence dated 9 January 2025, FIFA emphasised that: (i) the dispute is of a “*strictly 'horizontal' nature*” between the Appellant and First Respondent and does not concern FIFA; (ii) the Appealed Decision was not of a disciplinary nature and did not impose any disciplinary measures; (iii) FIFA was “*summoned as a party to these proceedings solely due to the Appellant's requests for the imposition of sanctions on the basis of Article 12bis*”; and (iv) the Appellant does not have standing to request the imposition of sporting sanctions against the other respondent.
64. The Sole Arbitrator also observes that consistent CAS jurisprudence establishes that clubs and players lack standing to request the imposition of sporting sanctions against each other, as confirmed in multiple awards including CAS 2006/A/1082 & 1104, CAS 2014/A/3707, CAS 2016/A/4826. In particular, in CAS 2016/A/4826 para. 124, the Panel indicated that, on the basis of longstanding CAS jurisprudence, “*The Player does not have standing to request that sporting sanctions be imposed on the Club. It is solely within FIFA's prerogative to determine whether the imposition of such sporting sanctions is warranted in a concrete case or not.*” and “*the requests of the Player to impose sporting sanctions on the Club and to order FIFA to refer this matter to the FIFA Disciplinary Committee shall be dismissed, because the Player lacks standing to make such requests*”.
65. As a result, the appeal lodged against the Appealed Decision is allowed in part with respect to the economic claim only, and any requests for Article 12bis sanctions are dismissed due to the Appellant's lack of standing in this respect.
66. As a result, the appeal lodged against the Appealed Decision has to be allowed in part and any further claims or requests for relief are dismissed.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 28 November 2024 by Facundo Leonel Viggiano against the decision issued by the FIFA DRC on 31 October 2024 is partially allowed.
2. The decision issued on 31 October 2024 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is set aside. Point 2. of its findings is replaced with the following:

“2. The Respondent, ASD Piano Della Lente is ordered to pay to the Claimant, Facundo Leonel Viggiano, the amount of EUR 2,000 as outstanding bonus payments, plus 5% interest p.a. as from 1 July 2024 until the date of effective payment”
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 25 July 2025

THE COURT OF ARBITRATION FOR SPORT

Jonathan Hall
Sole Arbitrator