



TAS / CAS

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

CAS 2024/A/10382 U Craiova 1948 SA v. André Lourenço Duarte & Reggiana 1919 SRL

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-law, Barcelona, Spain.

Ad hoc Clerk: Mr. Alejandro Naranjo Acosta, Attorney-at-law, Barcelona, Spain.

in the arbitration between

U Craiova 1948 SA, Romania

Represented by Mr. Dan Idita Attorney-at-law in Craiova, Romania and Mr. Adrian Mititelu, U Craiova 1948 SA's Administrator

Appellant

and

André Lourenço Duarte, Portugal.

Represented by Mr. Duarte Costa and Mr. Tiago Coelho, Attorneys-at-law in Lisboa, Portugal

Respondent 1

and

Reggiana 1919 SRL, Italy.

Represented by Mr. Christiano Novazio, Attorney-at-law in Milan, Italy, and Mr. Luca Tettamanti and Mr. Raphael Bourre, Attorneys-at-law in Lugano, Switzerland.

Respondent 2

I. PARTIES

1. U Craiova 1948 SA (“Craiova” or the “Appellant”) is a professional football club with its registered office in Craiova, Romania. It is affiliated to the *Federația Română de Fotbal* (the “FRF”), which, in turn, is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
2. Mr. André Lourenço Duarte (the “Player” or the “First Respondent”) is a Portuguese professional football player.
3. Reggiana 1919 SRL (“Reggiana” or the “Second Respondent”) is a professional football club with its registered office in Reggio Emilia, Italy. It is affiliated to the *Federazione Italiana Giuoco Calcio* (the “FIGC”) which, in turn, is affiliated to FIFA.

II. FACTUAL BACKGROUND

A. Background facts

4. Below is a summary of the main relevant facts, as submitted by the Parties in their written submissions and at the remote hearing on 29 October 2024. Additional facts 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, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
5. On 28 June 2022, Craiova and the Player concluded an employment agreement (the “Employment Agreement”). The most relevant clauses of the Employment Agreement are the following:

“IV. Duration of the contract

1. ***This contract is valid for the period between 07.07.2022 – 30.06.2023 (...):***
(...)
3. ***The Player hereby agrees that the validity period of this contract shall be unilaterally extended by the company, under the terms set out under Art. IX in this contract.***

V. Consideration for the services performed by the player

1. ***For the services performed for the period 01.07.2022 – 30.06.2023, the professional player shall benefit from a fee as follows:***
 - i) 6,500 EUR (six thousand five hundred) net, as signing fee (...).***
 - ii) 6,500 EUR (six thousand five hundred) net, monthly fee (...).***
The Payment obligation of each instalment shall be due on the 15th of each month following the month for which the instalment is paid (...).

iii) a match bonus of 500 EUR (five hundred) only for victory and only if the player is in the starting 11. If the Player is fielded in the second half and the team U Craiova 1948 wins, he shall receive 250 EURO net.

iv) an objective-related bonus

a) In case the team U Craiova 1948 SA ranks, at the end of the 2022-2023 regular season, in the first six places (1-6), the player shall benefit from a bonus of 10,000 EUR (ten thousand) net, on condition that the player plays in at least 50% of the official matches. If the player appears in less than 50% of the official matches, he will receive a bonus of 5,000 EUR (five thousand);

b) In case the team U Craiova 1948 SA qualifies, at the end of the season 2022-2023 season, in the European competitions, the player shall benefit from a bonus of 10,000 EUR (ten thousand) net, on condition that the player plays in at least 50% of the matches. If the player appears in less than 50% of the official matches, he will receive a bonus of 5,000 EUR (five thousand);

v) The obligation to pay to the player or for the player the monthly amount of 300 EURO (three hundred) for accommodation (...)

VI. General rights and obligations of the contracting parties.

1. The professional football player has mainly the following rights:

(...)

e) The right to be informed of the activation of the contract extension clause within the deadline and under the terms stipulated therein.

(...)

VIII. Termination of contract

This sports activity contract shall terminate in the following cases:

a) At the end of the term for which it was concluded, unless the parties agree upon its extension;

(...)

IX. The extension option

The company has the option to unilaterally extend the validity period of this contract for 1 (one) year, from 01 July 2023 – 30 June 2024 by means of a written notification, sent to the RFF/PFL, until 30 June 2023. In case the company takes up the right to extend the validity of this contract for 01 July 2023 – 30 June 2024, the parties negotiated the following financial terms:

a) a monthly net fee of 8,000 EUR (eight thousand) net (...)

b) a match bonus, only for wins, of 500 (five hundred) net, only if the player is in the starting eleven;

c) a bonus of 10,000 (ten thousand) EURO net in case the team ranks 1-6, in the season 2023-2024 regular season, on condition that the player plays in at least 50% of the official matches. If the player appears in less than 50% of the official matches, he will receive a bonus of 5,000 EUR (five thousand);

- d) a bonus of 10,000 (ten thousand) EURO net for qualification to the European competitions, in the 2023-2024 season, on condition that the player plays in at least 50% of the official matches. If the player appears in less than 50% of the official matches, he will receive a bonus 5,000 EUR (five thousand);*
- e) a monthly amount of 300 (three hundred) EUR for accommodation (...)"*

6. On 5 December 2022, Craiova sent a letter to the Romanian Professional Football League (the "PFL") informing that it:

"[A]ctivates the option to extend the validity of the contract no. 530/28.06.2022, registered with the PFL under no. 409/14.07.2022, made between U CRAIOVA 1982 S.A. and LOURENÇO DUARTE ANDRÉ, according to Art. IX – The extension option, in the above-referenced contract, according to which the contract shall be extended for the period 01 July 2023-30 June 2024.

This notification was made in 4 copies, in Romanian and in English, one copy for the PFL, two copies for the club and one copy for the player."

7. On 6 December 2022, Craiova included in the Player's information section of the FRF registration system "FRF Connect", the new initiation and termination dates of 1 July 2023 and 30 June 2024, respectively.

8. On the following days, it was published on Craiova's website and Facebook page and in several media that Craiova and the Player had extended their employment relationship for one year.

9. On 11 January 2023, the Player sent a letter to the FRF and the PFL inquiring the following information:

*"- Did club U. Craiova 1948, SA informed FRF for an extension of the undersigned player employment contract for season 2023/2024?
- In affirmative case, when did it happen? And,
- In FRF is the player registered until 30.06.2023 or 30.06.2024?"*

10. On 13 January 2023, the PFL sent a letter to the Player in which it informs that the only employment agreement registered in the PFL regarding the Player was the one originally signed with Craiova.

11. On 15 January 2023, the Player sent a letter to Craiova in which he stated that:

- The Player was only aware of the extension of the Employment Agreement by interviews for the press given by the Club's representative, Mr. Mititelu Gigi Adrian, on 9 and 14 January 2023.
- The Club unilaterally included the unilateral extension clause in the Employment Agreement, which violates the Player's contractual freedom and freedom to

work in the terms of the FIFA Regulation on the Status and Transfer of Players (the “RSTP”) as it has an excessive time limit to be exercised, this is, until 30 June 2023, the last day of the 2022/2023 season.

- Moreover, such unilateral extension clause does not include the guarantee or inalienable right to be notified by the club about the exercise of such extension.
- The Player expressed his opposition to the extension of the Employment Agreement. In addition, such extension shall be considered null and void and the employment relationship remained valid until 30 June 2023.

12. On 16 January 2023, as a completion of the letter mentioned in paragraph 9, the PFL informed the Player that it had received from Craiova “*a notification (but not a contract)*” mentioned in paragraph 6.
13. On 31 January 2023, Craiova imposed a fine of EUR 2,000 on the Player as a result of Club’s official reports indicating the Player’s refusal to comply with the training schedule from 9 to 12 January 2023.
14. On 22 May 2023, the Player published a post on his Instagram’s profile, stating that the Employment Agreement with Craiova would expire on 30 June 2023.
15. On 23 June 2023, the Player sent a correspondence to Craiova, the FRF and the PFL in which he insisted that the unilateral extension clause included in the Employment Agreement is invalid and unenforceable.
16. On 1 July 2023, the Player and Reggiana concluded an employment agreement valid for the sporting seasons 2023/2024 and 2024/2025.
17. On 5 July 2023, Craiova sent a letter to Reggiana indicating that the Player had a binding contract with Craiova until 30 June 2023. Moreover, Craiova requested Reggiana to comply with the FIFA regulations and warned that Craiova “*shall file an official complaint with the FIFA Disciplinary Chamber for breach by your club of the FIFA RSTP and for inducing the player not to abide by the binding contract he is under.*”
18. On the same date, the Player sent an email to the FRF, requesting it to investigate that Craiova had unlawfully informed clubs that he had a valid contract with it until 2024. The Player insisted that the Employment Agreement with Craiova had ended on 30 June 2023.
19. On 13 July 2023, the Player sent another letter to Craiova, the FRF and the PFL reiterating that he does not consider himself bound by the unilateral extension clause which is considered by him as a potestative clause and therefore shall be deemed invalid. Accordingly, the Player requested that his status was to be updated in the recipients’ records as he had, by that time, no employment contract with Craiova.

20. On 19 July 2023, the FIGC authorized the registration of the Player with Reggiana “having examined the documentation produced and deemed to comply with current regulation regarding membership”.

B. Proceedings Before The FIFA Football Tribunal

21. On 15 August 2023, Craiova filed a claim against the Player and Reggiana before the FIFA Dispute Resolution Chamber (the “DRC”). In such claim, Craiova presented the following request for reliefs:

“22. U Craiova 1948 SA respectfully requests an equitable compensation of no less than 580,968.15 lei, at the official exchange rate of the National Bank of Romania, on the day of the payment, and 5% per annum on the aforementioned amounts as from the day the Player unilaterally terminated the contract without just cause considering notably:

- i. the Player’s high salary with the Club and his current transfer value;*
- ii. his constant participation with the first team as a key player;*
- iii. the remaining contractual period until 30th June 2024, and*
- iv. the foreseeable costs to replace Mr. André Lourenço Duarte at very short notice in order to start the new season with the aim of winning the championship.*

We kindly request that you order that the Club REGGIANA 1919 S.R.L. (the Second Respondent), jointly and severally with the club, to pay the compensation for unilateral termination of the contract without just cause. According to the provisions of Art. 17, para. 2 and 4 of the FIFA RSTP, any club registering a player who unilaterally terminated his contract, without just cause, with another club, shall be jointly and severally liable with the Player towards the Player’s former club with respect to the compensation established by a deciding body.

Considering the foregoing, we kindly request that you

- i. uphold our claim in its entirety.”*

22. On 11 September 2023, the Player filed his answer to the claim and submitted a counterclaim against Craiova. In such, the Player requested the following:

“i) The claim filed by U. Craiova 1948 against player André Lourenço Duarte & Club Reggiana 1919, is rejected;

ii) The clause in article IX of the employment contract be considered null and void;

iii) The Respondents’ player counterclaim is accepted and order the Claimant to pay the due amount of 6.500 Euros as overdue salary, and interest rate of 5% p.a. applicable to the amounts owed to the player as per date such amounts became due and until integral and effective payment.

iv) The costs of the proceedings, if any, shall be entirely born by U. Craiova 1948;

v) *U. Craiova 1948 shall be ordered to pay to André Lourenço Duarte a total amount of CHF 6,000 as a contribution towards its legal expenses incurred in connection with these proceedings.*”

23. On 14 December 2023, the DRC issued the Decision FPSD-11347 (the “Appealed Decision”). The operative part of the Appealed Decision reads as follows:

- “1. *The claim of the Claimant / Counter-Respondent, U Craiova 1948 SA, is rejected.*
2. *The claim of the Respondent 1 / Counter-Claimant, Mr Andre Lourenco Duarte, is partially accepted.*
3. *The Claimant / Counter-Respondent, must pay to the Respondent 1 / Counter-Claimant the following amount(s):*
 - *EUR 6,500 as outstanding remuneration, plus 5% interest p.a. as from 16 July 2023 until the date of effective payment.*
4. *Any further claims of the Respondent 1 / Counter-Claimant are rejected.*
5. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
6. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
 1. *The Claimant / Counter-Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
 2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
7. *The consequences shall only be enforced at the request of the Claimant in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
8. *This decision is rendered without costs.*”

24. On 13 February 2024, the DRC notified to the Parties the grounds of the Appealed Decision, which can be summarized as follows:

- *As an initial statement, “the DRC remarked that the threshold to accept a unilateral extension is very high and that, generally, the DRC’s approach is rather restrictive.”*
- *The majority of the chamber considered that the unilateral extension clause was potestative and invalid as it did not comply with the following criteria:*

- *“the unilateral extension option must be exercised by the club within an acceptable deadline, before expiry of the current employment contract;*
- *the salary reward derived from the option right must be defined in the original contract and must correspond to a ‘substantial salary increase’;*
- *one party may not be at the complete mercy of the other party in regard to the contents of the employment contract.”*
- Moreover, it has highlighted *“that the Player was never duly notified as the communication took place only via the RFF/PFL”*
- Regarding the Player’s outstanding salary of June 2023, *“the majority of the Chamber concluded that the full monthly salary shall be paid to the Player as Craiova failed to support its argumentation by submitting relevant evidence regarding unjustified absence of the Player.”*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 1 March 2024, Craiova filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”), pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”), against the Player and Reggiana with respect to the Appealed Decision. In such Statement of Appeal, Craiova requested the appointment of a sole arbitrator to decide the present dispute and the language of the proceedings to be English.
26. On 12 March 2024, pursuant to Article R51 of the CAS Code, Craiova submitted its Appeal Brief. In such Appeal Brief, Craiova requested *“the CAS Panel to ask FIFA Players’ Status to produce the case file from the first instance proceedings (pursuant to Article R57 of the Code).”*
27. On 18 March 2024, the Player and Reggiana informed that they agreed with the appointment of a sole arbitrator and the language of the proceedings to be English.
28. On 6 June 2024, within the granted extended deadline, the Player and Reggiana submitted their respective Answers in accordance with Article R55 of the CAS Code.
29. On 7 June 2024, the CAS Court Office invited the Parties to inform whether they preferred a hearing to be held or for the Sole Arbitrator to issue an award based solely on the Parties’ written submissions and whether they requested a case management conference to be held in order to discuss procedural issues. Furthermore, the CAS Court Office informed the Parties that the Panel appointed to decide the case was composed by:

Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-law in Barcelona, Spain.

30. On 12 June 2024, Craiova, *inter alia*, informed the CAS Court Office about its preference for a hearing to be held in the present procedure. Conversely, the Player and Reggiana held that it was not necessary to hold a hearing for the proceedings.
31. On 19 June 2024, the CAS Court Office informed the Parties that the Sole Arbitrator decided to hold a hearing by videoconference.
32. On 5 July 2024, the CAS Court Office informed the Parties that Mr. Alejandro Naranjo Acosta, Attorney-at-law in Barcelona, Spain, had been appointed as *ad hoc* Clerk in the present matter.
33. On the same date, the Order of Procedure was issued and sent to the Parties by the CAS Court Office. The Order of Procedure was duly signed and returned by the Player and Reggiana on 12 July 2024 and by Craiova on 17 July 2024, respectively.
34. On 7 August 2024, the CAS Court Office, as requested by Craiova and instructed by the Sole Arbitrator, invited FIFA to provide a copy of the complete case file related to this Appeal.
35. On 12 August 2024, FIFA sent the complete file related to the present proceedings to the CAS Court Office. The FIFA case file was then sent to the Parties and the Sole Arbitrator.
36. On 29 October 2024, the hearing was held by videoconference (via Cisco Webex). In addition of the Sole Arbitrator, Mr. Björn Hessert, Counsel to the CAS, and Mr. Alejandro Naranjo Acosta, *ad hoc* Clerk, the following persons attended the hearing:

For Craiova:
 - Mr. Dan Idita, legal counsel.
 - Mr. Gigel Preoteasa, interpreter.
For the Player:
 - Mr. Duarte Costa, legal counsel.
 - Mr. Tiago Coelho, legal counsel.
For Reggiana:
 - Mr. Cristiano Novazio, legal counsel.
 - Mr. Luca Tettamanti, legal counsel.
 - Mr. Michele Spadini, legal counsel.
 - Mr. Vittorio Cattani, Reggiana's vicepresident and General Director.
37. At the outset of the hearing, the Parties confirmed not to have any objection or comments as to the constitution of the Panel nor in respect of the conduction of the proceedings up to that moment.

38. During the hearing, the Parties were afforded ample opportunity to present their case, to submit their arguments and to comment on the issues and questions raised by the counterparties.
39. At the closure of the hearing, the Parties confirmed that they did not have any objections as to the procedure conducted by the Sole Arbitrator and that their respective rights to be heard had been fully respected.

IV. SUMMARY OF THE PARTIE'S SUBMISSIONS

40. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by them. The Sole Arbitrator, however, has carefully considered, for the purposes of the legal analysis which follows, all the submissions made by the Parties, even if there is no specific reference to those submissions in the following section.

A. Craiova's Position

41. In its Appeal Brief, Craiova presented the following requests for relief:

“Mainly:

- 1. Declare this appeal admissible; and**

On the substance

- 2. Dismiss in its entirety the Decision of the Players' Status Chamber of the Football Tribunal FIFA, passed on 8 January 2024, communicated on 8 January 2024, whose grounds were communicated on 13 February 2024.**
- 3. Modify in its entirety the Decision of the Players' Status Chamber of the Football Tribunal FIFA, passed on 8 January 2024, communicated on 8 January 2024, whose grounds were communicated on 13 February 2024, so as to:**
 - a. uphold the claim as it was filed;**
 - b. establish the validity of the clause under art. IX in the contract entered into by and between the parties, according to which the parties mutually agreed to extend the validity of the contract between the parties by one more year, specifically consenting to the financial terms, the duration of the contract, the rights and obligations of the parties;**
 - c. establish – as a consequence thereof – that the Player terminated without just cause the contract between the parties and to**
 - i. order the Respondents to jointly and severally pay to us the amount of 580,968.15 lei, at the official exchange rate of the National Bank of Romania, on the day of the payment, and 5% per annum on the aforementioned amounts;**

ii. order, under art. 17, point 3 of the FIFA Regulations on the Status and Transfer of players (February 2024, hereinafter the FIFA Regulations), the suspension of the Player for a period of 4 (four) months;

iii. order, under art. 17, point 4 of the FIFA Regulations on the Status and Transfer of players (February 2024, hereinafter the FIFA Regulations), a ban on the Second respondent to register new players, either nationally or internationally, for two entire and consecutive registration periods;

d. dismiss the counterclaim of the Player requesting the Appellant to pay the amount of EUR 6,500 (six thousand five hundred) as financial rights for June 2023.

4. Order the Respondents to bear the costs of these arbitration proceedings;

5. Order the Respondents to cover the Appellant's legal fees and other expenses incurred in connection with these arbitration proceedings."

42. Craiova's submissions to support the abovementioned prayers for relief can be summarized, in essence, as follows:

a. Factual remarks

43. While stressing the facts of the case, Craiova emphasized that during the negotiations, the Player was assisted by the professional football agent Mr. Bernardo Lino de Castro Paes De Vasconcelos (the "Agent"), thus, all the clauses of the contract were previously discussed and consented to by the Parties.

44. To support the abovementioned, Craiova made reference to a representation contract signed between Craiova and the Agent for the signing of the Player (the "Representation Agreement"), in such Craiova was obliged to pay the agent EUR 14,500.

45. Moreover, Craiova alleges that the Player showed bad faith in the performance of the Employment Agreement and, in January 2023, he tried to push for a termination of the employment relationship claiming that he was not happy with Craiova and that he had a better financial offer from another club.

b. Summary of arguments and critique to the Appeal Decision

46. Regarding the Appealed Decision, Craiova points out that it lacks a specific analysis of the Employment Agreement and the validity of the unilateral extension clause, relying solely on general considerations without considering the legal principle of fulfilment in good faith the obligations assumed under a contract.

47. The Player's claim that he cannot be obliged to fulfill the obligations undertaken towards Craiova goes against the provisions of Article 2 of the Swiss Civil Code, which regulates the binding force of the contract between the parties to it. Similarly, the Employment Agreement, being validly entered into, is considered as having the

power of law between the Parties under Article 1270 of the Romanian Civil Code, this is the *pacta sunt servanda* principle.

48. Another rule emerging from the legal principle *pacta sunt servanda* is the rule of symmetry. This rule determines that the contract may only be amended or ended with the agreement of all parties to the contract in a symmetrical manner to how it was concluded. A contract terminated with the agreement of a number of parties cannot be amended or ended by the will of one party alone by a unilateral act.
49. Likewise, the principle of irrevocability is in close connection with the legal principle of the binding force of the contract since it includes the prohibition to amend the contract.
50. Regarding the validity of the unilateral extension clause, Craiova considers that:
 - i. The maximum duration of the Employment Agreement was not excessive and the Player agreed to the one-year extension of such Employment Agreement. The DRC failed to indicate what an excessive duration of the extension option is. The customs in the matter allow such extension and, when mutually agreed upon by the parties, it does not lead to the invalidity of the relevant clause;
 - ii. The DRC did not define what an acceptable deadline is to exercise the unilateral extension option. In the present matter the unilateral extension option was triggered within the agreed deadline.
 - iii. The salary derived from the unilateral extension clause is well defined in the original Employment Agreement and should correspond to a substantial salary increase.
 - iv. None of the parties was at full mercy of the other party with respect to the contents of the Employment Agreement since it was drafted and negotiated by both parties and the Player being assisted by a professional agent.
 - v. The unilateral extension option was clearly established and emphasized in the original Employment Agreement so that the Player may be aware of it at the moment of signing the contract.
 - vi. The unilateral extension option is proportional to the original Employment Agreement and in full compliance with the customs in the matter. The DRC did not define what constitutes a proportionate extension of the original contract.
 - vii. As it is advisable to limit the number of extensions to one sole extension, the Parties limited in the Employment Agreement to one sole extension clause.
51. The DRC wrongly established that the Player allegedly reacted immediately with respect to the invalidity of the unilateral extension option. Craiova draws attention to the fact that the Player was aware of the unilateral extension option in favor of Craiova from the very moment he had signed the Employment Agreement, but he failed to react in any way to challenge that clause.

B. The Player's Position

52. In his Answer, the Player requested as prayer to relief to the Sole Arbitrator to issue an award:

“a) Rejecting in its entirety the requests for relief sought by appellant U Craiova 1948 S.A.

b) Confirming the Appealed decision of the FIFA Dispute Resolution Chamber dated 14 December 2023 with grounds issued on 13 February 2024.

c) Ordering the appellant to bear the full costs of these arbitration procedures.

d) Ordering the appellant to make a substantial contribution to the legal fees and other expenses incurred by the respondent in connection with this procedure.”

53. The Player's submissions to support the abovementioned prayers for relief can, in essence, be summarized as follows:

a. The discussion and finalization of the Employment Agreement

54. Before concluding the Employment Agreement, Craiova's proposal was a two-year contract, never a one-year contract plus a one-year unilateral extension option for Craiova. This means that on the day of signing the Player was only aware of the “one plus one” model of the Employment Agreement instead of the two-year agreed contract. Such signature took place when the Player was in the hotel in which Craiova was having the summer training camp.

b. The Employment Agreement

55. Clause IX of the Employment Contract (i.e. the unilateral extension clause) had not been negotiated with the Player. In fact, Craiova inserted the referred clause in the Employment Agreement at the last minute, thereby taking advantage of its prevailing position against the Player.

56. This was a strategic and intentional move from Craiova. The Player had very little bargaining power to discuss the unilateral extension clause once he was already in Craiova's training camp hotel, alone and without any legal assistance or any kind of support, extremely conditionate to accept the inclusion of the unilateral extension clause.

57. The Player signed the Employment Contract without fully understanding his obligations and rights, as he did not receive adequate consideration for the new obligations he was taking on.

c. Craiova's misinterpretation regarding the Agent's involvement

58. Craiova was assisted by the Agent (and not the Player) throughout the entire negotiations in accordance with the Representation Agreement signed by Craiova and the Agent. The pertinent parts of the Representation Agreement read as follows:

Article 2 para. 1

“... [f]or the execution of services for the club mentioned in § 1 of this Agreement by Agent, the Club shall pay to the Agent a total remuneration in the amount of EUR 14.500 euro”

Article 2 para. 4

“The Agents’ remuneration specified in this Agreement covers all claims related to conclusion of the Contract and the Club will not be obligated to pay any other amounts to the Agent or other agents, including the agents authorized to represent the player”.

Article 3 para. 1

“The parties agree that Agent’s rights in respect of the representation of the Club are limited only to the conclusion of the Contract between the Player and the Club.”

59. If the Player had been assisted by a lawyer or any agent in his representation, he wouldn’t have signed the Employment Agreement for one season with a unilateral extension option when Craiova’s offer was a two-year contract and not a one-year plus a one-year extension contract.

d. Craiova’s exercise of the unilateral extension option

60. The Player became aware of the extension of the Employment Agreement through the media and was not duly notified by the Appellant. Craiova unilaterally sent correspondence to the FRF and/or to the PFL without informing the Player.

e. The Player’s answer to Craiova’s exercise of the unilateral extension clause

61. The Player has expressly and unequivocally opposed the exercise by Craiova of this illegal right because he considers it contrary to the law and the regulations and which violates the Player’s freedom to work.

f. Craiova exercise to the unilateral extension option

62. Craiova has not complied with the burden of proof principle in the way that it did not prove to have notified the Player about the exercise of the unilateral extension option. Moreover, it is worth emphasizing that this communication should have been foreseen in the unilateral extension clause itself, which it was not, jeopardizing the substance of the potestative right.

63. The Player highlights that the PFL was right when notifying him that Craiova had sent a letter to the PFL to notify it about the extension of the Employment Agreement but there was no new contract. In fact, the Player did not sign any employment contract with Craiova for the season 2023/2024 and he firmly opposed to any employment relationship between Craiova and himself for the season 2023/2024.
64. The reason for the inclusion of the unilateral extension option was to set a “trial period” of the Player until the end of the 2022/2023 season. If the trial period went well, Craiova would have the unilateral right to exercise the unilateral extension option. If the trial period went wrong, Craiova would not exercise the unilateral extension option and the Employment Agreement would have had expired.
65. If it were a clause in favor of Craiova with the right to freely terminate the Employment Agreement during, for example, the firstly agreed two-year period, it would immediately be considered a *contra legem* clause. So, in coherence, it must be considered that the unilateral extension option aims to obtain the same effect as a unilateral termination clause and therefore the mentioned unilateral extension clause is considered an agreement *in fraudem legis*.

g. The unilateral extension option

66. The Player considers that the unilateral extension clause in the Employment Agreement grants a potestative right to Craiova in order to extend or not the contractual relationship and shall be considered invalid. Thus, the Player is left in a situation of legal subjection and uncertainty regarding the duration of the Employment Agreement.
67. The unilateral extension option implies that while the Player is bound by the potential whole length of the Employment Agreement, *i.e.* one year plus the one-year extension, Craiova is only bound for one year with the possibility to extend the Employment Agreement or not under its discretion.

h. The unilateral extension clause

68. The unilateral extension Clause violates the legal principles of contractual freedom and freedom to work included in the RSTP. Considering the “Portmann Criteria”, the unilateral extension clause:
- Has an excessive time limit to be exercised: until 30 June 2023, the last day of the season.
 - Expects that Player will have a small increase in the monthly salary (from EUR 6,500 to EUR 8,000 which is less than 25%) and the bonuses will be exactly the same from one season to another.

- The Player does not even have the guarantee (or the inalienable right) to be notified of Craiova's exercise of the unilateral extension option, and consequently take direct notice of his own Employment Agreement and career situation, which is unequivocally inadmissible and contrary to the legal principle of contractual stability.

69. The unilateral extension clause grants Craiova, as employer, the right to extend the duration of the Employment Agreement without the mutual consent of both parties, which goes against the legal principles of fairness and equality in contractual relationships. Such a provision violates the Player's rights as an employee and contradicts the spirit of balanced and voluntary agreements.
70. The Player emphasizes that the principle of mutual agreement and consent is fundamental in any employment relationship. Unilateral extension clauses can lead to uncertainty and imbalance of power, potentially depriving employees of their right to negotiate terms and conditions that are fair and reasonable, compromising the equal treatment of the parties to the employment contract.
- i. The Player's outstanding salary of June 2023
71. Craiova committed to pay the Player a monthly salary of EUR 6,500 as provided in Clause V. par. 1 of the Employment Agreement. However, Craiova failed to comply with the payment of the salary of June 2023. Accordingly, the Player is entitled to the payment of the mentioned salary plus the respective interest.

C. Reggiana's Position

72. In its Answer, Reggiana requested the CAS to rule as follows:
- "I. The appeal filed by FCU 1948 Craiova Fotbal Club S.A. is dismissed;
II. The Challenged Decision issued by FIFA DRC is confirmed;
III. FCU 1948 Craiova Fotbal Club S.A. shall bear all the costs of this arbitration procedure;
IV. FCU 1948 Craiova Fotbal Club S.A. shall compensate A.C. Reggiana 1919 S.R.L. for the legal and other costs incurred in connection with this arbitration procedure and the procedure before FIFA in an amount to be determined at the discretion of the Panel, but no less than CHF 20,000."*
73. Reggiana's submissions to support the abovementioned prayers for relief can, in essence, be summarized as follows:
- a. Factual background
74. Reggiana stressed that on 15 June 2023, the intermediary Mr. Gabriele La Manna presented to it the profile of two players, including the Player.

75. On 20 June 2023, the intermediary and Reggiana signed a mandate, valid until 31 July 2023, to conclude an employment agreement with the Player. Effectively, Reggiana and the Player signed an employment agreement on 1 July 2023.

76. Moreover, in its submissions and at the hearing, Reggiana alleged that during the proceedings before the DRC, it did not receive any letter from FIFA and was prevented from making submissions in the said proceedings. After such deadline was surpassed, Reggiana was not allowed to file its submissions.

b. The unilateral extension clause was invalid and not properly exercised

77. As per Article 2.1 of the Swiss Civil Code, “*every person must act in good faith in the exercise of his or her rights and in the performance of his or her obligations.*”. Although this provision enshrines the legal principle of *pacta sunt servanda*, this principle is nonetheless not absolute and is subject to exceptions. Article 27 of the Swiss Civil Code prohibits a party to enter into excessive commitments:

“1. No person may, wholly or in part, renounce his or her legal capacity or his or her capacity to act.

2. No person may surrender his or her freedom or restrict the use of it to a degree which violates the law or public morals.”

78. Hence, Craiova’s argument that the unilateral extension clause is valid by itself and mandatory solely by virtue of its inclusion in the Employment Agreement does not hold and must be rejected.

79. The RSTP remains silent regarding unilateral extensions options. However, Reggiana recalls the CAS award in procedure CAS 2004/A/678 that recognized a DRC decision:

“Unilateral options are, in general, problematic, since they limit the freedom of the party that cannot make use of the option in an excessive manner. Furthermore, such options are not based on reciprocity, since the right to extend a contract is left exclusively at the discretion of one party”.

80. Moreover, in case CAS 2009/A/973 the CAS panel deemed a unilateral extension clause as fair and appropriate as it included a predetermined substantial salary increase, unlikely in the present dispute.

81. Subsequently, CAS jurisprudence adopted a case-by-case assessment to adjudicate the validity of unilateral extension clauses by taking into account several criteria and elements which can be resumed as follows (cf. TAS 2005/A/983 & 984, 2013/A/3260 and CAS 2014/A/3852):

- 1) The potential maximum duration of the employment relationship should not be excessive;
 - 2) The option should be exercised within an acceptable deadline before the expiry of the current contract;
 - 3) The salary reward deriving from the option right should be defined in the original contract and led to a substantial increase in the player's remuneration to constitute a consideration given in exchange for the right of option granting;
 - 4) One party should not be at the mercy of the other party with regard to the contents of the employment contract;
 - 5) The option should be clearly established and emphasized in the original contract so that the player is conscious of it at the time they sign the contract;
 - 6) The extension period should be proportional to the main contract;
 - 7) It would be advisable to limit the number of extension options to one sole extension.
82. From a formal point of view, Craiova had the right to extend the employment relationship without informing the Player as the unilateral extension clause. This cannot be acceptable as the Player is the party affected by such extension.
83. Furthermore, the unilateral extension option could be exercised by Craiova until the end of the sporting season 2022/2023, *i.e.* 30 June 2023. Considering that official competitions finished at the end of May 2024, the Player had to stay one month without potentially knowing his future in a period when clubs start training camps and adjust their squads.
84. From a practical point of view, Craiova also failed to prove that it had duly notified the Player about the exercise of the unilateral extension option.
85. It is noteworthy that the Employment Agreement establishes in its Clause VI. 1. e) as follows:
- “VI. General rights and obligations of the contracting parties.***
3. The professional football player has mainly the following rights:
(...)
e) The right to be informed of the activation of the contract extension clause within the deadline and under the terms stipulated therein.”
86. Craiova, by exercising the unilateral extension option without informing the Player, reserved to itself undue control over him. Consequently, the Player was completely at the mercy of Craiova. The CAS panel in case *CAS 2020/A/7011* stipulated that:
- “[I]t is also a longstanding CAS practice, that if the reciprocal obligations set forth actually disproportionately favour one of the parties and give it an undue control over the other party, such clause is incompatible with the general principles of contractual stability and therefore null and void”*

87. Regarding the increase of the Player's remuneration, for the season 2022/2023, the Player was entitled to a total remuneration of EUR 84,500, while for the season 2023/2024 such salary would only increase by 13.6%, i.e. EUR 96,000.
88. In addition, the variable amounts remained the same except for the reduced match bonus for the Player, which was eliminated. Lastly, for the extended season, the Player was not entitled to a similar figure as the signing bonus earned for the 2022/2023 season, for instance, a loyalty fee could be signed.
89. Furthermore, Reggiana considers that the Player was at mercy of Craiova considering:
- The Employment Agreement was drafted by Craiova, as demonstrated by Craiova's letterhead in the Agreement.
 - The Player was not represented by an agent, the only agent involved was the one acting on behalf of Craiova's as demonstrated by the Representation Agreement signed by them.
- By granting itself the unilateral extension option, Craiova has given itself the right to terminate the Employment Agreement when it wishes – regardless of the will of the Player – meaning a disproportionate advantage against the Player.
90. In conclusion, the unilateral extension Clause is to be considered invalid and, accordingly, the Employment Agreement expired on 30 June 2023 so that the Player was free to join the Reggiana and, therefore, no compensation is due to Craiova.
- c. No compensation shall be paid to Craiova or any compensation shall be reduced
91. Article 8 of the Swiss Civil Code determines that “[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.”. Accordingly, CAS jurisprudence has confirmed that a party alleging that it suffered loss or damage needs to prove it to support a claim for such damages.
92. Moreover, CAS jurisprudence has accepted the consideration of additional criteria, as stipulated in Article 17 of the RSTP, to calculate the damage suffered by a party, for instance the loss of a transfer fee (cf. CAS 2021/A/7815) or the cost of replacing a player (cf. CAS 2018/A/5607 & 5608).
93. In the case at stake, Craiova did not provide any proof of the alleged damages suffered. Also, Craiova did not make any submission on how the requested compensation was calculated.
94. Notwithstanding the foregoing, if CAS deems that compensation shall be granted to Craiova, it shall reduce the compensation at its minimum by applying the concept of contributory negligence included in Article 44 of the Swiss Code of Obligations.

c. No sporting sanctions shall be applied to the Player and Reggiana

95. A party which has a horizontal relationship with other parties does not have standing to sue before the CAS regarding sporting sanctions which are prerogative of FIFA in its vertical relationship with its members (cf. CAS 2015/A/4220, CAS 2016/A/4826 and CAS 2018/A/6002). In other words, Craiova has no legally protected interest in such matter as only FIFA has the power to impose sporting sanctions.
96. Accordingly, Craiova's request to have the Player and Reggiana sportingly sanctioned must be declared inadmissible and/or entirely disregarded.
97. For the sake of completeness, Reggiana adds that in any case it never induced the Player to terminate his Employment Agreement with Craiova.
98. It is enough to observe that since January 2023 the Player has disputed the validity of the unilateral extension of his Employment Agreement and he entered into the employment relationship with Reggiana several months after the mentioned dispute with Craiova arose.

V. JURISDICTION

99. The CAS jurisdiction derives from Article R47 para. 1 of the CAS Code, that 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.”
100. Article 56(1) of the FIFA Statutes 2022 edition (the “FIFA Statutes”) reads, in its pertinent part, as follows:

“FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.”
101. Moreover, the Parties did not dispute CAS jurisdiction, which is further confirmed by the Order of Procedure, duly signed and returned by the Parties.

102. Therefore, the Sole Arbitrator considers that the CAS has jurisdiction to decide on the present Appeal.

VI. ADMISSIBILITY

103. Article R49 of the CAS Code provides, in its relevant parts, 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.”

104. Article 57(1) of the FIFA Statutes (2022 edition) states:

“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.”

105. Additionally, the Appealed Decision confirmed that *“According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision”*.

106. The grounds of the Appealed Decision were notified to the Parties on 13 February 2024 and the Statement of Appeal was filed on 1 March 2024, *i.e.* within the time limit required both by the FIFA Statutes and the CAS Code.

107. Consequently, the Sole Arbitrator finds the Appeal filed by Craiova to be admissible.

VII. APPLICABLE LAW

108. Article R58 of the CAS Code reads as follows:

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

109. In addition, Article 56(2) of the FIFA Statutes (2022 edition) establishes the following:

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

110. In accordance with these provisions, the Sole Arbitrator considers that the present dispute shall be resolved on the basis of the applicable FIFA regulations and, subsidiary, based on Swiss law.
111. For the sake of completeness, the Sole Arbitrator notes that, from the Parties submissions, they agree with aforementioned applicable law. The sole referral of the Parties aside from the mentioned the applicable law, is Craiova’s request of the applicability of Article 1270 of the Romanian Civil Code.
112. Moreover, the Sole Arbitrator notes that the proper Craiova considers that such provision is applicable as it recognizes the *pacta sunt servanda* principle just like Article 2 of the Swiss Civil Code. No further reference to any regulation outside of the applicable law is made. Consequently, the Sole Arbitrator considers that the applicable law remains undisputed.

VIII. MERITS

113. The present procedure concerns the Appealed Decisions that ordered Craiova to pay the Player the amount of EUR 6,500 as per outstanding salary of June 2023. In essence, Craiova requests the Appealed Decision to be set aside and to order the Player and Reggiana to pay compensation to Craiova and sporting sanctions to be ordered upon them. In turn, the Player and Reggiana request the confirmation of the Appealed Decision.
114. Given the Parties’ written and oral submissions and their requests for relief, the Sole Arbitrator considers as the merits of the dispute to be decided concerns the following determinations:
 - a) Whether the unilateral extension clause of the Employment Agreement is valid. Consequently, whether the Player breached the Employment Contract by signing a new contract with Reggiana.
 - b) In the negative, shall Craiova be liable to pay the Player the amount of EUR 6,500 for the unpaid salary for June 2023?
 - c) In the affirmative, shall the Player and Reggiana be liable for compensation in favor of Craiova? Moreover, should a sporting sanction be imposed on the Player and Reggiana?
115. The abovementioned matters are addressed as follows:

a) Whether the unilateral extension clause of the Employment Agreement is valid. Consequently, whether the Player breached the Employment Contract by signing a new contract with Reggiana.

116. As a starting point, the Sole Arbitrator identifies, as in case *CAS 2005/A/973*, that the applicable regulations do not include an express reference to unilateral extension options. Moreover, the Sole Arbitrator concurs with the CAS panel in the mentioned case *CAS 2005/A/973* which held that “*the Panel notes that CAS and FIFA jurisprudence tend to question such unilateral options. However no jurisprudence known by the Panel declares such options as absolutely void under all circumstances. In each case, the individual situation between the club and the player has been scrutinised in order to decide whether the unilateral option provided in the contract could be enforced or not*”.
117. In the same line, the CAS panel of the case *CAS 2013/A/3260* stressed that “[i]t must be noted that the FIFA regulations do not contain any express provision which prohibits the unilateral extension of contracts. The decisions issued by the FIFA DRC and the CAS on unilateral extension clauses have always been based on the spirit and legal framework which the FIFA regulations intend to foster, in other words, the principles which prohibit excessive and unwarranted restrictions on a player’s freedom of movement and personality rights.”
118. In conclusion, to determine if a unilateral extension clause is valid or not, is necessary to solve the issue on a case-by-case basis in accordance with the particular circumstances of each dispute.
119. Furthermore, in the aforementioned procedure *CAS 2013/A/3260*, the CAS panel indicated:

“Looking at the FIFA DRC jurisprudence, it is apparent that in order to determine whether or not a unilateral extension clause is valid, the following elements have been taken into consideration:

- 1. The potential maximal duration of the labour relationship should not be excessive;*
- 2. The option should be exercised within an acceptable deadline before the expiry of the current contract;*
- 3. The salary reward deriving from the option right should be defined in the original contract;*
- 4. One party should not be at the mercy of the other party with regard to the contents of the employment contract;*
- 5. The option should be clearly established and emphasized in the original contract so that the player is conscious of it at the moment of signing the contract;*
- 6. The extension period should be proportional to the main contract; and*
- 7. It would be advisable to limit the number of extension options to one.*

The first five elements aforementioned are based on the Portmann criteria, with the latter two emanating from recent developments in the FIFA DRC and CAS jurisprudence”

120. Accordingly and in order to assess the validity of the unilateral extension clause, the Sole Arbitrator recalls the wording of the unilateral extension clause in dispute:

“IX. The extension option

*The company has the option to unilaterally extend the validity period of this contract for **1 (one) year, from 01 July 2023 – 30 June 2024** by means of a written notification, sent to the RFF/PFL, until 30 June 2023. In case the company takes up the right to extend the validity of this contract for **01 July 2023 – 30 June 2024**, the parties negotiated the following financial terms (...)”*

121. As a baseline to address if the Player was at mercy of Craiova, the Sole Arbitrator notes that the Parties dispute the pre-contractual context of the signing of the mentioned Employment Agreement, namely, the initially agreed term of the employment relationship and whether or not the Player was represented by an agent.
122. The Player alleged that the initially agreed term of the Employment Agreement was for two sporting seasons and not for solely one with the unilateral extension option in favor of Craiova.
123. Besides from such allegation, the Sole Arbitrator finds that the Player failed to provide evidence to support such contention. Consequently, it is deemed unproved and the analysis shall be based on the wording of the Employment Agreement.
124. Furthermore, the Parties dispute if the Player was represented by an agent for the conclusion of the Employment Agreement with Craiova or not. To support its allegation that the Player indeed was represented by an agent, Craiova filed the Representation Agreement signed by it and the Agent (and not the Player), from which relevant clauses established:

§ 1

1. *“Under the provisions of this Agreement Agent is obliged to take actions aimed at bringing to the conclusion of the valid professional football employment contract (Contract on Professional Football Playing) between the club and professional football player André Lourenço Duarte(...)
(...)”*

§ 2

1. *For the execution of services for the Club mentioned in 1. of this Agreement by Agent, the Club shall pay to the Agent a total remuneration in the amount of EUR 14.500(...)
(...)”*

4. The Agent's remuneration specified in this Agreement covers all claims related to the conclusion of the Contract and the Club will not be obligated to pay any other amounts to the Agent or other agents, including the agents authorized to represent the Player."

125. Accordingly, and considering that there was no further evidence provided regarding the involvement of the Agent in the conclusion of the Employment Agreement or any mention in such document, the Sole Arbitrator also considers as unproven that the Player was represented and advised by the Agent for the Employment Agreement signed with Craiova.
126. The first remark that is to be noted from the unilateral extension clause is that it complies with several of the criteria to be considered, *e.g.* (i) the extension is clearly established and emphasized in the Employment Agreement, (ii) its limitation to one extension (which is deemed not excessive and proportional to such Employment Agreement) and (iii) the salary to be paid under the extension is already determined (a further debate is if such compensation is substantially higher or not).
127. Nevertheless, the Sole Arbitrator highlights that the unilateral extension clause by itself only demands in its exercise to be notified to the FRF/PFL. Meaning in principle that no notification to the Player – *i.e.* the directly affected by such extension – was needed. However, the Sole Arbitrator finds that this initial remark is amended by the previous Clause VI. 1. e) of the Employment Agreement that determines that one of the Players rights is to *"be informed of the activation of the contract extension clause within the deadline and under the terms stipulated therein"*.
128. Consequently, the Sole Arbitrator finds that the unilateral extension clause does demand a proper notification to the FRF/PFL and the Player in order to be properly exercised.
129. In this sense, from the evidence provided by the Parties, the Sole Arbitrator observes that although Craiova alleges that it had notified the FRF/PFL and the Player, it failed to submit any proof that the notification to the latter was effectively made.
130. To this respect, the Sole Arbitrator recalls the long-standing CAS jurisprudence and refers to the the award in *CAS 2023/A/9444* in which the sole arbitrator held as follows:

"The burden of proof behooves on the party claiming certain facts (actori incumbit probatio). Longstanding CAS jurisprudence has underscored this point:

'According to the general rules and principles of law, facts pleaded have to be proven by those who plead them, i.e. the proof of facts, which prevent the exercise,

or extinguish, the right invoked, must be proven by those against whom the right in question is invoked. This means, in practice, that when a party invokes a specific right it is required to prove such facts as normally comprise the right invoked, while the other party is required to prove such facts as exclude, or prevent, the efficacy of the facts proved, upon which the right in question is based. This principle is also stated in the Swiss Civil Code. In accordance with Article 8 of the Swiss Civil Code: Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact.

It is well established CAS jurisprudence that any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. must give evidence of the facts on which its claim has been based. The two requisites include the concept of ‘burden of proof’ are (i) the ‘burden of persuasion’ and (ii) the ‘burden of production of the proof’. In order to fulfil its burden of proof, a party must, therefore, provide the Panel with all relevant evidence that it holds, and, with reference thereto, convince the Panel that the facts it pleads are true, accurate and produce the consequences envisaged by the party. Only when these requirements are complied with has the party fulfilled its burden and has the burden of proof been transferred to the other party’ (CAS 2016/A/4580, para. 91, with further references to CAS 2015/A/309; CAS 2007/A/1380, CAS 2005/A/968 and CAS 2004/A/730).”

131. Accordingly, the Sole Arbitrator concludes that given that Craiova alleges that it validly exercised the unilateral extension clause, it was its burden to prove that such exercise was effectively done under the conditions that the relevant clause established. However, Craiova failed to prove that it notified the Player regarding the exercise of the mentioned unilateral extension clause.
132. Furthermore, the Sole Arbitrator does not leave unnoticed that the unilateral extension clause grants Craiova the right to exercise such option until 30 June 2023, i.e. the last day of the sporting season.
133. Regarding the deadline to exercise a unilateral extension option, the CAS panel in CAS 2013/A/3260 indicated:

“Pursuant to CAS jurisprudence (CAS 2005/A/973), it is generally unreasonable for a club to wait so late (for example until only five days before the start of the transfer-period) before exercising its right to extend an employment contract with a player. The reason for this is understandable, because the club is entitled to inform the player whether or not it would be extending the employment agreement way in advance so that the player can take advantage of the transfer period and look for another club and thus avoid having to find himself unemployed in case the club decides not to extend his employment agreement.”

134. As reference of granting players the possibility to seek for clubs before the expiry of their current employment agreements in order to take advantage of a transfer period and not find themselves unemployed, Article 18 (3) of the RSTP establishes that a “*professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months.*”
135. In consequence, the Sole Arbitrator finds unreasonable that the unilateral extension clause could be exercised by Craiova until the last day of the season, leaving the Player in a disadvantaged position regarding his employment future and remaining at mercy of Craiova in a disproportionately long period of time.
136. In the light of the abovementioned considerations, the Sole Arbitrator concludes that the unilateral extension clause shall be considered as invalid and, consequently, the Employment Agreement between Craiova and the Player ended on 30 June 2023.

b) In a negative case, whether Craiova is liable to pay the Player the amount of EUR 6,500 for the unpaid salary for June 2023.

137. Having concluded that the Employment Agreement ended on 30 June 2023, the remaining dispute between the Parties concerns the outstanding payment of the salary for the month of June 2023. On one hand, the Player argues that the mentioned month remained unpaid by Craiova; while on the other hand, Craiova alleges that the player failed to comply with Craiova’s training schedule.
138. From the Parties’ submissions, the Sole Arbitrator notes that it is undisputed that the June 2023 salary remained unpaid. However, Craiova’s argument for such unpayment is only based on an alleged breach of contract by the Player.
139. However, Craiova failed to submit any evidence of the alleged absence of the Player from the team’s training. Accordingly, pursuant the legal principle of *pacta sunt servanda*, Craiova is liable to comply with its commitment to fulfill the payment of the Player salary of June 2023.
140. For the sake of completeness, given the abovementioned conclusions, the Sole Arbitrator holds that it is not necessary to decide on Craiova’s request for the imposition of sporting sanctions against the Player and Reggiana and he can therefore leave the question open whether or not the Respondents have standing to be sued in this regard.
141. Finally, the Sole Arbitrator holds that the Appealed Decision is confirmed in its entirety.

IX. COSTS

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by U Craiova 1948 SA against the decision rendered on 14 December 2023 by the FIFA Dispute Resolution Chamber is dismissed.
2. The decision rendered on 14 December 2023 by the FIFA Dispute Resolution Chamber is confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 February 2025

THE COURT OF ARBITRATION FOR SPORT

José Juan Pintó Sala

Sole Arbitrator

Alejandro Naranjo Acosta

Ad hoc Clerk