CAS 2021/A/8368 Evgeni Marinov v. Joseph Kamga, Football Federation of Turkmenistan & Kenan Kurteş

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Francesco Macrì, Attorney-at-Law, Piacenza, Italy

in the arbitration between

Evgeni Marinov, Bulgaria

Represented by Mr Georgi Gradev and Mr Marton Kiss, SILA International Lawyers, Sofia, Bulgaria

Appellant

and

Joseph Kamga, Belgium

Represented by Ms Josée Batinde, Attorney-at-Law, Brussels, Belgium

First Respondent

Football Federation of Turkmenistan (FFT), Ashgabat, Turkmenistan

Second Respondent

Kenan Kurteş, Turkey

Third Respondent

I. PARTIES

1. Mr Evgeni Marinov (the "Appellant") is a registered FIFA Match Agent of Bulgarian nationality, domiciled in Bulgaria.

2. Mr Joseph Kamga (the "First Respondent") is a registered FIFA Match Agent of Belgian nationality, domiciled in Belgium.

3. The Football Federation of Turkmenistan (the "Second Respondent" or the "FFT") is the football governing body in the Republic of Turkmenistan. It is a member of *Fédération Internationale de Football Association* (FIFA) and has its headquarters in Ashgabat, Turkmenistan.

4. Mr Kenan Kurteş (the "Third Respondent"**)** is a registered FIFA Match Agent of Turkish nationality, domiciled in Turkey.

5. The three Agents and the FFT are hereinafter jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

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

A. Background Facts

7. On 26 April 2019, the Cameroon Football Federation (the "FECAFOOT") mandated Mr Kamga to organise friendly matches for FECAFOOT's men senior national team in view of its participation to the 2019 Africa's Nations Cup in Egypt *("[…] donnons mandate exclusive a Monsieur Joe Kamga […]"*). Amongst these potential opponents, there was the National team of Turkmenistan.

8. On the same date, the FFT released a "Letter of Authorization" to the Turkish Agency, Rival Tour, and Mr Kurtes to negotiate the conditions of a friendly match against Cameroon to be played on 8 June 2019 in Madrid. In such letter, the FFT reserved its right "*as the only authorised signatory to formally accept or reject the final terms being offered regarding the organisation of the match".*

9. On 8 May 2019, the FFT, allegedly confirmed to Mr Marinov, Mr Kamga and FECAFOOT, that it agreed to participate in that friendly match against the National team of Cameroon.

10. On 15 May 2019, Mr Kamga sent a letter only to the FFT to confirm, as the FECAFOOT's representative, that his client agreed to play a friendly match on the 9 June 2019 *"as per the matches contract signed with the mandated match Agent of*

Turkmenistan and Cameroon FA". Enclosed to this letter, Mr Kamga attached the FECAFOOT's mandate to represent the Federation in the further negotiations.

11. On the same date, Mr Kamga and Mr Marinov concluded and signed a "Match Contrat Cameroon vs Turkmenistan 09.06.2019" (the "Contract").

12. In the Contract's Preamble, the two undersigned agents declared to have been mandated by the relative football Federations: namely, Mr Marinov to "*arrange the match*" on behalf of the FFT; Mr. Kamga "*to arrange the match…and sign any match contract*" on behalf of FECAFOOT.

13. According to Article 2 of the Contract, the following was agreed:

"*ARTICLE 2 – TRANSPORTATION, ACCOMODATION AND TRAINING FACILITIES:*

Each match agent is the only one responsible of fully taking in charge and at his expenses of the full local and international transportation cost, training pitches, hotels, visa of his team (Mr. Kamga for Cameroon delegation and Mr. Marinov for Turkmenistan delegation).

14. Furthermore, according to Article 3 of the Contract ("Other Costs"), the so called "*common costs*" of the match were totally determined in EUR 27,400 and listed as follows: stadium, security, police, referees, ambulances, ball boys, registration FIFA, Spanish FA, match accreditations, communications etc. The parties to the contract agreed that the amount of the costs as determined would be borne by each agent for his Federation 50% each, i.e. EUR 13,700, as follows:

- *"50% no later than the 25 May 2019 by each match agent. The TFF match will make sure that the Cameroon match agent receive all the cost to hi bank account after receiving the invoice.*

- *50% no later than 30 May 2019 by each federation. The TFF match will make sure that the Cameroon match agent receive all the cost to hi bank account after receiving the invoice".*

15. Likewise, as per Article 4 of the Contract the following was agreed:

"ARTICLE 4 CONFIDENTIALITY, ANNULATION & DISPUTE: This contract is confidential between the two parties without time limitation. In case of cancellation of the match for a case of force majeure including, without limitation, war, revolution, riots, attacks, or for any reason beyond the control of the parties, none of party shall be liable to the other for any compensation. In other case, the offending party will reimburse the costs and the damages incurred by the other parties (TFF, FECAFOOT, the Club organise in any, and, The match agent of TFF and FECAFOOT)"

16. On 17 May 2019, Mr Kamga concluded a service agreement with a Belgian company, OPTIIN, for assistance in the organisation of the match. The cost of that service was agreed in EUR 22,900.

17. On 18 May 2019, the FFT sent a letter to the "Organizers of the friendly match" (i.e., Mr Kamga), the FECAFOOT and the Spanish Football Association cancelling its participation in the friendly match, clarifying that: "*Our senior management has reviewed your proposal carefully to ensure that it meets our requirements and possibilities. However, we regret to inform you that we will be unable to take it ahead, because of short time that we have to arrange visa matters and financial inability of the federation to support this trip*".

18. On the same date, Mr Kamga sent a default notice to Mr Marinov and to the FFT, complaining about the sudden annulation of the match and asking them to review their decision. Failure to do so, Mr Kamga warned those counterparties that he would have brought the case before FIFA asking for the due compensation ("*I can already tell that the costs cited will never be less than one million euros. Amount that will be solidarity claim as well to the federation than to the match agent (acting for the federation"*).

19. On 19 May 2019, and in the following days, Mr Kamga, also through his counsel, sent several notices and messages to the FFT and Mr Marinov, asking to reinstate the Contract, however to no avail.

20. On 21 May 2019, Mr Kamga informed OPTIIN that the friendly match between Cameroon and Turkmenistan was cancelled. OPTIIN acknowledge the agent's communication and asked for compensation as agreed in the amount of EUR 24,988.10.

21. On 22 May 2019, Mr Kamga organised an alternative friendly match between the A-national teams of Cameroon and Zambia, which effectively took place in Madrid on 9 June 2019. On the same day, the A-national team of Turkmenistan played a friendly match against the A-national team of Uganda in Abu Dhabi.

22. On 17 March 2021, Mr Kamga's counsel wrote a final notice to Mr Marinov and the FFT claiming for compensation for the cancellation of the match in the amount of EUR 213,560.10: to that date, no settlement was found between those parties.

B. Proceedings before the FIFA Dispute Resolution Chamber

23. On 4 May 2021, Mr Kamga filed a claim against Mr Marinov and the FFT before the FIFA Players' Status Committee (the "PSC"), requesting compensation for the breach of contract corresponding to the total amount of EUR 149,560.10, i.e., the costs and expenses in connection with the signing of the contract (EUR 5,000), the penalty requested by OPTIIN for the premature termination of the contract (EUR 24,988.10), the costs borne for the organisation of the replacing match with Zambia (EUR 83,572), the compensation for the moral damages connected to the suffered loss of

reputation on the football market (EUR 36,000), plus interest of 5% p.a. on the aforementioned amount as of 21 May 2019.

24. On 28 May 2019, the FFT (as the Respondent 2 before FIFA PSC) replied to the claim of Mr Kamga, admitting that it was not in a position to organise and participate to the match against the national A-team of Cameroon due to "the *short time for visa procedures and financial constraints*". However, the FFT stressed that it "*did not enter into any Contract or Agreement with anyone, including the Football Federation of Cameroon*" and submitted that it never granted any mandate to the Mr Marinov; moreover, the letter no. 666, dated 8 May 2019 confirming the match, was false ("*We are sure that this letter is fake*"), thus clarifying "*Evidence of this is that our Federation did not give its consent to the holding of the match, also the signature of the FFT Secretary General, the outgoing number/date of the letter and the name of our Federation (all marked with a marker) are falsified. Moreover, a letter of such content did not come from the TFF at all*". In view of the above, the FFT asked PSC to reject the claim of Mr Kamga as "*groundless and legally unfounded*".

25. On 21 June 2021, Mr Marinov (as the Respondent 1 before FIFA PSC) submitted its Answer, objecting that the Claimant acted as the CEO of the OneGoal Pro company: therefore, only such company was entitled to claim the rights arising from the match contract at stake and Mr Kamga had no standing to sue. Furthermore, Mr Marinov acted as the FFT's agent according to the TFF's confirmation dated 8 May 2019: consequently, the Contract's obligations accrued to the represented party (i.e., the FFT) and the agent had no standing to be sued. Moreover, Mr Marinov stated that the Contract did not contain all the essential elements required to be valid and had to be considered null and void. Finally, that Respondent argued that Mr Kamga failed to provide any evidence of the damages and expenses the second incurred based on the Contract. Therefore, the claim was inadmissible or to be rejected in its entirety as groundless.

26. On 17 August 2021, the FIFA PSC rendered its decision (the "Appealed Decision"), with the following operative part:

> 1. *The claim of the Claimant, Joseph Kamga, is partially accepted.*
>
> 2. *The Respondent 1, Evgeni Marinov, has to pay to the Claimant, the following amount:*
> *- EUR 27,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 4 May 2021 until the date of effective payment.*
>
> 3. *Any further claims of the Claimant are rejected.*
>
> 4. *Full payment (including all applicable interest) shall be made to the bank account set out in the enclosed Bank Account Registration Form.*
>
> 5. *In the event that the amount due, plus interest as established above is not paid by the Respondent within 30 days, as from the notification by the Claimant of*

the relevant bank details to the Respondent, the following consequences shall arise:

1. In the event that the payable amount as per in this decision is still not paid by the end of the aforementioned period, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

6. *The final costs of the proceedings (i) in the amount of CHF 5,000 are to be paid by the Claimant to FIFA and (ii) in the amount of CHF 10,000 are to be paid by the Respondent 1 to FIFA."*

27. On 20 September 2021, the grounds of the Appealed Decision, with amendment in point. 2 of the findings, were communicated to the Parties, providing, *inter alia*, as follows:

- "[…] *the Single Judge of the Players´ Status Committee (hereinafter also referred to as Single Judge) (first) analysed whether he was competent to deal with the case at hand. In this respect, the Single Judge took note that the present matter was presented to FIFA on 4 May 2021 and submitted for decision on 17 August 2021. Taking into account the wording of art. 21 of the January 2021 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: the Procedural Rules), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.*

- *Subsequently, the Single Judge referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 22 par. 1 of the Match Agent Regulations (edition March 2003) (hereinafter: the Match Agent Regulations), the Players´ Status Committee is competent to deal with the matter at stake, which concerns a contractual-related dispute with an international dimension between a Belgian match agent, a Bulgarian match agent and a member association of FIFA […] considering that the present claim was lodged on 4 May 2021, the March 2003 edition of said regulations (hereinafter: the Regulations) are applicable to the matter […].*

- *The Single Judge […] took note of the fact that the parties strongly dispute whether the Claimant and Respondent 1 and Respondent 2 had in fact concluded a valid match contract on 15 May 2019*

- *Therefore, the Single Judge acknowledged that it its task was to determine if the contract was valid in the case at hand. To this end, the Single Judge recalled that the Respondent 1 holds that such contract was invalid, and the Respondent 2 sustained that they did not enter into any match contract related.*

- *Firstly, the Single Judge took particular note of the argumentation of the Respondent 2. The Single Judge recalled that accordingly to the contract's*

preamble, the Respondent had been granted a mandate by the Respondent 2. Therefore, the Single Judge concluded that the Respondent 2 was not a party to the contract. Consequently, the Single Judge decided that the Respondent 2 has no standing to be sued in these proceedings.

- *In continuation, the Single Judge focused the attention on the Respondent 1´s request. The Single Judge carefully analysed the contents of the contract concluded between the Claimant and the Respondent 1 and decided that it included all the essentialia negotii of a contract to be considered validly concluded and, hence, it was binding upon the Claimant and the Respondent 1.*

- *In this respect, the Single Judge wished to highlight that the contract is in line with the requirements established by the Match Agent Regulations, in particular, the Single Judge observed that the parties beforehand agreed in articles 3 and 4 of the contract upon an amount of compensation payable in the event of breach of contract ("the offending party will reimburse the costs and the damages incurred by the other parties" "the cost of the match will be as follow: 27,400.00€").*

- *Consequently, the Single Judge remarked that a valid match contract was concluded between the Claimant and the Respondent 1. Therefore, the Single Judge decided that the Claimant has standing to sue and the Respondent 1 has standing to be sued in the present proceedings. […]*

- *[…] The Single Judge recalled that on 18 May 2019, the Respondent 2 sent a letter to the Claimant and the FECAFOOT, cancelling its participation "because of short time that we have to arrange visa matters and financial inability of the federation to support this trip".*

- *However, the Single Judge observed that according to article 2 of the contract, the Respondent 1 was the only responsible for the transportation, accommodation and visa of the Respondent 2 ("the only responsible of fully taking in charge and at his expenses of the full local and international transportation cost, training pitches, hotels, visa of his team". […]*

- *[…] the Claimant tried to find an amicable agreement with the Respondent 1 in order to play the match. Indeed, the Single Judge highlighted that during the extensive exchange of communications between the parties, the Respondent 1 affirmed to the Claimant the following: "Lets cancel everything. Sorry. The problem is that we give them financial conditions very late". In this context, the Claimant replied that "if I have to pay from py [sic] my pocket. Then I do. Because for my reputation this cancellation is very bad. I don't care about going to FIFA. I want this match".*

- *Subsequently, the Single Judge noted that the Respondent 1 did not object to the cancellation of the match, but contested the amount claimed […].*

- *[…] the Single Judge observed that, at the case at stake, the Respondent 1 has brought only one piece of evidence before the Players' Status Committee, which did only demonstrate that on 9 June 2019, FECAFOOT played a match against FAZ in Madrid (Spain). In this respect, the Single Judge was however of the opinion that such evidence is not sufficient to prove a situation entitling the Respondent 1 to unilaterally terminate the contract.*

- *Therefore, the Single Judge decided that the Respondent 1 had breached the contract without valid reasons and therefore bear the consequences that follow.*

- *[…] the Claimant lodged a claim before FIFA, by means of which he requested the payment of the total amount of EUR 149,569.10 as the compensation for the breach of contract.*

- *The Claimant requested the payment of a compensation, including consequential damages in connection with the cancellation of the Match (hereinafter: the Consequential Damages), such as:*

  i. The payment of EUR 5,000 as compensation for the costs and expenses incurred by the
  ii. the payment of EUR 24,988.10 as compensation for the premature termination of the service agreement with OPTIIN;
  iii. the amount of EUR 83,572 as compensation for the costs of the friendly match against FAZ (the replacement match); as well as,
  iv. the payment of EUR 36,000 as compensation for the reputational and moral damages.

- *After having analysed the respective request for consequential damages, the Single Judge outlined that the Claimant has failed to meet the burden of proof in this respect before the Players' Status Committee, as the documentary evidence submitted by the Claimant was – in the opinion of the Single Judge – not sufficient to establish that the Claimant was indeed effectively suffered these damages and was therefore entitled to the claimed amounts). […]*

- *The Single Judge wished to highlight that the arguments raised by the Respondent 1 cannot be considered a valid reason for non-payment. The Single Judge stressed that the reasons brought forward by the Respondent 1 in its defence do not exempt him from its obligation to fulfil its contractual obligations towards the Claimant.*

- *On account of the abovementioned considerations and in view of the specific circumstances of this case, Mr Marinov should pay to Mr Kamga compensation for breach of contract in the total amount of EUR 27,000, which is to be considered a reasonable and justified amount in the case at hand.*

- *Furthermore, taking into consideration the Claimant's request as well as the constant practice of Players' Status Committee, the Single Judge decided to award the Claimant interest at the rate of 5% p.a. on the amount of EUR 27,000 as from the date of claim, i.e. 4 May 2021, until the date of effective payment".*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 1 October 2021, Mr Marinov filed a Statement of Appeal with the Court of Arbitration for Sport ("CAS") against the Appealed Decision, in accordance with Articles R47 and R48 of the 2021 edition of the CAS Code of Sports-related Arbitration (the "CAS Code"). In his submissions, the Appellant asked to appoint a Sole Arbitrator and requested a stay of the deadline to file its Appeal Brief until the Sole Arbitrator had ruled on the admissibility of the request for disclosure of several documents from the three Respondents. Moreover, the Appellant choose English as the language of the proceedings.

29. On 11 October 2021, the FFT filed a letter to the CAS Court Office stating that the decision had to be upheld and attaching the correspondence previously submitted before the FIFA PSC. On the same date, Mr Kurteş filed a letter to the CAS Court Office asking to be excluded as a party of the procedure since he did not take part in the proceedings before the FIFA PSC; moreover, Mr Kurteş stated that he had no contractual or similar relationship with Mr Marinov that could somehow legitimate a claim against him.

30. On 11 October 2021, the Appellant informed the CAS Court Office that he maintained the appeal against Mr Kurteş, insisting in his previously detailed requests.

31. On 18 October 2021, FIFA informed the CAS Court Office that it renounced intervening in the ongoing proceedings between the Club and the Player.

32. On 5 November 2021, the CAS Court Office informed the Parties that the time limit to file the Appeal Brief was suspended, as requested by the Appellant and not objected by the Respondents, until the Panel/Sole Arbitrator, once constituted, would have issued a decision on the request for production of documents previously submitted by the Appellant.

33. On 18 January 2022, the FFT filed a second letter, with annexes, to the CAS Court Office, by which it asked to dismiss the Appeal as groundless and legally unfounded.

34. On 28 January 2022, the CAS Court Office informed the Parties that the First Respondent, despite the Appellant's request, was not interested in submitting the matter to CAS mediation: therefore, the Parties were informed that the arbitration procedure would have been implemented under the applicable CAS Code rules.

35. On 7 March 2022, in accordance with Article R54 CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Arbitral Tribunal appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Mr Francesco Macrì, Attorney-at-Law in Piacenza, Italy

36. On 16 March 2022, the CAS Court Office informed the Parties that the Appellant's requests for production of documents was denied regarding those towards the Second and the Third Respondent. Moreover, before ruling on the request towards the First

Respondent, the Sole Arbitrator asked FIFA to provide the entire case file if the documents therein contained could be satisfactory for the Appellant.

37. On 30 March 2022, FIFA provided the CAS Court Office with the case file. Still, on 31 March 2022, the Appellant maintained its position, stating that the requested evidence was not contained therein.

38. On 21 April 2022, the CAS Court Office informed the Parties that the Sole Arbitrator considered that the evidence contained in the FIFA file attested to certain costs incurred by Mr Kamga and that, at that stage of the proceedings, the Appellant still had the duty to clarify with his Appeal Brief which costs and damages claimed by the First Respondent should have been considered unfounded or inadmissible. In light of that decision, the Appellant was invited to file his Appeal Brief within the granted deadline.

39. On 13 May 2022, the Appellant filed its Appeal Brief in accordance with Article R51 CAS Code

40. On 30 May 2022, the Second Respondent filed a letter that was considered as its Answer in accordance with Article R55 CAS Code.

41. On 1 June 2022, the Third Respondent filed its Answer in accordance with Article R55 CAS Code. With the same communication, that party questioned the validity of the Power of Attorney provided by the Appellant's Counsel at the beginning of the proceedings and requested to be removed from the procedure as he did not consider himself a party to the proceedings. On the same date, the Appellant's counsel replied that he had full power to represent him before CAS and that he maintained his requests for relief towards the Third Respondent.

42. On 13 June 2022, the Appellant challenged the admissibility of the Answers filed by the Second and the Third Respondent as they were neither submitted by courier, nor uploaded on the CAS E-filing platform. Furthermore, the Appellant informed the CAS Court Office that he prefers the Sole Arbitrator to issue an award based solely on the Parties' written submissions.

43. On 25 June 2022, the First Respondent filed its Answer in accordance with Article R55 CAS Code, within the extended time limit.

44. On 8 July 2022, within the granted time limit, the Appellant confirmed that he deemed a hearing unnecessary while the other Parties failed to communicate their positions.

45. On 4 August 2022, the CAS Court Office informed the Parties that the Sole Arbitrator deemed himself sufficiently well-informed to decide the case based solely on the Parties' written submissions. With the same communication, the Parties were provided with the Order of Procedure, duly signed and returned by the Appellant on the same date. Later, on 12 and 18 August 2022, the Third and the First Respondent provided the CAS Court office with a copy of that Order of Procedure duly signed. The Second Respondent failed to provide its signed copy despite the granted time limit.

46. The Sole Arbitrator confirms that he carefully heard and considered in his decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been summarised or referred to in the present arbitral award.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

A. The Appellant

47. The Appellant's submissions, in essence, may be summarised as follows:

As to the First Respondent's standing to sue

- Mr Kamga signed the Contract at stake as the CEO of the Belgian company, Onegoalpro, and indeed FECAFOOT mandated the First Respondent, as a representative of the OneGoal company, to organise friendly matches for its men's senior national team. Therefore, Mr Kamga did not act in his name and on his behalf rather as the CEO of Onegoalpro.

- In this regard, on 15 May 2019, the First Respondent sent to the FFT a confirmation of the Cameroon's national team participation in the friendly match on Onegoalpro's letterhead. The Contract was signed and stamped by that company on behalf of FECAFOOT. Therefore, the First Respondent once again recognised that he was not acting in his personal capacity, rather as the representative of OneGoalpro.

- According to Swiss Law, only the holder of the right is entitled to claim it before the judicial bodies in charge, and the appointed Sole Arbitrator must address the lack of standing to sue *ex officio*. Consequently, according to Article 32.1 of the Swiss Code of Obligations (the "SCO"), only the represented party of the Contract, i.e., FECAFOOT, could claim the rights arising from such agreement.

As to the Appellant's standing to be sued

- The Appellant acted as a direct representative of the FFT: thus, according to Article 32 of the SCO and some CAS jurisprudence (CAS 2012/A/2985; CAS 2004/A/568), the FFT, by the mandated relationship with its agent, is the only party entitled to be sued.

- FFT instructed the Third Respondent to verify the feasibility of organising a friendly match between the national teams of Turkmenistan and Cameroon on 8 June 2019 in Madrid. Accordingly, the Third Respondent received a formal letter of assignment from FFT dated 26 April 2019 by which he should diligently carry out the appointed task, i.e. the organisation of the said match.

- The Third Respondent also involved his assistant, Mr Haciyev, in fulfilling the mandate. The latter, in turn, asked the Appellant for his assistance. Hence, the Appellant negotiated in good faith with the First Respondent the terms and

conditions of the match according to the communications of the FFT received each time through Mr Haciyev.

- The Appellant received from Mr Haciyev the FFT's confirmation letter no 666, dated 8 May 2019, and therefore had no reason to question its genuineness. Likewise, the representative of Rival Tour confirmed that this letter came from the FFT: therefore, any forgery of the signature does not concern the Appellant, who has no liability in this respect.

- The Appellant, relying on Mr Haciyev's position as a representative of TFF, concluded a First match contract signed and sealed only by the Second Respondent. Afterwards, a Second contract (i.e., the Contract) was drawn up, nearly identical to the first one, where, as the sole variation, the necessary costs for the organisation of the match were detailed. Accordingly, the Appellant, having also considered the signature affixed by the Second Respondent to the first contract, believed that he still was fully entitled to sign the second agreement in the name and on behalf of the FFT.

- After receiving the First Respondent's request to conclude the contract, the FFT could examine confirmation letter no. 666 dated 8 May 2019, but it did not immediately challenge the signature's forgery. It was only during the proceedings before FIFA that the Second Respondent contested the veracity of the letter, being late and estopped from doing so.

- In any event, it is undoubtful that, given the chain of messages and letters exchanged with Mr Haciyev, the Appellant was fully entitled to consider himself as the agent of the Second Respondent, on which alone the effects of the Contract must rest.

- Given the above, it was evident that the Appellant was authorised to conclude the Contract on behalf of the Second Respondent, and it was clear to all the parties involved, that he signed that contract as "the TFF Match Agent Mandated". Moreover, when the FFT sent the cancellation letter on 18 May 2019, it had been aware of the Contract signed by the two agents but did not immediately challenge its effectiveness. According to some CAS jurisprudence, the Second Respondent fell in a hypothesis of passive ratification of the contract at stake: *"the Panel finds that no active ratification was required, but that the passive or tacit ratification of the Draft Employment Contract by the Club sufficed*" (CAS 2016/A/4489).

- Even the First Respondent filed his claim before FIFA jointly towards the Appellant and the Second Respondent, acknowledging the existence of the mandate relationship between the agent and the FFT. Consequently, the rights and the obligations arising from the Contract shall accrue directly to the Second Respondent, not the Appellant.

As to the Third Respondent's standing to be sued

- The Third Respondent is held liable for the dispute between the Parties. Firstly, he may not have acted in good faith by providing the confirmation letter with a signature contested as forged by the Second Respondent; secondly, for having created for the Appellant the legitimate expectation of being the official agent of the FFT for the organisation of the friendly match.

- In this regard, the Appellant was prevented from dragging the Third Respondent in the proceedings before the PSC, as the applicable FIFA Procedural Rules did not provide.

- Thus, the Third Respondent has the standing to be sued and to provide his position concerning the alleged facts, according to some CAS jurisprudence (2018/A/5693 and CAS 2017/A/5494).

As to the amount of damages liquidated in the Appealed Decision

- The Single Judge of the FIFA PSC dismissed the entire First Respondent's request for damages, and no other costs were claimed in connection with the Contract. Therefore, the Appealed Decision ruled *ultra petita* by granting the First Respondent EUR 27,000 for costs he never incurred or asked for.

- Moreover, since the First Respondent did not file any appeal towards the Single Judge's decision, this became *res judicata*, and the First Respondent is prevented from claiming further costs and damages.

- Although the match between FFT and FECAFOOT was not held, the First Respondent mitigated his costs and damages, if any, by organising the match between the Cameroon and Zambia National Teams on the same scheduled date, i.e., 9 June 2019. Therefore, the First Respondent could not claim any other amounts concerning the match agreed with the Appellant.

- Moreover, between the time when the Parties exchanged the signed Contract and the FFT's communication of the cancellation of the match, barely more than an hour elapsed: therefore, the First Respondent could not have sustained relevant costs or incurred damages in this very narrow timeframe.

- Lastly, according to Article 3 of the Contract, the Match's costs were split in equal shares between four parties: the Appellant, the First Respondent, the FFT and the FECAFOOT, i.e., 1/4 each. The First Respondent and the Appellant had to cover the first half of the costs by 25 May 2019, while FFT and FECAFOOT had to pay the second half of the expense by 30 May 2019. Given that FFT terminated the Second Match Contract on 18 May 2019, neither of the four parties incurred any costs. Therefore, no reimbursement of expenses is due to the First Respondent.

- In the worst-case scenario, the First Respondent is entitled to claim from the Appellant only 1/4 of EUR 27,000, which was his agreed share of the costs, i.e. EUR 6,750, provided that he could prove such expenses.

48. On this basis, the Appellant submits the following prayers for relief in its Appeal Brief:

> " *Primarily*
>
> 1. *Annul the decision issued by the Single Judge of the Players' Status Committee on August 17, 2021, except point 3 of the operative part.*
>
> *Alternatively, only if the above under item no. 1 is rejected*
>
> 2. *Annul point 2 of the operative part of the decision issued by the Single Judge of the Players' Status Committee on August 17, 2021, and issue a new decision with the following terms:*
>
> *The Appellant has to pay the First Respondent EUR 5,000 or any other amount lower than EUR 27,000 determined at the Sole Arbitrator's discretion, plus 5% interest p.a. as of May 4, 2021, until the payment date.*
>
> *In any event*
>
> 3. *Confirm point 3 of the operative part of the decision issued by the Single Judge of the Players' Status Committee on August 17, 2021.*
>
> 4. *Order the First Respondent to bear all costs incurred with the present procedure.*
>
> 5. *Order the First Respondent to pay the Appellant a contribution towards his legal and other costs in an amount to be determined at the Sole Arbitrator's discretion.*"

B. The First Respondent

49. The submissions of the First Respondent may be summarised as follows:

- The Appellant contacted the First Respondent to organise a match between the National A Teams of Cameroon and Turkmenistan; after several negotiations, the two agents, as of 15 May 2019, found an agreement on the main conditions of the organisation of said match, including the costs that were missing in the first draft of the Contract.

- On 17 May 2019, the Parties signed the Contract; shortly after, the First Respondent stipulated an agreement with a Belgian company, i.e. OPTIIN, for the provision of the services related to the match.

- After the cancellation of the match between the two national teams, the First Respondent had to face huge financial consequences of that early termination and was forced to cancel the contract with OPTIIN.

- The First Respondent rightly sued the Appellant since the Contract was stipulated between the "two FIFA Agents", as stated in the document's preamble. Other following provisions of the Contract confirm that the two agents were personally committed to performing their obligations. Furthermore, the Appellant does not mention or indicate whether he acted as a mere agent of the Federation of Turkmenistan. Rather, he acted personally, and he is bound to the undersigned obligations.

- The Appellant shall pay the due compensation to the First Respondent, which corresponds to the cost of the match, i.e., EUR 27,400, plus the procedural costs determined by the FIFA PSC as EUR 5,000, and the legal expenses in the amount of EUR 10,000.

50. On this basis, the First Respondent did not submit any separate prayers for relief in his Answer. Still, the Sole Arbitrator acknowledges that the First Respondent holds that the Appellant had/has the standing to be sued, a valid contract was stipulated between the two Agents, and the Appellant terminated the Contract without just cause. Therefore, the Appellant is required to pay to the First Respondent a due amount, calculated as follows: EUR 27,400 as compensation; EUR 5,000 as procedural costs liquidated by the Single Judge of FIFA's PSC and to be borne by the First Respondent; EUR 10,000 as the legal fees of these proceedings.

C. The Second Respondent

51. The submissions of the Second Respondent may be summarised as follows:

- FFT sent several letters to the CAS, and amongst them, the notice dated 30 May 2022 has to be considered as the Second Respondent's Answer, and reference will be made to its content.

- The Second Respondent holds to having mandated Mr Kenan Kurtes as the sole authorised Agent to verify the feasibility of organising a friendly match against the Cameroon national team. However, such an agent did not have, and was never given, the power to conclude contracts in the name and on behalf of FFT and thus to bind the Federation to any agreed obligations therein.

- After Mr Kurtes' letter of appointment, dated 26 April 2019, FFT sent only one more note, dated 18 May 2019, informing that it would not participate in the friendly match with Cameroon due to the limited time to prepare for the event and the Federation's limited financial resources

- Save for these two notices, no other letter was issued by the FFT, particularly the one dated 8 May 2019, mandating the Appellant to enter into a contract with the First Respondent.

- Not only was that appointment never conferred by the Second Respondent, but even more, the letter dated 8 May 2019 contains the forged signature of the General Secretary of the Federation as well as the wrong name of the Federation itself, which corroborates the total unreliability of such document.

52. On this basis, the Second Respondent did not submit any separate prayers for relief in his Answer. Still, the Sole Arbitrator acknowledges that the Second Respondent holds that it has no standing to be sued, and the Appealed Decision shall be upheld in its regard.

D. The Third Respondent

53. The submissions of the Third Respondent may be summarised as follows:

- As a preliminary point, Mr Kurteş challenges the effectiveness of a power of attorney issued by the Appellant in favour of his counsel as limited before the Courts of Bulgaria as well as the Appellant himself is not adequately identified in such document.

- As to the merits, the Third Respondent holds that he has no standing to be sued in these proceedings as he has not been called as a party during the proceedings before the FIFA PSC.

On this basis, the Third Respondent, in essence, holds that the appeal shall be rejected and the Appealed Decision is confirmed.

V. JURISDICTION

54. The jurisdiction of CAS, which is not disputed, derives from Article 58(1) FIFA Statutes (2020 Edition), as it determines that "[a]*ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*", and Article R47 CAS Code. The jurisdiction of CAS is not contested and is further confirmed by the Order of Procedure duly signed by the Parties, except the Second Respondent.

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

VI. ADMISSIBILITY

56. The grounds of the Appealed Decision were notified by FIFA to the Parties on 20 September 2021, and the Statement of Appeal was filed within the deadline set by Article 58 (1) FIFA Statutes, i.e., on 1 October 2021. The Appeal Brief complied with all other Article R51 CAS Code requirements, including the CAS Court Office fee payment.

57. It follows that the appeal is admissible.

VII. APPLICABLE LAW

58. The Appellant submits that, in accordance with Article R58 CAS Code, the Panel shall decide the dispute according to the FIFA regulations, including the Match Agents Regulations (2003 Edition) ("MAR") and Swiss law.

59. Article R58 CAS Code provides as follows:

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

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

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

61. Article 22.1 of the FIFA Match Agents Regulations provides as follows:

"In the event of a dispute between a match agent and a national association, a club and/or another match agent, the complaint shall be submitted to the FIFA Players' Status Committee for consideration and resolution".

62. Furthermore, Article 4.2 of the Match Contract between the Appellant and the First Respondent (Confidentiality, Annulation & Dispute), dated 15 May 2019, briefly provides as follows: "*This contract is governed by FIFA*", by which the Sole Arbitrator finds that the Parties mutually agreed to apply the FIFA Regulations to their contractual relationship.

63. In view of the Parties' choice to refer their dispute to "*FIFA*", the Sole Arbitrator finds that the Parties accepted the applicability of Article 57(2) FIFA Statutes. In accordance with this provision, the regulations of FIFA are primarily applicable (as to the date when the claim was lodged, the January 2021 edition of the FIFA Rules Governing the Procedures of the Player's Status Committee and the Dispute Resolution Chamber (the "Procedural Rules") applies; if necessary, additionally, Swiss Law.

VIII. MERITS

A. The Main Issues

64. The main issues to be resolved by the Sole Arbitrator are:

i. Which parties are bound by the obligations arising from the Contract?
ii. Was there just cause to terminate the Contract prematurely?
iii. If not, what are the consequences thereof?

i. Which parties are bound by the obligations arising from the Contract?

65. The Sole Arbitrator observes that the Parties strongly dispute which of them is entitled to claim the rights deriving from the Contract and which is obliged to abide by the same contractual covenants. It follows that, in principle, the Sole Arbitrator is called upon to ascertain which party has standing to sue and which other parties have standing to be sued. As consistently stated in the jurisprudence of the CAS and the SFT, the question of standing is a matter of substantive law and pertains to the merits of the case and not to jurisdiction (see *ex plurimis* SFT, 4A_562/2015).

66. These issues will therefore be addressed in turn

As to the First Respondent standing to sue

67. The Appellant alleges that the First Respondent is not the holder of the substantial rights arising from the Contract; therefore, he had no standing to sue him before FIFA.

68. Although the First Respondent is a licensed FIFA Match Agent, this must be noted: *i)* FECAFOOT mandated him as "*Monsieur Joe Kamga, de l'enterprise ONEGOAL PRO"*, *ii)* he issued the confirmation of the Cameroon's National Team through communication on ONEGOALPRO's letterhead, *iii)* he signed the Contract as "the CEO of ONEGOALPRO" Agency, based in Brussels. According to Article 32.1 of the SCO, the rights and obligations arising from the Contract shall accrue to the said Company and not to the agent. Thus, his request for relief towards the Appellant shall be declared inadmissible.

69. Regarding the Agents' activity, the MAR provide as follows:

"I. Principles - Article 2:

Agents who arrange matches between teams belonging to different confederations must be in possession of a licence issued by FIFA;

II. FIFA Licence - Article 4.1:

Only a natural person may apply for a licence. Applications from companies or clubs are not permitted;

III. Rights and duties inherent in the FIFA licence – Article 13:

The FIFA licence to arrange matches confers upon the holder the exclusive right to arrange friendly matches or tournaments between national teams or clubs from different confederations".

70. According to this framework, the Sole Arbitrator finds that the Contract was negotiated and signed by the two Agents as the only licensed persons to arrange the match between the two national teams and, consequently, being the exclusive holders of the rights and obligations arising from such a contract (no matter the ratification of their services by their relevant Federations, which issue will be addressed hereinafter). It follows that, regardless of the corporate position held by the First Respondent at his company, he was legitimate to bring an action personally before the FIFA bodies against the Appellant to claim his rights.

71. The Sole Arbitrator finds that being a licensed FIFA Match Agent himself, the Appellant was in a position to understand, together with his counterpart, that they were personally committed to perform the detailed services provided for in the Contract, as stated in Article 2*: "Each match agent is the only one responsible of fully taking in charge and at his expenses of the full local and international transportation cost, training pitches, hotels, visa of his team (Mr Kamga for Cameroon delegation and Mr Evgeni Marinov for Turkmenistan delegation)"*. It would have been at the least unusual for the Parties to undertake the obligations as now detailed in person and conversely be unable to exercise rights from their services equally.

72. Further to the above, the abovementioned Regulations provided that the license cannot be assigned to companies or clubs. Therefore, those entities cannot legitimately stipulate agency agreements or exercise the rights *in lieu* of licensed agents.

73. This having stated, the Sole Arbitrator finds that the First Respondent has the standing to claim his rights arising from the Contract, if due.

As to the Second Respondent's standing to be sued

74. The Sole Arbitrator points out that the Contract dated 15 May 2019 was concluded and signed only by the two agents, Mr Marinov and Mr Kamga, where the Appellant was mandated by the Second Respondent to "*arrange the match on their behalf*", the First Respondent was mandated by the CFF to "*arrange the match on their behalf and sign any match contract*".

75. Moreover, based on the following contractual agreements, the Agents were the only parties in charge of the organisation of the match and solely obliged, each on their respective Federation's behalf, to bear the estimated and detailed costs under Article 3 of the Contract.

76. Before signing the abovementioned contract, on 26 April 2019, the First Respondent received a clear mandate by the FECAFOOT to organise the match on its behalf: "[…] *Donnons mandate exclusive a Monsieur Joe Kamga, de l'entreprise ONEGOAL PRO, pour organiser des matchs amicaux* […]". On 18 May 2019, by that mandate, the First Respondent stated that the Cameroon A-National Team agreed to play as friendly match against the Turkmenistan National Team as per the contract signed between the two agents and attached its mandate from FECAFOOT.

77. For its part, through a communication dated 26 April 2019, no. 666 ("Letter of Authorization"), the Second Respondent granted RIVAL Tour Agency and Mr Kenan Kurteş a mandate to negotiate and agree to the terms and the details of a proposed friendly match against the Cameroon A-National team to be played on 8 June 2019. By the same letter, the Second Respondent made it clear that he intended to reserve "*its right as the only authorised signatory to formally accept or reject the final terms being offered regarding the organisation of the match*".

78. By the following communication dated 18 May 2019, no. 723, the Second Respondent informed the organisers of the match, the FECAFOOT and the Spanish Football Association that it could not positively welcome the proposed match, given the short timeframe for arranging the visas and the Federation's limited financial resources.

79. The Second Respondent strongly contends that it never drafted and signed the letter dated 8 May 2019, no. 666 ("Confirmation of friendly match against Cameroon on 8.06.2019 in Madrid") and that, therefore, such document is forged and not binding on the FFT. In addition, the Sole Arbitrator notes that the Second Respondent never signed the documents attached to the First Respondent's email, dated 17 May 2019, to obtain the FIFA authorisation to hold the match and that it only signed (or, otherwise, any objection was raised in that regard) a first draft of the match contract, which was later modified almost entirely by the two agents.

80. Having stated the above, the Sole Arbitrator remarks that the Contract at stake is solely signed by the two Agents, who accordingly undertook all the responsibilities for their activities to the extent of what they have indicated in that document.

81. Therefore, irrespective of whether the Second Respondent mandated the Appellant to organise the match, the latter was not authorised to conclude any contract by which the FFT shall be bound: the understanding of the FFT is unequivocal: the organisation of the match is one, and the signing of the final contract is a different issue, which has never been mandated.

82. This finding is consistent with the submissions of the Second Respondent from the very beginning of the negotiations, where the Second Respondent had expressly clarified that only the FFT's representatives could have signed any contract to hold the match. The Sole Arbitrator finds that this understanding is in line with Article 18.1 of the SCO, that reads: "*When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expression or designations they must have used either in error or by way of disguising the true nature of the agreement*".

83. Such explicit determination has never been amended or revoked by the Second Respondent and, in this respect, even the content of the notice of 18 May 2019, whereby the proposal for a friendly match was rejected, must be interpreted in accordance with the expressed intention, where the FFT General Secretary clearly states that he only assessed the proposal but did not accept it.

84. The Second Respondent has always retained the power to either approve or decline the match and has never authorised anyone to sign on his behalf. Instead, the Sole Arbitrator finds that the Appellant exceeded his power of representing the Second Respondent in the matter at stake if he never had that power.

85. Moreover, it must be noted that even the Appellant was aware that he was not empowered to conclude the Contract on behalf of the FFT. By the messages exchanged with the First Respondent on 18 May 2019, shortly after the match's cancellation, the Appellant acknowledged that he had been late in submitting the costs agreed upon in the contract for final approval and that, therefore, the FFT had waived this offer; in this regard, he communicated to Mr Kamga: "*The problem is that we give them financial conditions very late*".

86. The Sole Arbitrator acknowledges that, on 8 May 2019, the Appellant, urged right before by the First Respondent ("*I need this urgent today*"), sent the "Confirmation of a friendly match", allegedly signed by the General Secretary of the FFT where this was declared: "*This is to confirm that in accordance with the mandate that we are delivering to our FIFA Match Agent, we agree to play an international friendly match vs the A-National Team of Cameroon on the 9.06.2019 (18:00) in Spain".* Nevertheless, this evidence is not decisive in favour of the Appellant's argument.

87. The Second Respondent states that such letter is forged and does not correspond in its letterhead, protocol number and the Secretary General's signature to the communication template that the FFT used for the other two attached communications dated 26.04.2019 and 18.05.2019.

88. The Sole Arbitrator, having examined the abovementioned letter, holds more than a doubt about its genuineness, whereas the Secretary General's signature is different from the other ones affixed on the abovementioned notices from the FFT and the protocol number ("no. 666") is unvaried from the earlier communication dated 26 April 2019 (still no. 666).

89. The Second Respondent objected to the genuineness of that alleged mandate, either before FIFA or in this case. Still, the Appellant failed to provide convincing evidence of the authenticity of this document, which is the only one that could somehow support his allegation of having acted as an Agent of the FFT. In this regard, it is worth noting that, both according to Article 8 of the Swiss Civil Code (the "SCC"), and a well-established CAS jurisprudence, it's up to the party to "prove the facts upon which it relies to claim its right" (in CAS 2020/A/6796 this was stated: " *The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence").* The Sole Arbitrator finds that there is inadequate evidence of the trustworthiness of the above document.

90. For the sake of completeness, even if the FFT had indeed issued such a notice, its content does not allow the Sole Arbitrator to state, contrary to the Appellant's

position, that there was at least any tacit ratification of the mandate by the Second Respondent in favour of the Appellant, or that it represents an amendment to the previous authorisation delivered by FFT on 26 April 2019.

91. The letter only confirms that the Second Respondent agreed to play the friendly match, but there is no evidence that it agreed to the proposed costs of the match. As submitted by the Appellant itself (see para. 137 of the Appeal Brief), the Contract was concluded by the two Agents at 1:29 pm on 18 May 2019, and shortly after, at 2:52 pm, the FFT issued the Cancellation letter. Clearly, the Second Respondent never ratified the Appellant's actions in this regard.

92. Lastly, contrary to the Appellant's position, even the "First Match Contract", as denominated in the Appeal Brief, cannot constitute an implicit indication of the Second Respondent's intent.

93. As to this document, it is evident that it was not considered adequate even by FECAFOOT's agent, i.e. the First Respondent. Indeed, according to the chain of messages between the two agents on 17 May 2019, the First Respondent urges the mailing of the undersigned contract by FFT ("*Cameroon FA is closing; I'm wai(g)ting; I need the match contract*"), and the Appellant then returns the First Contract (arguably undersigned). The First Respondent replies with surprise and open refusal ("*What is this? Call me urgent*") and the Appellant commits to returning the Second Contract within the following 30 minutes, which was then sent at 19:44. Therefore, also the First Contract cannot have any enforceability since it was not accepted and then immediately replaced.

94. Given the above, the Second Respondent cannot be found liable to abide by the obligations agreed upon between the two agents and outlined in the Contract dated 15 May 2019. Therefore, the Second Respondent does not have the standing to be sued by either the Appellant or the First Respondent.

As to the Third Respondent's standing to be sued.

95. The Appellant argues that the Third Respondent is liable for misleading him into creating the expectation that he was mandated as the agent of the Second Respondent.

96. The Appellant claims that Article 9 of FIFA Procedural Rules did not allow him to summon the Third Respondent before the Single Judge, but he can now summon the Third Respondent before the CAS so that the latter could provide his position on the background of the circumstances underpinning the issuing of the challenged letter of the Second Respondent, dated 8 May 2019, i.e., the FFT's mandate. Eventually, the Appellant argues that he intends to file a new claim against the Third Respondent for damages with the FIFA bodies.

97. In this regard, the Sole Arbitrator stresses that, in principle, the CAS has the identical adjudicatory powers as the previous instance, according to Article 57.1 of the Code. It is undisputed that the claim filed with FIFA concerned the reimbursement of costs and compensation for damages that the First Respondent suffered as a consequence of the Appellant's breach of his obligations under the Contract of 15 May 2019. It is likewise uncontested that the Third Respondent was not a Party to that Contract.

98. Under Swiss law, the parties must define the scope of their dispute through their requests and factual allegations. This applies where the determination of the dispute by the parties is referred to as the *principe de disposition* (Dispositionsgrundsatz) and opposed to the *maxime d'office* (Offizialgrundsatz). The "Dispositionsgrundsatz" is the prevailing principle in civil disputes and is rooted in the principle of party autonomy, which grants the parties the substantive right and power to control the proceedings. If the parties are free to dispose of their claims, then they must also have the autonomy to determine the dispute that shall be submitted for adjudication (CAS 2018/A/5693-5694).

99. According to the FIFA Procedural Rules, i.e. Article 9.1, the First Respondent determined who were the Respondents in the proceedings before PSC, and he did not involve the Third Respondent in that case. Therefore, the Single Judge of the PSC could rule solely on the First Respondent's claims regarding the alleged breaches of the counterparties mentioned in the Contract.

100. Therefore, if FIFA was not entitled to issue a decision against the Third Respondent, since he was not a party in those proceedings, so is the CAS.

101. The Sole Arbitrator finds that the subject of the proceedings before FIFA was different from the Appellant's request for relief towards the Third Respondent. The Appellant's claim stands on the Third Respondent's breach of their exclusive agreements (i.e., the procurement of the FFT mandate) and the resulting due compensation ("*The Appellant intends to file an independent claim against the Third Respondent for damages with FIFA*", see para 11 of the Appeal Brief). The Sole Arbitrator finds that this is out of the scope of the present proceedings.

102. In this regard, the Sole Arbitrator's power to review the Appealed Decision cannot be wider than the one of the judicial body that issued such decision: "*Overall, the CAS Panels enjoy, in their capacity as appellate bodies, the same discretion as the previous instance. This means that some CAS Panels may freely use their power and substitute their appreciation to the previous instances (even without considering that this was manifestly erroneous), while other CAS Panels may be more deferent. Both possibilities are possible under the de novo character of review based on Article R57 CAS Code. Moreover, the different possibilities of the Panel based on Article R57 do not depend on whether, the different possibilities of the Panel based on Ariticle R57 do not depend on whether the appeal is also directed against the body that issued the challenged decision. Evidently, such de novo review cannot be construed as being wider than the power of the body that issued the decision appealed against and the general limit of Article 190 paragraph 2 PILA (and in particular the principle of ne*

ultra petita) should be respected" (Mavromati/Reeb, The Code of the Arbitration for Sport, p. 509).

103. Considering the above, the Sole Arbitrator points out that he is bound to assess whether the Appealed Decision is flawed under procedural or substantial reasons strictly related to the entire subject of the dispute between the same parties of the first instance's proceedings.

104. Accordingly, a CAS Panel stated: "*In the Arbitration before the CAS the Panel has 'full power to review all the facts and the law' (Article R57 of the CAS Code). This rule is understood to give the Panel the right to consider the subject matter of the dispute 'de novo', evaluating all of the facts and the application of the law and to issue a new decision. The Panel is not limited to assessing the correctness of the previous procedure and decision and even has the duty to make its independent determination of whether the Appellant's contentions are correct (CAS 2008/A/1574 para. 20, 30 and 31; CAS 2007/A/1394, para. 21, CAS 2009/A/1880-1881, para. 146). 71. However [...] the Panel has to rely on the findings of the first instance. It can only review the Decision if it has reasons to assume that the facts do not reflect the relevant elements of the case, the evidentiary proceedings before the first instance were incomplete or that the first instance drew erroneous legal conclusion from the facts established through the evidentiary proceeding. As long as the first instance has exercised its discretion correctly the Panel will not intervene*" (CAS 2013/A/3227, para. 71; see also CAS 2010/A/2090 para. 7.21, 7.30 and 7.32).

105. Having this stated, the Sole Arbitrator finds that the Third Respondent has no standing to be sued in these proceedings.

106. With the above in mind, the Sole Arbitrator stresses that only the Appellant and the First Respondent have standing to participate in the present proceedings; therefore, it is necessary to assess whether the Appealed Decision rendered between those two is well-founded and rightful.

ii. Was there just cause to terminate the Contract prematurely?

107. On 18 May 2019, the Appellant forwarded to the First Respondent the letter from the Second Respondent with the refusal to participate in the friendly match against the National team of Cameroon.

108. Following the chain of messages between the two agents, it is evident that the First Respondent has repeatedly urged the finalisation of the contract, but the FFT had never changed its former decision. Neither was the Appellant successful in changing that decision, admitting that: "*I don't want to lose team but today was a meeting in Federation and they taken decision; I find to them very cheap hotel for 87€; And yesterday they told me that they will play but General Secretary today had meeting and they told that is expensive".*

109. Later, the Parties' counsels exchanged some communications by which it is evident that the Contract was never resumed and, instead, the Parties objected to their mutual requests.

110. Because of the termination of the Contract, the First Respondent was also obliged to cancel its agreement with OPTIIN for the services to be rendered in connection with the match. OPTIIN acknowledged the cancellation and sought from First Respondent the payment of the agreed penalty of EUR 24,988.10.

111. Since the contract was not executed due to the refusal of the party allegedly represented by the Appellant, and since the Appellant signed the Contract without having a valid mandate, he shall bear the consequences of the cancellation of the Contract without just cause.

112. In this regard, Article 4 of the Contract provides for the exemption of the Parties from any liability for the annulment of the contract only in the event of "*force majeure including, without limitation, war, revolution, riots, attacks, or for any reason beyond the control of the parties, none of party shall be liable to the other for any compensation".*

113. It is self-evident that the mere refusal of the FFT to participate in the friendly match does not constitute any of the abovementioned reasons. Therefore, the Contract is terminated without just cause because of the reckless and negligent behaviour of the Appellant.

iii. If not, what are the consequences thereof?

114. The Sole Arbitrator holds that because of the termination of the Contract without just cause, the Appellant may be liable to cover the costs and damages incurred by the First Respondent and pursuant to Article 4 of the Contract:

"In other case, the offending party will reimburse the costs and the damages incurred by the other parties (TFF, FECAFOOT, the Club organiser in any, and, the match agent of TFF and FECAFOOT)".

The Sole Arbitrator's position is that this contractual provision has to be read in accordance with the principle provided by Article 42.1 of the SCO: "*[a] person claiming damages must prove that loss or damage occurred*".

115. Consequently, the Sole Arbitrator points out that before FIFA, the First Respondent asked for EUR 149,560.10 as compensation towards the Appellant for the breach of contract, but the Single Judge of PSC established that the First Respondent failed to meet his burden of proof and such claimed damages were not justified. Namely, the First Respondent was found not entitled to receive the claimed amounts of EUR 5,000 as costs and expenses related to the match, EUR 24,988.10 as compensation for the termination of the contract with OPTIIN; EUR 83,572 as compensation for the costs of the friendly match against FAZ; EUR 36,000 as compensation for the reputational and moral damages.

116. The Sole Arbitrator remarks that, *de facto*, the entire amount sought in compensation by the First Respondent was rejected by the Single Judge of the PSC; nevertheless, the latter found due to the First Respondent an amount of EUR 27,000, which was almost equal to the cost of the match agreed upon by the Parties (EUR 27,400), according to Article 3 of the Contract. The First Respondent did not file any other evidence about the costs provided by Article 2 ("*Transportation, accommodation and training facilities*") and only asked that the Appealed Decision be upheld.

117. Therefore, the Sole Arbitrator is refrained from adjudicating on other amounts than those determined in the Appealed Decision, even *ex aequo et bono*, since, according to Article R45 of the CAS Code, the possibility that a CAS panel decide is not applicable to appeal arbitration proceedings and, in any case, subject to the authorisation of both parties (CAS 2015/A/4346).

118. That being stated, it should be noted that Article 3 of the Contract reads as follows:

"*Only the following costs will be take in charge in an equal part by each agent for his federation […]"*

Accordingly, the chart underneath this provision reports as follows: "*Amount to pay per each federation: EUR 13,700"*.

These costs were fixed and undertaken by the Agents irrespective of the date on which they may have been incurred, whether before or after the match's cancellation.

119. The Sole Arbitrator observes that, by the provisions set forth above, the two Federations did not sign any agreement. Therefore, the Appellant who negligently created an expectation in the First Respondent's mind that he had concluded a valid agreement and thus led him to bear the costs under the Contract, is the only one liable to reimburse the entire counterparty's expenses (i.e. EUR 13,700).

120. Consequently, the costs to be split between the Agents and the Federations (as provided at the end of Article 3: "*The amount per federation will be pay no* [sic] *as follow …"*), with the wording of such clause that is not properly clear and interpretable, cannot be allocated according to the thesis proposed by the Appellant, i.e., one quarter each of the agreed amount (i.e., EUR 6,750).

121. Indeed, the contracting parties were exclusively the Agents who, as stated in the *incipit* of Article 3, assumed the determined costs of organising the cancelled match. The First Respondent cannot be expected to recover part of the abovementioned costs from FECAFOOT, which was not aware of the Contract's content, and even less from FFT who had not mandated the Appellant to conclude it.

122. Moreover, it is more than obvious that the First Respondent would have never assumed such costs and obligations had he not been misled by the Appellant (in essence, that he was not the FFT's agent): this is a damage that falls on the Appellant in any case (Article 4 of the Contract).

123. Having stated the above, the Sole Arbitrator holds that the portion of the costs to be borne by the First Respondent amounts to EUR 13,700 and that this sum should be awarded to First Respondent.

124. Further, as mentioned above, all other costs that First Respondent claimed to have incurred were dismissed and not requested in the current proceedings. The First Respondent did not even demonstrate that he carried the remaining 50% of the costs envisaged to be paid by the Appellant.

125. Nevertheless, for the sake of completeness, it should be noted that the costs of OPTIIN's services refers to the amounts required for the organisation of the match, which the Parties decided to share equally, while the expenses of the organisation of the match between Cameroon and Zambia refer to a contract stipulated by ONEGOALPRO and not by First Respondent, as well as the invoices of the expenses are all headed to such company. Additionally, concerning moral and reputational damages, the Sole Arbitrator finds that the First Respondent failed to adduce any evidence demonstrating that his reputation was negatively affected as a result of the Appellant's breach.

126. That being stated, the Sole Arbitrator holds that no additional amount can be granted to First Respondent other than EUR 13,700 as mentioned above, to be accrued with interest at a rate of 5% p.a. as from the date below indicated.

B. Conclusion

127. Based on the foregoing, the Sole Arbitrator finds that:

i. The Appellant unilaterally terminated the Match Contract without just cause;
ii. The Appellant shall pay an amount of EUR 13,700 to the First Respondent as compensation for breach of contract, plus interest at a rate of 5% per annum as from 4 May 2021 until the date of effective payment, as indicated in the Appealed Decision.

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

X. COSTS

(…).

* * * * * * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 1 October 2021 by Evgeni Marinov against the decision issued on 17 August 2021 by the Players' Status Committee of the *Fédération Internationale de Football Association* is partially upheld.

2. The decision rendered by the Players' Status Committee of the *Fédération Internationale de Football Association* on 17 August 2021 is confirmed, save for point no. 2 of the operative part, which is amended as follows:

   Mr Evgeni Marinov, has to pay to Mr Joseph Kamga the following amount:

   - *EUR 13,700 as compensation for breach of contract without just cause plus 5% interest per annum on said amount as from 4 May 2021 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: 4 September 2023

THE COURT OF ARBITRATION FOR SPORT

Francesco Macrì
Sole Arbitrator