CAS 2024/A/10971 Motiu Tudor v. Dumbrăvița Sport Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Duygu Yaşar, Attorney-at-Law, Istanbul, Türkiye

in the arbitration between

Motiu Tudor, Romania

Represented by Mr. Iordăchescu Andrei, Attorney at Law, Bucharest City, Romania

- Appellant -

and

Dumbrăvița Sport Club, Dumbrăvița City, Romania

Represented by Radu Suciu, General Director, Dumbrăvița City, Romania

- Respondent -

I. PARTIES

1. Motiu Tudor (the "**Player**" or the "**Appellant**") is a professional football player of Romanian nationality born on 19 May 2004.

2. Dumbrăvița Sport Club (the "**Club**" or the "**Respondent**") is a Romanian football club affiliated to the Romanian Football Federation (the "**RFF**").

3. The Appellant and the Respondent are hereinafter referred to as the "**Parties**".

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.

A. The dispute

5. On 1 July 2023, the Player and the Club entered into two different employment contracts. One of the contracts was executed using the standard form furnished by RFF and registered with RFF, while the other was purportedly drafted by the Club and not registered with RFF.

6. Both contracts were valid from 1 July 2023 until 30 September 2025.

7. In accordance with Article 4.1 of the Employment Contract using the standard form furnished by RFF (hereinafter the "**Standard Employment Contract**") the Respondent undertook to pay to the Appellant a monthly remuneration of 2,500 lei net no later than the 25th of each month.

8. In accordance with Article V.1 of the non-standard form contract (hereinafter the "**Non-Standard Employment Contract**") the Respondent undertook to pay to the Appellant for the period 01.07.2023-30.09.2023 a monthly remuneration of 2,500 lei net and for the period of 01.10.2023-30.06.2025 a monthly remuneration of 3,600 lei net by the 25th of each month for the services performed in the previous month.

9. According to the Parties' submissions, the Respondent made the following payments during the employment relationship:

Crt No:	PAYER	BENEFICIARY	DATE OF PAYMENT	AMOUNT PAID	PAYMENT DESCRIPTION

1	CSC Dumbrăvița	Motıu Tudor	14.08.2023	2500 RON	Sport performance JULY 2023
2	CSC Dumbrăvița	Motıu Tudor	20.09.2023	2500 RON	Sport performance AUGUST 2023
3	CSC Dumbrăvița	Motıu Tudor	24.10.2023	2500 RON	Sport performance SEPTEMBER 2023
4	CSC Dumbrăvița	Motıu Tudor	22.11.2023	3600 RON	Sport performance OCTOBER 2023
5	CSC Dumbrăvița	Motıu Tudor	22.12.2023	3600 RON	Sport performance NOVEMBER 2023
6	CSC Dumbrăvița	Motıu Tudor	29.01.2024	3600 RON	Sport performance DECEMBER 2023
7	CSC Dumbrăvița	Motıu Tudor	20.02.2024	2500 RON	Sport performance JANUARY 2024
8	CSC Dumbrăvița	Motıu Tudor	18.03.2024	2500 RON	Sport performance FEBRUARY 2024
9	CSC Dumbrăvița	Motıu Tudor	19.04.2024	5800 RON	Sport performance MARCH 2024+ ARREARS FOR JANUARY AND FEBRUARY 2024
10	CSC Dumbrăvița	Motıu Tudor	21.05.2024	5800 RON	Sport performance APRIL 2024

B. Proceedings before the National Dispute Resolution Chamber and the Appeal Committee of the Romanian Football Federation

10. On 27 May 2024, the Appellant filed a claim before the National Dispute Resolution Chamber (the "**NDRC**") of the Romanian Football Federation requesting the Chamber, in opposition to the Respondent:

- Under Article 18.8 and 18.10 lit. a) second sentence of the Romanian Regulations on the Status and Transfer of Football Players (the "**RSTFP**"), to ascertain the termination without just cause by the Respondent of both employment contracts starting from the date of the ruling, invoking that in the 2023-2024 competitive season, the player participated in less than 10% of the official matches played by the Club.

- Under Article 9.1 lit. a) of the RSTFP, to order the sanctioning of the Respondent by imposing the obligation to pay compensation equal to the value of the financial rights owed to the Player according to Article V.1 of the Non-Standard Employment Contract and Article 4.1 of the Standard Employment Contract.

- Additionally, the Appellant requested that the Respondent be ordered to pay the procedural costs.

11. On May 28, 2024, the Appellant submitted a supplementary request asking the NDRC to order the Respondent to pay the amount of 10,300 lei representing outstanding financial rights for the period July 2023-April 2024 according to Article V.1 of the Non-Standard Employment Contract and the amount of 15,000 lei representing outstanding financial rights for the period July 2023-December 2023 according to Article IV.i) of the Standard Employment Contract.

12. On 6 June 2024, the Respondent submitted a response in which it requested the partial admission of the Appellant's request regarding the termination of contractual relations and, by way of a counterclaim, requested that the supplementary nature of the Non-Standard Employment Contract to the Standard Employment Contract be established.

13. By decision of 11 July 2024, the NDRC ruled, in summary, as follows:

- **Regarding the exception of the tardiness of the counterclaim raised by the claimant.** In motivating the raised exception, the Respondent considered that the term provided by the provisions of Article 25.4 of RSTFP is applicable. Pursuant to Article 25.4 of RSTFP:

  "The right of clubs and players to contest the validity of a registration, a transfer agreement, or a contract in which they are a party can be exercised within a maximum of 90 days from the date of registration or transfer, from the date of conclusion of the contract, or from the date they became aware of this fact, but no later than one year from the date of conclusion of the act."

- The NDRC, however, determined that Article 25.4 of the RSTFP is not pertinent in this instance, as the Respondent did not contest the validity of the contract and the issue at hand pertains solely to the financial relations between the parties. In light of the aforementioned, the Chamber rejected to grant the counterclaim's tardiness an exception.

- **Regarding the request for the termination of contractual relations.** The NDRC admitted the termination of the contractual relationship between the parties without analysing the fulfilment of the conditions provided by Article 18.10 lit. a) second sentence of RSTFP given that the Respondent requested the admission of this claim submitted by the Player.

- **Regarding the player's claim for financial entitlements.** Before analysing the merits of the Appellant's arguments, the NDCR determined that the relations between the parties were governed by the Standard Employment Contract, registered with the RFF and drawn up on the form of the RFF, as two contracts for the performance of the same activity cannot coexist and thus the monthly financial rights due to the Player for the services rendered were 2,500 lei net, due on the 25th of each month.

- The NDRC rejected the Appellant's claims consisting of compensation equal to the value of the financial rights owed to the Player according to both contracts. As per Article 9.1 lit. a) of RSTFP, which was invoked by the Appellant, if the contract is terminated for just cause as provided in Article 18 para. 10 lit. a, second sentence, the provisions of para. 13 of this Article become applicable.

- Pursuant to Article 18 para. 13:

  "If contractual relations are terminated based on a final decision, at the player's request, the player is entitled to receive the outstanding contractual rights owed until the date of finality of the decision to terminate the contractual relations and may conclude a new contract with another club, respecting other regulatory provisions, except for the termination of the contract by mutual agreement."

- For the sanction of compensation representing the total value of the financial rights owed to the Player until the expiration of the contract to apply, a football club must terminate a contract unilaterally and without just cause, and this must take the form of an unequivocal decision or result from explicit conduct of the club towards the player in this sense.

- **Regarding the outstanding contractual instalments.** The relations between the parties were governed by the provisions of the Standard Employment Contract according to which the Player was entitled to receive monthly amount of 2,500 lei net, due on the 25th of each month. Consequently, the contractual instalments for the period July 2023 - June 2024, totalling 30,000 lei net (2,500 lei/month x 12 months). From the financial-accounting documents submitted by the Respondent and not contested by the Appellant, the Chamber found that as of the date of the

ruling, the Respondent paid the Player a total of 34,900 lei as contractual instalments.

- Since the Respondent, which bears the burden of proving the fulfilment of the payment obligations invoked by the Appellant, proved its payment, the NDRC found that there is no payment obligation arising from the Standard Employment Contract, and the NDRC dismissed the Appellant's claims for outstanding contractual receivables.

- Regarding the legal expenses requested. As a result of the partial admission of the claim, the NDRC obliged the Respondent to pay the legal expenses consisting of the procedural fee amounting to 340 lei and reduced the attorney's fee from 7,470 lei to 3,000 lei.

14. On 24 July 2024, the Appellant appealed against the foregoing decision of the RFF NDRC to the Appeal Committee (the "**Appeal Committee**") of the RFF.

15. The Appellant requested (i) the admission of the appeal, partial modification of the NDRC Decision, recognition of the unjust termination, by the Respondent, of the employment contracts under Articles 18.8 and 18.10(a) third sentence of RSTFP; (ii) sanctioning the Respondent to pay compensation equal to the value of the financial rights owed under both contracts amounting to 6,100 lei net/month, from 11.07.2024 until 30.06.2025; (iii) ordering the Respondent to pay the amount of 22,800 lei representing outstanding financial rights for the period July 2023 – April 2024 under both contracts; (iv) modification of the solution rendered regarding the legal expenses in the sense of fully admitting the claims regarding the attorney's fees in the trial, in light of the admission of the claim and the obligation to pay a court fee of 400 lei and not 340 lei as was ordered; (v) ordering the Respondent to refund the value of the court fee paid in the appeal.

16. The Respondent filed an answer, requesting the dismissal of the appeal as unfounded, with the consequence of maintaining the NDRC decision.

17. By decision of 5 September 2024, the RFF Appeal Committee ruled, in summary, as follows:

- It was noted that, through the claim, the Appellant had requested, based on Article 18.8 and Article 18.10(a) of RSTFP, that the unjust termination of the employment contracts by the Respondent be recognized, starting from the date of the decision. This request was not modified during the trial by the NDRC. Thus, the request in the appeal for recognition of the unjust termination of the contracts by the Respondent was found inadmissible under the provisions of Article 34.16 of RSTFP, which stipulates that *"In solving the appeal, the quality of the parties, the cause, or the object of the initial request cannot be changed, and no new claim can be made.(...)"*

- The second reason for appeal was also determined to be unfounded, as the case at hand involves a unilateral termination of the contract by the Player with just cause

under Article 18.10(a) of the RSTFP. In this scenario the Club is not obligated to provide the Player with compensation that represents the total value of the financial rights owed to the Player until the contract's expiration, as provided by Article 18.9.1(a).

- For the rest of the Appellant's grounds for appeal against the RFF NDRC's decision, the RFF Appeal Committee largely followed the line of reasoning employed by the RFF NDRC.

- Furthermore, the RFF Appeal Committee did not take into account the Respondent's claims regarding the Non-Standard Employment Contract being an addendum, given that the counterclaim filed with this object was dismissed by the NDRC, and the decision was not appealed, thus becoming final.

18. In the operative part, the RFF Appeal Committee ruled as follows: *"Dismisses the appeal filed by Moţtiu Tudor, with his chosen domicile for communication of procedural documents at Bucharest, Calea 13 Septembrie no. 90, JW Marriott-Grand Offices, Office 2.09, Sector 5, against CNSL Decision no. 306/11.07.2024, in opposition to Communal Sports Club Dumbrăviţa, with its registered office in Dumbrăviţa, Mihai Eminescu Street no. 73, Timiş County, as unfounded."*

19. The present appeal is directed against the Appeal Committee's decision of 5 September 2024 (the **"Appealed Decision"**) and notified on 9 October 2024.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 30 October 2024, the Appellant filed his statement of appeal (the "**Statement of Appeal**") with the Court of Arbitration for Sport (the "**CAS**"), in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the "**CAS Code**"). In its Statement of Appeal, the Appellant requested that the dispute be decided by a Sole Arbitrator and that English be the language of the arbitration.

21. On 6 November 2024, the CAS Court Office, *inter alia*, invited the Respondent to indicate whether it agreed to the appointment of a Sole Arbitrator and whether it had any objections to English being the language of the arbitration. With a separate letter of the same day, the CAS Court Office requested the RFF to declare within 10 days of receipt of that letter whether it intended to participate in this arbitration as a party.

22. On 19 November 2024, following a 10-day extension, the Appellant filed its Appeal Brief, in accordance with Article R51 of the CAS Code.

23. On 20 November 2024, the CAS Court Office, *inter alia*, set a deadline for the Respondent to file its Answer according to Article R55 of the CAS Code within 20 days upon receipt of the CAS letter by email. The CAS Court Office informed the Parties that if the Respondent failed to submit its Answer by the given time limit, the Sole Arbitrator might nevertheless proceed with the arbitration and deliver an award. Additionally, as the CAS Court Office received no response from the Respondent

regarding the number of arbitrators within the granted deadline, the issue was referred to the President of the CAS Appeals Arbitration Division or her Deputy in accordance with R50 para. 1 of the CAS Code. With a separate letter of the same day, the CAS Court Office sent a copy of the Appeal Brief and its exhibits to the RFF for information in accordance with Article R52 of the CAS Code.

24. In accordance with Article R55 of the Code, the Respondent filed its Answer on 5 December 2024.

25. On 5 December 2024, the CAS Court Office requested the Parties to notify the CAS Court Office by 10 December 2024, whether they would prefer a hearing to be conducted in this case or for the Sole Arbitrator to issue an award solely based on the Parties' written submissions Additionally, the Parties were asked to indicate if they requested a case management conference within the prescribed deadline.

26. On 9 December 2024, the Respondent informed the CAS Court Office that it did not request an oral hearing but rather considered that the Sole Arbitrator could decide based on the Parties' written submissions.

27. On 11 December 2024, the Appellant, considering that the aspects presented in the Answer formulated by the Respondent did not correspond to the reality in part, requested a new exchange of correspondence between the Parties.

28. On the same day, the CAS Court Office invited the Respondent to comment on the Appellant's request for a second round of written submissions within five (5) days.

29. By letter of 12 December 2024, the Respondent contested the Appellant's request, asserting that the Answer did not contain any new information. The Respondent cited the documents attached as written evidence to support all of its statements, which had already been brought to the Appellant's attention during the presentation of the case to the judicial bodies of the RFF.

30. On 17 March 2025, the Appellant reiterated its request for a second round of written submissions and requested a hearing to be held in the present case.

31. On the same day, the CAS Court Office advised the Respondent, in accordance with Article 25 of the Guidelines on Legal Aid before the Court of Arbitration for Sport (2023 Edition) that the Appellant was granted Legal Aid and the Appellant's request for a second round of written submissions along with the Respondent's position filed on 12 December 2024 would be referred to the Sole Arbitrator, once constituted, for a decision.

32. On 25 March 2025, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division and further to Article R54 of the CAS Code, that Ms. Duygu Yaşar, Attorney-at-law in Istanbul, Türkiye, had been appointed as Sole Arbitrator.

33. On 15 April 2025, the Sole Arbitrator rejected the Appellant's request for a second round of written submissions and informed that the grounds for such decision would be given in this final award. Furthermore, the Appellant was requested to provide the CAS Court Office by 22 April 2025 with a new copy of *"Appendix 6AB-EN"* (English translation of the RSTF) as the file that had been presented was corrupted and could not be opened and, an English translation of *Appendix 3- Standard form of the contract provided by RFF*. With regard to the holding of a hearing, the Parties were advised that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator decided to hold a hearing by videoconference. They were provided with a list of available dates and were requested to confirm their availability.

34. On 23 April 2025, the Appellant provided the documents requested.

35. On 30 April 2025, the hearing was scheduled for 14 May 2025. The Parties were invited to provide the CAS Court Office with their lists of participants by 8 May 2025 and were also invited to sign and return a copy of the Order of Procedure.

36. On 8 May 2025, the Parties returned the signed Order of Procedures as well as their lists of participants.

37. On 14 May 2025, the hearing took place entirely by video conference.

38. In addition to the Sole Arbitrator and Ms. Lia Yokomizo, CAS Counsel, the following persons attended the hearing:

- For the Appellant: Ms. Anca Mituica, as counsel, and Mr. Motiu Todor, the Player.

- For the Respondent: Mrs. Hutuleac Oana Alexandra, as counsel, Mr Macavei Florin as representative of the Respondent.

39. At the end of the hearing, the Parties confirmed that they have no objections to the constitution and composition of the Panel and made no procedural objections and acknowledged that the Sole Arbitrator had fully respected their rights to be heard.

40. On 14 May 2025, as discussed in the hearing, the CAS Court Office invited the Appellant to present, by 19 May 2025 at the latest, (i) a power of attorney signed by Mr. Motiu Tudor on behalf of Ms. Mituica; and (ii) the precedent mentioned by Ms. Mituica during the hearing.

41. On 22 May 2025, the Appellant presented the power of attorney of Ms. Anca Mituica, CAS Award dated 10 March 2025 passed in case no. 2023/A/9656, and the Decision no. 290/08 October 2015 of the Appeal Committee of RFF.

42. On 23 May 2025, the CAS Court Office invited the Respondent to provide the latter with its comments regarding the Appellant's correspondence and enclosures.

43. On the same day, the Respondent submitted its comments to the awards presented by the Appellant.

44. On 26 May 2025, the CAS Court Office took note of the comments presented by the Respondent and, on behalf of the Sole Arbitrator, informed the Parties that the evidentiary proceedings were closed.

IV. SUBMISSIONS OF THE PARTIES

A. Appellant

45. The following summary of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Sole Arbitrator confirms, however, that she has carefully considered all the submissions made by the Parties, whether or not there is specific reference to them in the following summary.

46. The Appellant's submissions, in essence, may be summarized as follows:

- The Appellant submits that the Respondent unilaterally terminated his sports activity contract without just cause, thereby breaching its contractual obligations. The Appellant asserts that although the NDRC acknowledged the termination of the contractual relationship for just cause due to the Club's failure to provide sufficient playing time and fulfil financial obligations, it erroneously declined to impose the required sanctions or award compensation as due under the applicable regulations.

- The Appellant notes that two distinct contracts were concluded on 1 July 2023. One on the standard form approved by the RFF and another on a non-standard form prepared by the Club. Despite the Club's obligation to register both contracts, it registered only the standard one, effectively disregarding the terms of the non-standard contract, which provided for higher remuneration. The Appellant contends that the NDRC improperly limited its analysis to the registered contract and failed to recognize the Club's omission as a deliberate attempt to evade its financial obligations arising from the Non-Standard Employment Contract.

- To reason in line with the findings of NDRC, means to sanction the Player for the Club's decision not to register both contracts in the RFF records. The registration obligation belongs to the Club, not to the Player.

- Applying the reasoning of the NDRC, means violating the principle of the binding force of the contract – Article. 1270 of the Romanian Civil Code – *"A valid contract has the force of law between the contracting parties."*

- The Appellant requests for the first time before the CAS the payment of outstanding financial rights for May, June and July 2024, as these amounts were not due at the time the case was adjudicated before the NDRC, according to Article 34, Point 16, of RSTFP ("*The capacity of the parties, the cause or object of the initial claim cannot be changed during the appeal proceedings, nor can a new claim be filed. However, new interests, installments, overdue revenues or any other damages arisen after the first instance decision was passed can be requested."*).

- The Appellant played only 65 minutes across two matches throughout the entire season, which constitutes less than 10% of the Club's official matches. This factual basis, coupled with persistent non-payment of contractual entitlements, forms the Appellant's claim of termination for just cause in accordance with Article 18.10(a) of the RSTFP.

- Despite the Club's procedural acknowledgment of the Player's claim regarding the termination of the contract, the NDRC and subsequently the Appeal Committee of the RFF rejected the Appellant's request for financial compensation, asserting that the absence of an express termination by the Club absolved it from liability under Article 18.9.1(a) of the RSTFP. The Appellant challenges this interpretation, arguing that it contradicts the principles underlying Article 17 of the FIFA RSTP, which provides that the party at fault shall bear financial consequences irrespective of whether it actively or passively caused the termination.

- As per Article 36 point. 3 of RSTFP which states: "*The Appeal Committee shall settle the case based on the agreements and contracts between the parties, as well as the RFF/PFL/CFA/FIFA/UEFA Statutes, Regulations and rules."*. Based on the cited provision, the Appellant argues that the consequences of the termination without just cause by the Club, and with just cause by the Player, must be established according to Article 17, FIFA RSTP and Article 18.9. letter a, of RSTFP. Nonetheless, the NDRC applied paragraph 13 of Article 18 of the RSTFP and the RFF Appeals Committee held that the provisions of Article 18.9 letter a were not applicable.

- Consequently, the Appellant requests that the CAS to recognize the Club's contractual fault and award compensation equivalent to the remaining value of both contracts until their expiration, in accordance with Article 17 of the FIFA RSTP and Article 18.9.1(a) of the RSTFP. Additionally, the Appellant requests that the Court award the outstanding amounts arising from the total amount owed to the Player under both employment contracts.

47. In his Appeal Brief, the Appellant set forth the following motions for relief:

- *"Admit the present Appeal and to annul the Decision no. 37 passed on 5 September 2024 by the Appeal Committee of R.F.F. and partially the Decision no. 306 passed on 11 July 2024, by National Dispute Resolution of R.F.F.*

- *As a consequence, based on 18 paragraph 9.1 letter a from R.S.T.F.P of R.F.F. and article 17 from FIFA RSTP to establish the obligation to pay to the player Tudor Moțiu a compensation equal to the value of the financial rights due to the player, based on article V.1 second paragraph from sport activity contract no. 434/25.07.2023 and article 4.1. from the sport activity contract no. 434bis/25.07.2024, for the period August 2024 – June 2025, tottaling* [sic] *67.100 Ron;*

- *Pursuant to art. V.1. of the sports activity contract no. 434/25.07.2023 non-standardized and art. 4 i) of the sports activity contract no. 434/25.07.2023*

standardized, to establish the obligation of C.S. Dumbrăviţa to pay the amount of 41.100 Ron representing outstanding financial rights for the period July 2023 – July 2024;

- *According to article 36.10 from R.S.T.F.P. of R.F.F. to order the Respondent to pay the Appellant the arbitration costs generated by case no. 306/CL/2024 amounting 4470 Ron, representing attorney fee, and by case no. 37/CR/2024, amounting 1500 Ron procedure fee);*

- *To order the Respondents to pay the Appellant a contribution toward its legal and other costs generated by this case represented by translation costs, amounting 2000 Ron, and attorney fee, amounting 4000 CHF."*

48. At the hearing, the Player's statements, in essence, may be summarized as follows:

- In the 2021-2022 season, the Club had a target to remain in the division. Since this target was met, the players in the squad were promised a total of 3,000 lei to be paid in 3 months in addition to their salary for the next season. However, when the contract for this additional payment was in front of him, he realized that it was for the same duration as the main contract, when it should have been for 3 months.

- In response to the question addressed by his Counsel, the Player stated that the amount he was supposed to receive during the 2023-2024 football season was 5,800 lei per month. He received this sum only in two months, while he received 2,500 lei for a few months in accordance with his first contract and 3,500 lei for a few months in accordance with his second contract. The Club's explanation was that it was due to financial difficulties that all Romanian clubs were experiencing at the time. The Club indicated that the right amount he would have gotten was 2,500 lei per month and that he did not have permission to request the additional 3,500 lei. The Club said it would pay him in three months and signed a contract for a year and a half. The Player further mentioned that he was not the only player who signed a second contract. All of the players who played during the season in which the Club escaped relegation signed second contracts. He claimed that after filing this claim with the NDRC, a colleague called him and told him that they were asked to sign a form saying that the Club owed no money to the players.

- He refuted the claims that he did not play football during the 2023-2024 season due to medical problems and asserted that the Club lacked any documentation to support these allegations.

- In reply to a question posed by his counsel, the Player indicated that the Club had not proposed a mutual termination of the contract. Instead, in December 2023, after not being selected for the team, he requested to be loaned out to seek playing opportunities. However, the Club declined his request, asserting that they needed his presence. Eventually, he did not play even for a minute from February to June 2024.

B. Respondent

49. The Respondent's submissions, in essence, may be summarized as follows:

50. The Parties initially negotiated and agreed to enter into an employment contract in the standardized format provided by the RFF. Later the same day, upon the Player' request, the Parties reached an agreement that the monthly remuneration would remain at 2,500 lei net from 01.07.2023 to 30.09.2023, and that it would increase to 3,600 lei net from 01.10.2023 to 30.06.2025. It would have been correct for this subsequent agreement to be included in an addendum to the Standard Employment Contract, as only the monthly remuneration was altered. An additional employment contract was created in error and assigned the same number as the original contract, which was the Standard Employment Contract.

51. If it had been considered that this second contract would have had a distinct existence, in the sense that the Club wanted the Player to perform twice the activity for their benefit. It would certainly have been registered with RFF but at no time did the Parties intend this; their uninterpretable understanding was that the monthly remuneration would be increased from the initial sum of 2,500 lei net to 3,600 lei net from 1 October 2023. In contrast to the Appellant's unfounded claims, there is no established practice among sports clubs to enter into two sports activity contracts with the same player.

52. The Appellant provided assurances that he would execute his obligations with seriousness and good faith at the time of signing the contract. It was discovered that he did not adequately prepare for training and frequently experienced a variety of medical conditions that, according to him, rendered it impossible for him to participate in team travels and training. Consequently, the team coach concluded that he would not be included in the playing team. The Appellant, in bad faith, contemplated a method to penalize the Club for not being included in the official games, as the probability of being selected for the team was decreasing. The solution he chose was to use incorrectly and illegally the document signed on the day he became our Player, namely the two contracts invoked.

53. The Player requested that the Club pay him 24,700 lei through a bailiff which was sent on 26 March 2024, which represents the allegedly unpaid amounts from the two sporting activity contracts that were both registered under the same number.

54. Knowing that the claims of the Appellant indicated in the notification were nothing but a despicable revenge, the Club drew up a reply in which the Non-Standard Employment Contract had no other purpose than to increase his monthly remuneration from 1 October 2023.The notification, as a result of a problem with the Player's address and due to the Player's rejection to receive it personally, was finally served to the Appellant on 5 June 2024.

55. With regard to the regulatory basis on which the Player unilaterally terminated the contract, it was Article 18.8 and 18.10 letter a, 2nd Thesis of the RSTFP which covers the situations in which players and clubs may invoke just cause and sporting just cause

for unilateral termination of contracts and/or registration. By the statement of defence filed before the NDRC, the Club agreed with the admission in part of the claim.

56. Through his appeal, the Player requested the Appeals Committee of the RFF to recognize the termination without just cause by the Club, pursuant to Article 18.8 and 18.10 3rd Thesis of the RSTFP. The request was made despite previously seeking a determination from the NDRC, based on Article 18.8 and 18.10 lit a) 2nd Thesis of RSTFP. Thus, the Appeals Committee of the RFF, rejected this request of the Appellant, according toArticle. 34.16 of the RSTFP which states *"In the resolution of the appeal, the status of the parties, the cause or the subject matter of the original claim may not be changed, nor may a new claim be made."*

57. The Appellant's allegations, which are clearly made in bad faith in order to mislead the Sole Arbitrator, are not true, as the two decisions under appeal do not mention any fault on the part of the Club for the termination of the contract.

58. As expressly stipulated in Article 13 paragraph 1 of the RSTFP; "*A football player may conclude, for the same period of time, only one contract with one club"*, in conjunction with Article 13 paragraph 3 of the RSTFP, *"If, during the period of validity of a contract, a new contract with the same club is registered with the competent body for the same period or for a different period overlapping in part with the period of validity of the previous contract, the previous contract shall automatically cease to be valid on the date on which the new contract is due to enter into force, as shall all the rights and obligations arising from the previous contract."*

59. The NDRC rightly acknowledged that the relationship between the parties was regulated by the Standard Employment Contract, which stipulates that the Player was entitled to a monthly remuneration of 2,500 lei net/month for his services. Although the NDRC determined that the Club was obligated to pay the Player 2,500 lei net/month, the Club, acting in good faith, compensated the Player with 2,500 lei net/month for the months of July to September 2023, and increased the payment to 3,600 lei net/month starting in October 2023.

60. After discovering that only 2,500 lei per month was paid to him during January and February 2024, the Club rectified this mistake by paying, in April 2024, not only the monthly remuneration of 3,600 lei but also an additional amount of 2,200 lei, which represented the outstanding balance for the months of January and February 2024. Additionally, as a result of an error of the person in charge of the Club's payments, the Player was paid the amount of 5,800 lei in May 2024 for his services for the month of April 2024, although he should have been paid only the monthly remuneration in the amount of 3,600 lei due, in accordance with the Standard Employment Contract and the addendum concluded between the parties.

61. According to the Appealed Decision, the sole contract regulating the relationship between the parties is the Standard Employment Contract. It has been determined that the Player's contractual rights amount to 2,500 lei net per month (totalling 35,000 lei for the period from July 2023 to August 2024). Furthermore, the financial accounting

documents provided by the Club indicate that these payments have been made in full to the Player.

62. In its Answer the Respondent made the following requests for relief:

> *"In view of the above, we request you, by the decision you will hand down, to dismiss the appeal filed by the appellant Tudor Motiu, with the consequences of maintaining as just and lawful both the decision no. 37 of September 5, 2024 of the Romanian Football Federation – Appeals Chamber, and the Decision no. 306 of July 11, 2024 of the Romanian Football Federation – National Chamber of Dispute Resolution.*
>
> *We also request that the appellant be ordered to pay the court charges for these proceedings.*
>
> *According to the law, we base our arguments on the provisions of article R55 of the Court of Arbitration for Sport Code."*

63. The Respondent's comments on the precedents submitted by the Appellant through the correspondence filed after the closing of the hearing, in essence, may be summarized as follows:

- The Decision of the Appeal Committee No.290/08 October 2015 (Dânânae v. U Craiova SA Sport Club) was already presented by the Appellant in front of CAS and was not pointed out in the hearing.

- In the case of Dânânae v. U Craiova SA Sport Club, the club was the one that requested the termination of the contract, pursuant to the Second Thesis of Article 18.10 lit. b) of the RSTFP.

- U Craiova SA Sport Club decided not to use the player in the games because the player refused to agree to the termination of the sports contract, and this discretionary decision of not using him in the games, which is not corroborated with a minimum fault of the player, leads to the conclusion that the club terminated the sports contract without just cause, at its own initiative.

- However, in the present case, the Appellant was the one that requested the termination of the contract, pursuant to the Second Thesis of Article 18.10 lit. b) of the RSTFP.

- Taking into consideration all of the above, it is obvious that the factual situations of the two players are completely different, so the reasoning of the Appeal Committee from the Decision No.290/08 October 2015 is not applicable in the case at stake.

- With respect to the CAS Award (CAS 2023/A/9656) presented by the Appellant, the Respondent's submissions may be summarized as follows: The Player, Mr Razvan Horj decided to terminate the contract due to the violation of his rights by the club. This includes the setting up of an individual training program that lacks a

technical basis grounded in objective reasons and criteria, as well as the inconsistent nature of the training schedule provided to the player, which was implemented solely at the player's explicit request. There was a lack of communication regarding the training schedule as of 7 November 2022. The club did not agree with the termination. As a result, the contract was terminated due to the club's failure to meet its obligations under the First Thesis of Article 18.10(a) of the RSTFP.

- In the present case, however, the Player decided to terminate the contract, as he had been used in less than 10% of all the official matches of the team pursuant to the Second Thesis to Article 18.10(a) of the RSTFP.

- Given the foregoing, it is clear that the situation of Mr Horj, is not the same as the one of the Appellant of this case, Mr Motiu Tudor.

V. JURISDICTION

64. The Respondent has not challenged the jurisdiction of the CAS in its Answer, which would have had to contain any such challenge in accordance with Article R55 of the CAS Code.

65. In any case, the Sole Arbitrator finds that CAS does have jurisdiction to decide the present appeal pursuant to Article R47 of the CAS Code, which reads 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." (emphasis added)

66. Article 36(18) of the RSTFP provides as follows:

"The decisions of the [RFF] / [PFL] *Appeal Committee are final and enforceable at domestic level since the date of delivery and are subject to appeal before the Court of Arbitration for Sport within 21 days from notification."*

67. Therefore, the regulations of the body that rendered the Appealed Decision expressly provide for CAS appeal jurisdiction in this case.

68. Accordingly, the Sole Arbitrator determines that CAS has jurisdiction over this appeal.

VI. ADMISSIBILITY

69. Article R49 of the CAS Code provides as follows:

"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit

for appeal shall be twenty-one days from the receipt of the decision appealed against. […] *"*

70. According to Article 36(18) of the RSTFP, *"The decisions of the [RFF] / [PFL] Appeal Committee are final and enforceable at domestic level since the date of delivery and are subject to appeal before the Court of Arbitration for Sport within 21 days from notification."* As per Appendix 3 of the Statement of Appeal, RFF notified the grounds of the Appealed Decision on 9 October 2024. The Appellant filed his appeal on 30 October 2024, *i.e.*, within the 21 days allotted under 36(18) of the RSTFP. The appeal further complies with all the admissibility requirements set forth in Articles R48 *et. seq*. of the CAS Code. It follows that the appeal is admissible.

VII. APPLICABLE LAW

71. Article R58 of the 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."

72. Articles 17.7 and 17.10 of the Standard Employment Contract state the following in order:

"Without prejudice to the mandatory priority provisions of Romanian law, and the mandatory provisions within the FIFA and FRF regulations, the provisions of this contract shall take precedence over the regulations of the Romanian Football Federation if the latter contains provisions less favorable to the player. In such situation, the provisions more favorable to the player shall apply."

"The provisions of the applicable Romanian legislation (including FRF Regulations) shall apply directly to all aspects not regulated by this contract."

73. Article XI (c) of the Non-Standard Employment Contract states as follows:

"This contract will be interpreted according to the laws of Romania. The football regulations applicable to this contract are the Internal Regulations of the Club, the Statutes, Regulations, and Decisions of Romanian Football Federation. This contract complies with the provisions of Law no:69/2000 with subsequent amendments."

74. The Preamble to the RSTFP, *inter alia*, states as follows:

"1. These regulations govern the status, registration, right to play and transfer of football players between clubs, at national level, as well as the release of players to their national representative teams.

(…)

3. The provisions of these regulations are binding for all clubs affiliated to the RFF and CFA, for PFL member clubs, for players, coaches, and players' agents. Any and all disputes shall be settled on the basis of these rules.

(…)

6. If the provisions of these regulations prove to be insufficient, the relevant FIFA or UEFA regulations shall apply".

75. From the above rules, the Sole Arbitrator notes that paras. 3 and 6 of the Preamble to the RSTFP clearly require all disputes to be resolved by applying the RSTFP, and if insufficient, FIFA and UEFA rules and regulations.

76. With regard to the Appellant's claim that FIFA regulations are applicable and mandatory under Article 36.3 of the RSTFP, the Sole Arbitrator is of the view that in the hierarchy of the "applicable regulations" the RFF regulations take precedence, with FIFA and UEFA regulations to be applied in case there are issues concerning the employment relationship at stake that cannot be fully and satisfactorily solved by referring to the RFF regulations, as provided for in para. 6 of the Preamble to the RSTFP.

77. As a result, the Sole Arbitrator holds that the present dispute is to be determined in accordance with the regulations of the RFF (in particular the RSTFP) with the relevant FIFA or UEFA Regulations applying in the event of any insufficiency, and subsidiarily Romanian law.

VIII. PRELIMINARY MATTERS

A. The Appellant's request for a second round of written submissions

78. On 11 December 2024, the Appellant, in response to the CAS Court Office letter inviting the Parties to inform the CAS Court Office whether they would prefer a hearing to be conducted in this case or for the Sole Arbitrator to issue an award solely based on the Parties' written submissions, requested a new exchange of correspondence between the Parties, considering that the aspects presented in the Answer formulated by the Respondent did not correspond to the reality in part.

79. By letter of 12 December 2024, the Respondent contested the Appellant's request, asserting that the Answer did not contain any new information. The Respondent cited the documents attached as written evidence to support all of its statements, which had already been brought to the Appellant's attention during the presentation of the case to the judicial bodies of the RFF.

80. Pursuant to the second paragraph of Article 44.1 of CAS Code, *"(…) After the exchange of the written submissions, the parties shall not be authorized to produce further written*

evidence, except by mutual agreement, or if the Panel so permits, on the basis of exceptional circumstances."

81. The Sole Arbitrator notes that the Respondent's Answer does not contain any new information or argument beyond its statements, which had not already been presented in the first instance. Consequently, there were no exceptional circumstances that necessitated a second round of written submissions. In any event, the Parties had another opportunity to present final oral submissions at the hearing of 14 May 2025.

82. In light of the aforementioned, the Sole Arbitrator rejected, on 15 April 2025, the Appellant's request for a second round of written submissions.

IX. MERITS

83. It is undisputed that the Parties concluded two different employment contracts, and the Player decided to terminate the contract(s). There is also no dispute between the Parties as to the payments made by the Club to the Player. Therefore, the questions to be addressed by the Sole Arbitrator are as follows:

(i) Whether the Appealed Decision erred in stating that "*the NDRC did not rule in violation of the provisions of the law*" when declaring the termination for just cause under Article 18.10(a) of RSTFP?

(ii) If the Contracts were indeed terminated with just cause, which provisions and Contract(s) must be taken into account in order to calculate any financial rights due the Appellant?

(iii) Based on said provisions and Contract(s), is the Appellant entitled to any financial rights from the Respondent?

(iv) In view of all of the above, should the Respondent be ordered to pay the arbitration costs of the proceedings before the RFF?

84. These four questions will be dealt with in turn below.

A. Whether the Appealed Decision erred in stating that *"The NDRC did not rule in violation of the provisions of the law"* when declaring the termination for just cause under Article 18.10(a) of RSTFP?

85. The Player, through his claim filed before the NDRC on 27 May 2024, requested to ascertain the termination without just cause by the Respondent of both employment contracts starting from the date of the ruling invoking that, in the 2023-2024 competitive season, the Player participated in less than 10% of the official matches played by the Club under Article 18.8 and 18.10 (a) second sentence of the RSTFP.

86. The NDRC decision found "*the termination of contractual relations between the claimant Moțiu Tudor and the defendant Club Sportiv Comunal Dumbrăvița for just*

cause under the provisions of art. 18.10 lit. a) third sentence of RSTJF starting from July 11, 2024". The Player, through his appeal before RFF Appeal Committee requested the recognition of the unjust termination by the Respondent of the employment contracts under articles 18.8 and 18.10(a) third sentence of RSTFP."

87. Article 18.10(a) third sentence of RSTFP states as follows:

"The outstanding financial rights have not been paid for a period of more than 60 days from the due date of the said financial rights, only after putting the club in default and granting them a term of at least 15 days in order to fulfill all financial obligations due on the date of the notification and provided for therein, and the Club has not fulfilled its obligation to pay, within the period granted by the notification, all outstanding amounts provided for in the document issued by the player. The notification addressed to the Club shall be communicated by any method respectively by e-mail, fax, recommended letter with confirmation receipt and declared content or by bailiff. The requests are addressed by the players to the NDRC of the Romanian Football Federation, respectively to the Committee for the Statute of Player of the Country Football Associations, will be accompanied by the proof that the club was notified accordingly."

88. On 23 July 2024, the Appellant appealed the NDRC decision requesting, in his prayers for relief, *inter alia* "*The admission of this appeal and the modification in part of decision no. 306 as follows: pursuant to art. 18.8 and 18.10 lit. a third sentence of R.S.T.J.F. 2023 edition, you ascertain the termination without just cause by C.S. Comunal Dumbrăviţa of the sports activity contracts no. 434/25.07.2023 and no. 434/25.07.2023 starting from July 11, 2024*".

89. According to Article 34.16 of the RSTFP which states "*The capacity of the parties, the cause or object of the initial claim cannot be changed during the appeal proceedings, nor can a new claim be filed. However, new interests, instalments, overdue revenues or any other damages arisen after the first instance decision was passed can be requested*", the Appealed Decision found the Appellant's change in the reasoning for termination to be inadmissible and, therefore, found that the NDRC "*did not rule in violation of the provisions of the law*".

90. As seen, the Appellant grounded his request before the NDRC on Article 18.8 and 18.10 (a) second sentence of the RSTFP.

91. Although the operative part of the NDRC decision determined that the termination of contractual relations between the Appellant and the Respondent was for just cause under the provisions of Article 18.10(a) third sentence of the RSTFP starting from July 11, 2024, the Sole Arbitrator believes this to be a mere clerical error. The reasoning for the NDRC decision indicates that the regulatory basis relied upon by the Appellant was Article 18.10(a) second sentence of the RSTFP, and the consequences of termination were based on this regulatory basis. This can be clearly seen in passages such as:

"*However, in this case, the regulatory basis invoked by the claimant for the termination of contractual relations between the parties is art. 18 para. 10 lit. a, second sentence of*

RSTJF, an article that regulates the cases in which players and clubs can invoke just cause and sports just cause for the unilateral termination of contracts and/or registration.

Therefore, since this is a request for the termination of contractual relations for just cause, the Chamber considers that the provisions regulating unilateral termination without just cause in terms of financial consequences are not applicable.

Moreover, even the regulatory basis invoked by the claimant excludes the granting of financial compensation in the event that the contract is terminated for just cause as provided in art. 18 para. 10 lit. a, second sentence, in which case the provisions of art. 18 para. 13 become applicable, according to which: "If contractual relations are terminated based on a final decision, at the player's request, the player is entitled to receive the outstanding contractual rights owed until the date of finality of the decision to terminate the contractual relations and may conclude a new contract with another club, respecting other regulatory provisions, except for the termination of the contract by mutual agreement."

92. Based on the foregoing, the Sole Arbitrator concludes that despite the clerical mistake, the NDRC decision found that the contracts were terminated for just cause by the Player under Article 18.10(a) second sentence of the RSTFP.

93. Regardless of said clerical error, the Appellant was not allowed, pursuant to the applicable regulations (Article 34.16 of the RSTFP), to change the basis of his claim (*i.e.*, from Article.18.10(a) second sentence of the RSTFP to the third sentence of the same provision) upon appeal. Consequently, the Sole Arbitrator finds that the Appealed Decision was correct when stating that NDRC did not rule in violation of the provisions of the law and, as such, said part of the Appealed Decision is to be maintained.

B. If the Contracts were indeed terminated with just cause, which provisions and Contract(s) must be taken into account in order to calculate any rights due to the Appellant?

94. The Appellant argues that two distinct contracts were concluded on 1 July 2023 and that the NDRC improperly limited its analysis to the Standard Employment Contract which was registered before the RFF and failed to recognize the Club's obligations under the Non-Standard Employment Contract.

95. Therefore, the Appellant asks that the Sole Arbitrator declares that the Club is obligated by these two contracts. The Respondent claims that the Non-Standard Employment Contract was solely intended to raise the Player's monthly remuneration starting from 1 October 2023, meaning it was created to alter the payment obligations outlined in the Standard Employment Contract effective from that date. Furthermore, the Respondent argues that if this second contract were deemed to have a separate existence, the Club should have expected the Player to perform twice for its own benefit.

96. The Respondent compensated the Player with 2,500 lei net/month for the months of July to September 2023 and increased the payment to 3,600 lei net/month starting in October

2023. In January and February 2024, the Player received a monthly payment of 2,500 lei. However, in April 2024, the Club compensated him with the monthly fee of 3,600 lei, along with an extra 2,200 lei to cover the outstanding balance for January and February 2024, bringing the total to 5,800 lei. The Club paid the Player 5,800 lei in May 2024. The Club asserts that due to a mistake made by the individual responsible for the Club's payments, the Player received 5,800 lei in May 2024 for services provided in April 2024. It is observed that the Player received the same amount as in the previous month, attributed to the discrepancies from earlier months for the reasons outlined above.

97. It appears that the Club compensated the Player in line with the Non-Standard Employment Contract, aligning with the Club's assertion that the Non-Standard Employment Contract was meant to alter the payment obligations outlined in the Standard Employment Contract.

98. The Sole Arbitrator observes that both contracts were concluded for identical durations, and there are no clauses that reference one another.

99. In the Appealed Decision, the Appeals Committee found that under the applicable regulatory provisions (Article 13.1 of RSTFP), the only contract governing the relationship between the parties is the one registered with the RFF and prepared on the standard form, and two contracts for the performance of the same activity cannot coexist.

100. The Sole Arbitrator refers the relevant applicable provisions of RSTFP as follows:

- According to Article 13.1 of RSTFP, *"A football player can conclude only one contract with only one club at a time. (...)"*

- According to Article 13.3 of RSTFP, *"If, during the validity period of a contract, a new contract with the same club is registered at the relevant body, for the same or for a different period, but which partially overlaps with the period of the previous contract, the validity of the previous contract shall cease by default upon registration of the new contract, as well as all mutual rights and obligations resulting from the previous contract."*

- According to 15.1 of the RSTFP, *"The clubs have the obligation to register with the organizing forum under the terms of art. 15 para. 5.1 the contracts concluded with the players, annexes, additional documents to them, or transfer agreements within a maximum of 15 days from the date of conclusion. Starting from January 1, 2023, the clubs have the obligation to register with the organizing forum, under the terms of art. 15 para. 5.1, frf.ro \29 paragraph h) the contracts concluded with the players, the annexes, the additional documents to them or the transfer agreements within a maximum of 15 days from the date of conclusion."*

- According to 15.2 of the RSTFP, *"If a club fails to register with the competent body the contracts concluded with players, the appendixes and addendums thereto or the transfer contracts more later than 15 days from their execution according to articles*

15.5.1 and 19.11, respectively, then said documents shall lose their validity regarding the registration or the transfer of players shall be effective as to the financial obligations stipulated in favor of the player."

101. The Sole Arbitrator prefers to review the Parties' positions with this respect prior to assessing the pertinent provisions.

102. The Respondent asserts that the Non-Standard Employment Contract was an addendum intended to increase the Appellant's remuneration effective as of 1 October 2023. Furthermore, the payments made to the Appellant by the Respondent align with the Respondent's position.

103. The Player asserts that he should be compensated separately under two contracts. Nevertheless, he did not submit any written request for the payments allegedly missing until the bailiff he sent on 26 March 2024, despite the fact that both contracts were signed on 1 July 2023.

104. As the Player cannot perform twice for the Club under both contracts simultaneously, it should not be expected that the Player would be paid separately under both contracts.

105. When Article 13.1, which allows a player to conclude only one contract with only one club at a time, is examined in conjunction with Article 15.2, which states that documents not registered within 15 days are not valid for registration purposes but remain valid in terms of the financial obligations stipulated in favour of the player, the Sole Arbitrator is of the view that the terms of any contract that is financially advantageous for the player, *i.e.*, the Non-Standard Employment Contract, even if not registered, should be taken into account.

106. In other words, while a player can conclude only one contract with only one club at a time, the provisions of the contract that are financially advantageous to the Player should be considered.

107. Given that the responsibility for registering the contracts with the RFF rests with the clubs, the Club cannot be permitted to gain from its own omission according to the legal principle of *"Nemo auditur propriam turpitudinem allegans"*.

108. The same conclusion would have been drawn had the Non-Standard Employment Contract been registered with the RFF. Pursuant to Article 13.3., as a new contract with the same club was registered with the relevant body, the validity of the previous contract would have expired by default upon registration of the new contract, as well as all mutual rights and obligations arising from the previous contract.

109. In light of the foregoing the Sole Arbitrator finds that only the provision of the Non-Standard Employment Contract must be taken into account in order to calculate any rights due to the Appellant.

C. Based on said provisions and Contract(s), is the Appellant entitled to any financial rights from the Respondent?

110. The Player terminated the contract with sporting just cause based on Article 18.10(a) second sentence of the RSTFP which states as follows:

"a) The players:

- *(...)*

- *The players have not been used effectively in the last competition season, in at least 10% of the total number of official games of the club team where they are registered, except for the games where they have been suspended by the club or by the competent disciplinary committee or they were unable to play for medical reasons, this fact following to be proven. This rule does not apply to the players who play as goalkeepers. The interested player must address a request in this respect, to the competent committee, within maximum 15 days from the date of the last official game of the respective competition year, under the sanction of losing the right to make use of this provision."*

111. In order to determine which provision should be considered in relation to the consequences of termination, it must be established whether the termination occurred during the protected period.

112. The Player was born on 14 May 2004. The contract was executed prior to the Player's 28th birthday, and as a result, the protected period was three years from the date of execution until 1 July 2026. The termination occurred within the protection period, as the contract was terminated within this period.

113. Pursuant to Article 18.9.1of the RSTFP;

"If the unilateral termination without just cause or the contract falls within the protected period, the culpable party shall face the following sanctions unless the contract provides otherwise:

a) The club:

-shall be banned from transferring players as transferee club in the next two transfer periods. The club shall be obliged to pay to the player a compensation representing the total value of the financial rights owed to the player until the end of the contract expecting the match bonuses and the objective bonuses, unless the contract is terminated for just cause as provided at article 18, point 10 letter a, thesis 2, in that case being applicable the provisions of the align 13 of the present article."

114. Pursuant to Article 18.13 of the RSTFP; *"If the contractual relationship is terminated on the basis of a final decision, at the request of the player, he is entitled to receive the outstanding contractual rights due until the date of when the decision of termination of the contractual relationship is final and may sign a new contract with another club*

subject to the compliance of the other regulations provisions, except for the termination of the contract by the agreement of the parties."

115. In accordance with the explicit provision of Article 18.9.1 of the RSTFP, it is apparent that the Player who terminated his contract with just cause based on Article 18.10 lit. a) second sentence of the RSTFP is not entitled to a compensation representing the total value of the financial rights owed to the Player until the end of the contract. Rather, pursuant to Article 18.13 of the RSTFP he is entitled to receive the outstanding contractual rights due until the date when the decision of termination of the contractual relationship is final.

116. The Appellant argues that this contradicts the principles underlying Article 17 of the FIFA RSTP, which provides that the party at fault shall bear financial consequences irrespective of whether it actively or passively caused the termination.

117. As explained in paragraphs 71 *et seq.,* the Sole Arbitrator is of the view that in the hierarchy of the *"applicable regulations"* the RFF regulations take precedence, unless the latter are insufficient. No justification exists for the Sole Arbitrator to regard the RFF regulations as insufficient.

118. Therefore, the Player's request for relief for compensation representing the total value of the financial rights owed to the Player until the end of the contract must be dismissed.

119. Having established this, the date on which the decision of termination of the contractual relationship is final will be analysed to ascertain until when the Player is entitled to receive any outstanding financial obligations under the contract.

120. On 11 July 2024, the NDRC ruled on the termination of contractual relations between the Parties starting from 11 July 2024.

121. According to Article 34.1 of the RSTFP, *"The NDRC decisions are subject to appeal before the Appeal Committee. The appeal stays the enforcement of the appealed decision."* (emphasis added)

122. According to Article 36(18) of the RSTFP, *"The decisions of the [RFF] / [PFL] Appeal Committee are final and enforceable at domestic level since the date of delivery and are subject to appeal before the Court of Arbitration for Sport within 21 days from notification."*

123. The Appealed Decision dismissed the appeal filed by the Appellant and declared the decision stating that the contractual relationship was ended starting from 11 July 2024 was final and enforceable domestically, without any modification even if it was subject to appeal before CAS.

124. The RFF notified the grounds of the Appealed Decision on 9 October 2024.

125. As indicated by publicly available information, the Appellant was registered with another club on 30 August 2024.

126. The NDRC ascertained the termination of the contractual relationship between the parties as of 11 July 2024, without analysing the fulfilment of the conditions provided byArticle 18.10(a) second sentence of RSTFP given that the Respondent requested the admission of this claim submitted by the Player. The NDRC decision was not appealed by the Respondent.

127. According to Article 36.12 of the RSTFP *"The Appeal Committee can affirm or reverse, totally or partially, the appealed decision. The Appeal cannot be used to create a more severe situation for the appellant than the one in the appealed decision. (...)"*

128. The NDRC's decision to terminate the contractual relationship between the Parties as of 11 July 2024, could not be changed to the detriment of the Appellant during the appeal proceeding. This is the reason why the Player was able to execute a new contract prior to the notification of the Appealed Decision. The Player would not have executed a new contract if the contract with the Respondent had not ended.

129. Taking into consideration the information presented above, the Sole Arbitrator has reached the conclusion that the contractual relations between the Parties came to an end on 11 July 2024. As a result, the Player is entitled to receive the contractual rights that were due up until that day.

130. The Appellant requests for the first time before CAS, the payment of outstanding financial rights for May, June, and July 2024, as these amounts were not due at the time the case was adjudicated before the NDRC, according to Article 34.16 of RSTFP which states that *"In solving the appeal, the quality of the parties, the cause, or the object of the initial request cannot be changed, and no new claim can be made. However, new interests, installments, overdue revenues or any other damages arisen after the first instance decision was passed can be requested."* (Emphasis added)

131. The Sole Arbitrator notes that all instalments fell due before the RFF Appeals Committee adjudicated the Appellant's claims, but were not included in the Appellant's request for relief before the RFF Appeals Committee. Accordingly, the Appeal Decision did not, at any time, deal with said instalments.

132. The Sole Arbitrator notes that, while Article R57 of the CAS Code provides for a full power of review, said power is not illimited as "[…] a *CAS Panel can review the legitimacy of the appealed decision but not go beyond the scope of the case before the first-instance body and limited to the parties, facts and issues dealt with in the challenged decision.*" (MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2025, p. 575, N 52; *CAS 2019/A/6570*, para 72)

133. As the outstanding financial rights for May, June, and July 2024 were not brought forth by the Appellant before the RFF Appeals Committee and were therefore not the object of the Appealed Decision, the Sole Arbitrator considers that the Appellant's claim for the payment of outstanding financial rights for May, June and July 2024 falls outside the scope of review of CAS and is, therefore, inadmissible.

134. Based on the provisions of the Non-Standard Employment Contract, the Player was entitled to receive, between July 2023 and April 2024 a total sum of 32'700 lei. In his Appeal Brief, the Player acknowledges that he was paid by the Respondent a total amount of 34'900 lei, *i.e.*, more than he was owed for the period July 2023 to April 2024.

135. Consequently, the Sole Arbitrator finds that there are no outstanding salaries due to the Player for the period July 2023 and April 2024 and further confirms the Appealed Decision in this regard.

D. In view of all of the above, should the Respondent be ordered to pay the arbitration costs of the proceedings before the RFF?

136. The Appellant requests that *"According to article 36.10 from R.S.T.F.P. of R.F.F. to order the Respondent to pay the Appellant the arbitration costs generated by case no. 306/CL/2024 amounting 4470 Ron, representing attorney fee, and by case no. 37/CR/2024, amounting 1500 Ron procedure fee)".*

137. According to Article 36.10 of the RSTFP*, "The losing party must pay, upon request, the procedural fee, attorney's fees, and the transportation expenses that the winning party proved to have incurred. The NDRC can reduce the legal expenses related to the fee of the lawyers or transportation costs, whenever they consider that the costs are disproportionate in comparison to the complexity of the filled state attorney's fees attorney's fees ment of defence or the solved case or whenever the party generated unnecessary costs. Court will not be awarded through a separate litigation.* [sic]

138. Regarding the legal expenses requested, the NDRC, as a result of the partial admission of the claim, ordered the Respondent to pay the legal expenses consisting of the procedural fee amounting to 340 lei and reduced the attorney's fee from 7,470 lei to 3,000 lei.

139. The Appellant requested in his appeal to the RFF Appeals Committee that (i) the decision on legal costs be amended to fully accept the claims regarding attorney's fees at the hearing, taking into account the acceptance of the claim and the obligation to pay court fees of 400 lei instead of 340 lei; (ii) to order the Respondent to refund the value of the court fee paid in the appeal.

140. In the Appealed Decision, it was determined that the NDRC's decision was correct concerning the reduction of attorney's fees and, therefore, this request was dismissed as unfounded.

141. The NDRC has the authority to reduce legal expenses associated with the fees of lawyers or transportation costs if it determines that the costs are disproportionate or if the party has incurred unnecessary costs. Furthermore, the Appellant's claim was partially accepted by the NDRC. Moreover, the appeal was completely dismissed. Consequently, it was not expected that the RFF Appeals Committee would render a decision in favour of the Appellant with respect to the procedure fee.

142. Accordingly, the Sole Arbitrator determines that this request for relief must be dismissed and confirms the NDRC's decision as well as the Appealed Decision regarding the allocation of costs in those proceedings.

X. COSTS

(…)

*****

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Motiu Tudor on 30 October 2024 against the decision by the Appeal Committee of the Romanian Football Federation dated 5 September 2024 is dismissed.

2. The decision of the Appeal Committee of the Romanian Football Federation dated 5 September 2024 is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 26 September 2025

THE COURT OF ARBITRATION FOR SPORT

Duygu Yaşar
Sole Arbitrator