



TAS / CAS

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

CAS 2024/A/10849 Professional Football Club Botev Plovdiv v. Club Madenat Alamal Football Club

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Francesco Macri, Attorney-at-law in Piacenza, Italy
Arbitrators: Mr Attila Berzeviczi, Attorney-at-law in Budapest, Hungary
Mr Kepa Larumbe, Attorney-at-Law in Madrid, Spain

In the arbitration between

Professional Football Club Botev Plovdiv, Plovdiv, Bulgaria
Represented by Mr Davor Lazic, Attorney-at-Law in Zagreb, Croatia

- Appellant -

and

Club Madenat Alamal Football Club, Dubai, United Arab Emirates
Represented by Mr Tomas Francesc Gea, Attorney-at-Law in Barcelona, Spain

- Respondent -

I. PARTIES

1. Professional Football Club Botev Plovdiv (the “Appellant” or “Botev”) is a Bulgarian professional football club with its registered seat in Plovdiv, Bulgaria. It is a member of the Bulgarian Football Union (“BFS”), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
2. Club Madenat Alamal Football Club (the “Respondent” or “Madenat”) is an Emirati professional football club with its registered seat in Dubai, United Arab Emirates. It is a member of the United Arab Emirates Football Association (“UAE FA”), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the hearing, and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be presented, where relevant, in conjunction with the legal analysis.

A. Background Facts

5. On 26 August 2021, PFC Botev Plovdiv and Madenat Alamal Football Academy (the “Academy”), later changed its name to “Madenat Alamal Football Club”, signed a contract (the “Transfer Agreement”) for the transfer of the Nigerian player, Tochukwu Nnadi (the “Player”) from the Appellant to the Respondent. In this regard, according to Article 1 of the Transfer Agreement, the Parties agreed that Madenat “*will give the (necessary) permission to the Football Association involved to issue the International Transfer Certificate (ITC) for the international transfer of the Player from the Academy to PFC Botev Plovdiv*”.
6. Concerning the financial terms of the Transfer Agreement, Article 2 (“Indemnification Amount”) states as follows:

“2.1 MADENAT ALAMAL FOOTBALL ACADEMY will transfer 100% (one hundred per cent) of the rights of the player to PFC Botev Plovdiv for the amount of 7,000 EURO (seven thousand euro).”

2.2 MADENAT ALAMAL FOOTBALL ACADEMY shall receive 50% (fifty per cent) of the net transfer fee received by PFC Botev Plovdiv in case of a future sale of the player to a third club.”

7. On 13 August 2021, Botev and the Player signed an employment contract (the “Labour Contract”), where it is stated in preliminary declarations, *“that the PLAYER has agreed with the former club and the CLUB to be permanently transferred to the latter”*. Further, an “Additional Agreement to the Labour Contract of Professional Football Player no. 471/13.08.2021 (the “Additional Agreement”) was signed by the same parties that provides as follows:

“The CLUB and the PLAYER agree only in one point as follows:

- In case of sale of the player to a third club, THE PLAYER is entitled to receive a 50% of the net amount of money received by THE CLUB.

8. On 31 August 2021, Botev and Madenat signed a “Contract on Financial Donation” (“the Donation”), in which the Parties were respectively named the first as the “Donor” and the second as the “Beneficiary”. This agreement reads as follows:

1. The object of the Contract is a financial donation from the Donor totalling 7,000 Euro (in words, “seven thousand Euro”), which the Donor dedicates to the Beneficiary for the purpose of:

- supporting the development of players of the academy project of Madenat Alaman Football Academy.

2. According to the agreement of the contractual parties, the donation will be paid to the Beneficiary’s Account indicated in Article 1 above as follows:

- 7 000 euro no later than 30 September 2021.

3. The parties of the Contract had additionally agreed that the Donor’s obligation to complete the Contract shall be conditional upon the following material condition being fulfilled (the “Condition Precedent”):

- the Player Tochukwu Nnadi, a professional football player of Nigerian nationality, born on 30/06/2003, passport B00314271 will be transferred from Madenat Alaman Football Academy to PFC Botev Plovdiv.

If the Condition Precedent has not been satisfied this Agreement shall automatically be null and void and Beneficiary is obliged to return to Donor all donations effectively received under present Contract of financial donation within ten business days after receipt of corresponding request from Donor”.

9. On 22 October 2021 and 22 November 2021, by means of two subsequent bank transfer orders, Botev paid Madenat the amount agreed upon in the Donation. The transfer description for both payments reads: *“Contract on Financial 31 August 2021 Payment of 50 per cent”*.

10. On 1 December 2022, Botev and the Player concluded a new employment contract with a different remuneration, which preliminarily provides:

“CONSIDERING THAT:

A. The PLAYER declares that he is currently a free agent and all the previous contracts with other clubs have been officially terminated...”

11. On 9 January 2024, the Player was transferred from Botev to the Belgian club S.V. Zulte Waregem, where, *inter alia*, this was stated in that agreement:

“2.1. In consideration for the definitive transfer of the Player, the Buying Club shall pay to the Selling Club a fee of 750.000,00 EUR (seven hundred fifty thousand euro) (hereinafter the “Transfer Fee”), exclusive of Value Added Tax.

[...]

2.3. The Transfer Fee will be payable, taking into account the following payment schedule:

2.3.1. Payment will be done at latest 10 days 250.000,00 EUR after the Transfer Conditions are met:

2.3.2. By 15th July 2024: 250.000,00 EUR

2.3.3. By 15th January 2025: 250.000,00 EUR”

12. On 8 January 2024, prior to the transfer to Zulte Waregem, Plovdiv and the Player signed an *“Agreement to waive transfer fee entitlement”* stipulating the following:

A. The Player is currently employed by the Club under a labor contract dated 05.12.2022.

B. As per an additional agreement to the labor contract, the Club is obligated to pay the Player 50% of any transfer fee received in the event of the Player’s transfer to another club.

C. The Player has agreed to waive his right to receive the aforementioned 50% of the transfer fee in the event of his transfer from the Club.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. *Waiver of Transfer Fee Entitlement*

The Player hereby irrevocably waives his right to receive 50% of the transfer fee as stipulated in the additional agreement to his labor contract with the Club.

2. *No Entitlement*

The Player acknowledges that he shall have no entitlement to any part of the transfer fee received by the Club in the event of his transfer to another club.

3. *Full and final settlement*

The Player confirms that the waiver of the transfer fee entitlement is a full and final settlement of any claims he may have in relation to the said entitlement.

4. *Governing Law and Jurisdiction*

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of CAS.

5. *Entire Agreement*

This Agreement is an integral part of the Employment agreement No 62 and it supersedes all prior negotiations, agreements, and understandings between them, whether written or oral, relating to this subject matter.

6. *This agreement comes into force when the transfer agreement regarding the Player between the Club and another club is signed [...]*

13. According to the Transfer Matching System (TMS), the Player was first transferred from the Nigerian football club Campos Football Academy to Botev, and then from Botev to S.V. Zulte Waregem.
14. On 13 February 2024, Madenat put Botev in default and requested payment of 50% of the transfer fee for the Player to S.V. Zulte Waregem, but did not receive a positive response.

B. Proceedings before the FIFA Players' Status Chamber

15. On 18 February 2024, Madenat filed a claim against Botev before the FIFA Players' Status Chamber (the "FIFA PSC").
16. Botev submitted its reply to the FIFA PSC on 29 May 2024.
17. On 4 June 2024 and on 10 June 2024, the Parties filed their *replica* and *duplica*, respectively.

18. A decision of the Single Judge of FIFA PSC (FPSD-14411) was rendered on 15 July 2024 (the “Appealed Decision”) and notified with grounds to the Parties on 16 August 2024.
19. A summary of the FIFA PSC Single Judge’s reasoning in the Appealed Decision is as follows:
- It is undisputed that the Parties signed the Transfer Agreement and never challenged its validity, thereby clearly demonstrating their free consent to its terms. The Parties exchanged signed legal documents, confirming that the Transfer Agreement was validly concluded.
 - The amount agreed upon by the Parties was fully paid, and, according to the evidence on the TMS, the Player was registered with Botev. Moreover, Botev never requested reimbursement of the payment nor challenged the validity of the contractual terms, including the sell-on-fee clause in Article 2.1 of the Agreement.
 - Therefore, Madenat is entitled to receive 50% of the amount Botev received from S.V. Zulte Waregem regarding the Player’s transfer and registration from the latter to the Belgian club.
20. Given this legal reasoning, the operative part of the Appealed Decision reads:
- “1. *The claim of the Claimant, Madenat, is accepted.*
2. *The Respondent, Botev Plovdiv, must pay to the Claimant the following amount:*
- *EUR 125,000 as outstanding amount plus 5% interest p.a. as from 1 March 2024 until the date of effective payment.*
3. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
4. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
- 1. *The Respondent shall be banned from registering any new players, either nationally or internationally, until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
 - 2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all*

applicable interest) is still not made by the end of the three entire and consecutive registration periods.

5. The consequences shall only be enforced at the request of the Claimant in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.

6. The final costs of the proceedings in the amount of USD 5,000 are to be paid by the Respondent to FIFA. FIFA will reimburse to the Claimant the advance of costs paid at the start of the present proceedings (cf. note relating to the payment of the procedural costs below)."

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

21. On 4 September 2024, the Appellant submitted a Statement of Appeal to CAS, in accordance with Article R47 et seq. of the Code of Sports-related Arbitration (the "Code"), challenging the Appealed Decision. In the Statement of Appeal, Botev named Madenat as the first Respondent and FIFA as the second Respondent. Additionally, the Appellant nominated Mr Attila Berzeviczi, Attorney-at-Law based in Budapest, Hungary, and requested an extension of the deadline to submit the Appeal Brief, selecting English as the language of the proceedings.
22. On 17 September 2024, Madenat nominated Mr Kepa Larumbe, Attorney-at-Law in Madrid, Spain, as an arbitrator.
23. On 27 September 2024, the Appellant agreed to exclude FIFA from the current procedure, as previously requested by FIFA.
24. On 7 October 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the Code.
25. On 28 October 2024, the Respondent filed its Answer in accordance with Article R55 of the CAS Code.
26. On 9 November 2024, in accordance with Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to the present proceedings was constituted as follows:
 - Mr Francesco Macri, Attorney-at-law in Piacenza, Italy, as President
 - Dr Attila Berzeviczi, Attorney-at-law in Budapest, Hungary, and
 - Mr Kepa Larumbe, Attorney-at-law in Madrid, Spain as Arbitrators.

27. On 20 December 2024, the CAS Court office informed the Parties that, upon the Panel's decision, a request for the file of the proceedings before the Players' Status Chamber was sent to FIFA.
28. On 24 January 2025, the CAS Court office informed the Parties that the Panel decided to hold a hearing in person on 25 March 2025 in Lausanne.
29. On 18 March 2025, the Respondent's counsel requested a postponement of the hearing for at least thirty days due to health issues, as indicated by related documents. Accordingly, on 3 April 2025, the CAS Court office informed the Parties that the hearing would be held in person on 3 June 2025.
30. On 3 April 2025, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Appellant on 16 April and by the Respondent on 22 April.
31. On 3 June 2025, at 9:30 AM, only the Appellant's counsel appeared in person before the Panel, while at 10:02 AM, the Respondent's counsel informed the CAS Court office that he would not participate for the reasons stated in two communications sent to the CAS Counsel in a language other than that of the proceeding. Consequently, on the same date, the Panel informed the Parties that a new hearing was postponed to 30 September 2025.
32. On 30 September 2025, a hearing took place at the CAS Court Office in Lausanne, Switzerland. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the arbitral tribunal.
33. In addition to the members of the Panel and Mr Andrés Redondo Oshur, Counsel to the CAS, the following legal representatives attended the hearing in person and by videoconference:
 - for the Appellant, Mr Davor Lazić in person and,
 - for the Respondent, Mr Tomas Francesc Gea, by videoconference.
34. The Panel heard evidence from Mr Alexey Balyberdin and Mr Alexey Kirichek, respectively Assistant to Sport Director and Executive Director at the material time, both witnesses called by the Appellant, and from Mr Joseph Nforbin, President of Madenat, called by the Respondent. The President of the Panel invited them to tell the truth, subject to the sanctions of perjury under Swiss Law. The Parties and the members of the Panel had ample opportunity to examine and cross-examine the expert and the witnesses.
35. The Parties were given full opportunity to present their cases, submit their arguments, and answer the questions posed by the members of the Panel.

36. At the conclusion of the hearing, the Parties explicitly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been fully respected, except that the Appellant reserved the right to appeal the Panel's decision regarding the admission of Mr Nforbin as a witness, which was considered a Respondent's late and inadmissible request and a violation of its right to be heard.
37. At the conclusion of the hearing, the Parties requested that the Panel suspend the decision pending ongoing negotiations to reach an amicable agreement. Consequently, the CAS Court office informed the Parties that any communication in this regard should be filed by 13 October 2025.
38. On 14 October 2025, the CAS Court office informed the Parties that, as no valid communication had been filed within the above deadline, the Panel would proceed with its deliberations on the merits of the case.
39. The Panel confirms that it carefully heard and took into account in its decision all the submissions, evidence, and arguments presented by the Parties, even if they have not explicitly been summarised or referred to in the present arbitral award.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

40. This section of the Award does not contain an exhaustive list of the Parties' contentions. It aims to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Appellant's Submissions

41. The Appellant's submissions, in essence, may be summarised as follows:
 - On 26 August 2021, the Parties reached an agreement regarding the transfer of the Player, who later, in 2024, moved from Botev to the Belgian club FC Zulte Waregem. The first instalment of the transfer fee was fully paid through a financial donation from the Appellant to the Respondent, as outlined in a separate contract signed by the Parties on 31 August 2021. Additionally, it was agreed that the Respondent would receive fifty percent of the net transfer fee received by the Appellant in the event of a future transfer of the Player to a third club.
 - Instead, it is disputed that the Respondent held any right on the Player, nor was it entitled to receive the sell-on fee thereby provided.

- The Player was never registered with the Respondent under the TMS, and the transfer to the Respondent was not reported in the relevant Transfer History or in the player's Electronic Passport (the "EPP"). Indeed, in both documents, it is noted that the Player's transfer was evidently finalized from the former Nigerian club, Campos F.C., to the Appellant and, subsequently, to the Belgian Club, SV Zulte Waregem.
- The provided evidence, redacted chronologically, serves as the official basis for calculating the training amounts recognized under the FIFA Regulations for the listed clubs, including training compensation and the solidarity mechanism. Consequently, the lack of any reference to the Respondent confirms that it never had any right to the Player nor to receive the claimed compensation.
- The rights and obligations of both parties should be determined by examining the contracts signed in August 2021, specifically the "Transfer Agreement" and the "Donation." These documents outline the transfer details, the fee paid by the Appellant via the donation, and the sell-on fee clause. In this context, the Respondent failed to fulfill its obligation to transfer the Player to the Appellant and, consequently, it is not entitled to receive the sell-on fee specified in the contracts.
- The Respondent was required to transfer a "professional football player of Nigerian nationality" to the Appellant, but this transfer never took place. This is confirmed by the TMS, which outlines the Player's sporting history and shows that the International Transfer Certificate (ITC) was issued from Nigeria, not from the UAE, where the Respondent is based and registered under the relevant Federation.
- Additionally, the Appellant's payment of EUR 7,000 made as a donation was carried out in good faith to a non-authorized club that has no rights concerning the Player. The Appellant decided to treat this payment as a genuine donation to maintain a positive relationship with the Respondent. However, this payment holds no legal effect on the enforceability of the sell-on fee clause.
- According to the Swiss Civil Code of Obligations (the "SCO"), specifically Article 82, the Respondent's claim is invalid since it never fulfilled its obligation to transfer the Player to the Appellant.
- As stated in Article 3 of the Donation, the condition for payment of the sell-on fee was the transfer of the Player between the Parties; however, the Respondent had no rights to the Player and was therefore not in a legal position to fulfill its obligations from the beginning of the negotiations. Notwithstanding, the Appellant acted under a defect in consent, as per Articles 23 and 24 of the SCO, and paid the agreed amount in good faith.

- The Respondent submitted an Amateur Player Contract to the FIFA Football Tribunal, indicating that the Player held amateur status before signing the transfer agreement, not a professional status. According to Article 13 of the Regulations on Status and Transfer of Players (the “RSTP”), when a player transfers as an amateur, the previous club is not entitled to receive any compensation or economic rights. Therefore, it follows that the Appellant had no obligation to pay any amount to the Respondent, also due to the Player’s status, regardless of any prior agreement.
- In any case, even if the Contract were to be considered binding on the Appellant, the 50% sell-on clause would constitute *laesio enormis* for the Appellant, as it imposes an undue and disproportionate financial burden. Furthermore, the Appellant may be sued with further claims related to training compensation or solidarity contributions due to the Player’s amateur status.
- Additionally, the procedural principle of estoppel, specifically “*non venire contra factum proprium*”, cannot be used against the Appellant. This is because the Respondent unlawfully asserted that it held the rights to the Player in order to obtain the initial payment of EUR 7,000, which was made in good faith. This situation cannot give rise to any legitimate claim in favor of the Respondent.
- Since the Respondent had no rights to the Player, he was considered a free agent. The Appellant then negotiated directly with the Player regarding the same sell-on fee clause previously agreed with Madenat, which provided for the sharing of 50% of any future transfer profits. This agreement was formalized in an additional contract signed by both the Appellant and the Player. Furthermore, this contract confirms that the Player himself did not view himself as bound by any agreement with the Respondent. Moreover, the Appellant’s initial donation constitutes unjust enrichment for Madenat.
- The Amateur Player Contract provided by the Respondent to FIFA, which is allegedly signed on 9 June 2021, is null and void because the Player was a minor at that time. Furthermore, that contract lacks the Player’s legal representative’s signature or approval.
- The evidence provided by the Respondent lacks authenticity and credibility, and fails to establish any valid contractual relationship with the Player. Notably, the Respondent requested the entry permit to the UAE in 2023, well after the contract was allegedly signed in 2021. Additionally, the Player’s professional licenses associated with “Madenat Football Club” do not match those of the Respondent, since the trade name points to a different entity, “Madenat Alamal Football Academy.”

42. On this basis, the Appellant made the following request for relief:

- “1. The Appeal filed on 7 October 2024 by PFC Botev Plovdiv against the decision of the FIFA PSC Decision of 15 July 2024 in the case Ref. Nr. FPSD-14411 is upheld.*
- 2. The decision of the FIFA PSC of 15 July 2024 in the case Ref. Nr. FPSD-14411 is amended as follows:
“The claim of the Claimant, Madenat, United Arab Emirates, is rejected.
The final costs of the proceedings in the amount of USD 5,000 are to be borne by the Claimant Madenat, United Arab Emirates.”*
- 3. The procedural costs in the amount of USD 5,000 incurred before the FIFA PSC and paid by PFC Botev Plovdiv to FIFA are to be reimbursed to PFC Botev Plovdiv by Madenat, United Arab Emirates.*
- 4. The Respondent Madenat, United Arab Emirates, is ordered to pay the following costs of the Appellant:*
 - CHF 10,000 legal costs,*
 - all arbitration costs, courier fees, translation fees, travel and accommodation costs, at the end of proceedings before CAS (if applicable)”.*

B. The Respondent’s Submissions

43. The Respondent’s submissions, in essence, may be summarised as follows:
- In August 2021, the Player was officially registered with the Respondent. The Club operated as an academy, meaning all players, including Mr Nnadi, were amateurs. At the time of signing the transfer agreement, the Appellant was aware that the Respondent held the rights to the Player and paid the first instalment of the transfer fee, totalling EUR 7,000.
 - As an academy, the Respondent did not have access to the Transfer Matching System (TMS) until September 2021, when it began participating in professional competitions, and the club changed its company name. Regardless, the Appellant confirms that it negotiated the transfer with the Respondent’s legal representatives, thus fully aware that the Player was not a free agent.
 - The Respondent acted in good faith and in accordance with principles of Swiss law. The Transfer Agreement reflects the parties’ true intention to negotiate the transfer of the Player and the agreed conditions, which should be considered valid and binding on the Appellant.
 - The Appellant voluntarily executed the transfer agreement, paying the first instalment of EUR 7,000 in October and November. By that time, the Player was already registered with Botev in the TMS platform. Thus, the Appellant fulfilled

its obligations willingly, fully aware that the Respondent held the rights to the Player.

- The Respondent is an academy and is not registered in the TMS; however, this does not prevent it from claiming the amounts specified in the contract. The Respondent's understanding of current regulations is significantly less than that of the Appellant, who appears to be exploiting this knowledge gap by alleging a fictitious error in the Player's registration.
- Contrary to the Appellant's claim, only Botev benefited unjustly. They exploited the Player's performances, who was trained by another club, and were not required to reimburse the Respondent for the Player's sports and living expenses incurred.
- Considering the evidence and the genuine intentions of the Parties, *pacta sunt servanda*, and the Respondent is entitled to receive the agreed-upon 50% of the sell-on fee already paid to the Appellant by S.V. Zulte Waregem.

44. On these grounds, the Respondent made the following requests for relief:

1. *To accept this case at the CAS in the competent court to consider this dispute.*
2. *That the case be processed in accordance with the rules of procedure*
3. *Pursuant to article R29 of the CAS Code, the Claimant chooses English as the language of proceedings.*
4. *Professional Football Club Plovdiv should be ordered to pay Madenat Alamal FC a total amount of 125,000 € plus 5% interest p.a. as from 1 March 2024 until the date of effective payment.*
5. *Professional Football Club Plovdiv should be ordered to pay Madenat Alamal FC a total amount of 250,000 € of the rest of the amounts that must be received for the contract reached with the appellant.*
6. *The Appellant is obligated to pay Madenat Alamal FC compensation for legal fees and other costs incurred in this proceeding. The procedural costs in the amount of USD 5,000 incurred before the FIFA PSC and paid by Madenat Alamal FC to FIFA are to be reimbursed, and the appellant is ordered to pay the following costs of the Respondent: CHF 10,000 legal costs, all arbitration costs, courier fees, translation fees, travel and accommodation costs, at the end of proceedings before CAS (if applicable)."*

V. JURISDICTION

45. The jurisdiction of CAS derives from Article R47 of the Code, which reads:

“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.”

46. Article 57 paragraph 1 of the FIFA Statutes (Edition 2023) states 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”,

47. The Respondent does not contest CAS jurisdiction.

48. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

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

VI. ADMISSIBILITY

50. 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document.”

51. The FIFA Statutes provide that appeals must be made within 21 days of receipt of the decision being appealed.

52. The Appealed Decision was communicated to the Parties on 16 August 2024.

53. The Appellant filed its Statement of Appeal on 4 September 2024 and, therefore, within 21 days from the communication of the Appealed Decision. The Club completed its appeal in accordance with the terms of Articles R48 and R51 of the Code and within the deadline set by the CAS Court Office for its submission. The Appeal complied with all of the requirements of Article R47 et seq. of the Code, including the payment of the CAS Court Office fee.

54. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

55. Article R58 of the Code provides as follows:

“Law Applicable to the merits. 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.”

56. Article 56(2) of the FIFA Statutes reads as follows:

“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”

57. The Panel notes that neither Party, before FIFA PSC or CAS, requested that the issues covered in the Contract be decided by Bulgarian Law, as provided in Article 4 of the Transfer Agreement. Furthermore, the Contract does not specify which provisions of Bulgarian Law shall apply, e.g., “Labour Law”, “Contractual Law” or “Commercial Law”. Instead, the Panel notes that the provision itself provides that *“any dispute arising out of the Agreement shall be submitted to the jurisdiction of the competent body of FIFA or directly for settlement to the Court of Arbitration for Sport [...] in accordance with the arbitration rules of CAS”*.

58. Since the Contract does not explicitly specify the Bulgarian rules of law to be applied and given that this is an international football dispute in which the Parties did not provide any statements on this matter, the Panel clarifies that Bulgarian Law cannot be considered when determining which law applies to the merits.

59. In their submissions, the Parties stated that the FIFA Regulations and Swiss Law apply, pursuant to Article R58 of the CAS Code and the FIFA Statutes, a position explicitly confirmed during the hearing.

60. The Panel is satisfied that the FIFA Regulations are applicable, with Swiss Law applying additionally to fill in any gaps or lacunae within those regulations.

VIII. MERITS

A. The Main Issues

61. The Panel notes that there is no dispute between the Parties regarding the signing of the Transfer Agreement, the conditions set out therein, and the subsequent transfer of the Player to the third club, Zulte Waregem.
62. Instead, the Appellant objects that the Respondent had no rights to the Player because he was not correctly registered within the UAE FA and, accordingly, in the FIFA system. Therefore, any obligations in the Transfer Agreement, including the sell-on fee clause for any subsequent sale to a third club, were null and void. As a result, the Player was a free agent at the time of registration with the Appellant.
63. The Respondent contests the above statement, arguing that the Player was part of the club before the conclusion of the Transfer Agreement with the Appellant. However, he was not registered within the UAE FA, nor in the TMS because the club did not hold professional status at that time, a status it later obtained. Additionally, the Appellant voluntarily made the first agreed payment for the transfer, indicating that the contract was valid and binding on both parties under the principle of *pacta sunt servanda*.
64. The Panel must determine whether the Player was properly registered with the Respondent or was a “free agent,” and, as a result, whether the Parties’ agreement is invalid. This assessment depends on whether the Appellant’s submissions meet the applicable standard of proof.
65. Swiss law, in particular, Article 8 of the Swiss Civil Code (SCC), states that: “*Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact*”.
66. This position is supported by CAS jurisprudence which provides that “*In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its ‘burden of proof’, i.e. it must meet the onus to substantiate its allegations and to affirmatively approve the facts on which it relies with respect to that issue.*” (See inter alia CAS 2009/A/1909).
67. As a result, the Panel observes that the burden rests with the Appellant to prove the alleged facts, specifically that the Respondent held no rights on the Player and therefore it has no right to claim the agreed sell-on-fee.
68. Given this background, the main issues to be resolved by the Panel are:
 - i. Was the Player properly registered with the Respondent according to the applicable regulations at the time of the transfer agreement?
 - ii. If the Player was not registered with the Respondent, was the transfer agreement between the Parties still valid?

- iii. Should the payment of the donation be viewed as fulfilling the terms of the contract?

Was the Player properly registered with the Respondent according to the applicable regulations at the time of the transfer agreement?

69. Firstly, the Panel draws its attention to the registration system organised by FIFA in 2021, the year of the transfer, to compare the relevant provisions with the case at stake and to understand if the Player was correctly registered with the Respondent.
70. In this regard, Article 5 of the FIFA Regulations on the Status and Transfer of Players, February 2021 Edition (the “FIFA RSTP”), provided as follows:

“III. REGISTRATION OF PLAYERS

5 Registration

1. Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2. Only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering, a player agrees to abide by the FIFA Statutes and regulations, the confederations and the associations.

2. A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions.”

71. On this basis, the Panel notes that, to be eligible to participate in organised football, a player should have been electronically registered in the relevant association’s system with their FIFA ID, whether as a professional or an amateur.
72. Moreover, under Article 7 of the FIFA RSTP, the relevant details of the player are contained in a player passport, which lists the clubs with which he/she has been registered since their 12th birthday. And pursuant to Article 9 of the FIFA RSTP, in case of international transfers, a player can be transferred from one association to another “*once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association*”.
73. To conclude the regulations’ framework, Article 11 of the FIFA RSTP details the consequences of fielding a non-registered player:

“Unregistered players.

Any player not registered at an association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned."

74. To sum up, according to the FIFA RSTP, a player can be fielded for a club only if he/she was electronically registered with a club in the relevant association's system, which, in turn, has received the ITC from the previous association in the case of an international transfer. The player's electronic passport contains details of the club(s) where they have played during their career.
75. In this regard, the FIFA Commentary, edition 2021, underlined the importance and the purpose of the players' registration, stating the following:

"THE IMPORTANCE OF REGISTRATION

The principle underlying the entire registration system is that every player who wants to participate in organised football, be they amateur or professional, must be registered with a club. This registration is held by the member association with which the club is affiliated. Only once the registration process is concluded does a player become eligible to participate in organised football. Following an international transfer, a player is thus not eligible to participate in organised football until the member association to which their new club is affiliated has confirmed the player registration date in TMS.²⁹ A member association or league may naturally stipulate further eligibility conditions for participation in national championships."

"THE PURPOSE OF REGISTRATION

A player may only be registered with a club for the purpose of playing organised football. This follows logically from the fact that registration is the central requirement that allows a player to participate in organised football. Accordingly, a player should not be registered to represent a club for any other reason than to allow them to play football for that club. In particular, registration with the intent of obtaining unjustified (financial) benefits (e.g. to avoid payment of taxes or training compensation) and/or to circumvent applicable rules and regulations or laws is considered illegitimate. Therefore, this provision must be read in conjunction with the prohibition on bridge transfers in article 5bis of the Regulations"

76. Concerning the electronic passport, the following is further confirmed:

The raison d'être of the player passport is inextricably linked to the training reward regimes. The importance of accurate data should be obvious. Subject to the pertinent preconditions being fulfilled, the engaging club is responsible for calculating and paying

training compensation and/or the solidarity contribution, as the case may be, to the training club(s) on the basis of the player passport. For international transfers, the player passport is uploaded by the member association of the player's former club to TMS when it creates an ITC in favour of the member association to which the engaging club is affiliated.

[...]

Only a player passport issued and confirmed by a member association will be considered by the DRC and the PSC in case of a dispute (emphasis added). *If such a dispute arises, it is the responsibility of the claimant club to provide all player passports from the relevant member associations involved and to enter them into TMS, thus ensuring that there is a complete record of the player's career history for evidential purposes.*

77. Finally, in case of unregistered players, this was explained:

"If a player must be registered with a member association to play for a club, and only registered players are eligible to participate in organised football, it follows that any player who is not registered with a member association and is still fielded for a club in an official match¹⁰⁹ will have played illegitimately. In most cases, the sporting consequences of fielding unregistered players are the club that fielded the ineligible player forfeiting the relevant match. There is also provision to impose additional sanctions on the player as well as the club that fielded them."

78. For the sake of completeness, the above content of the FIFA provisions has not changed over the years; instead, it has been implemented through the extended application of the Transfer Match System (the "TMS") to international transfers, already in force at the time of the facts (see Annexe 3 of the FIFA RSTP).

79. CAS Panels have extensively addressed the topic of the rights deriving from the registration of football players: sporting rights, i.e., the entitlement to field the player; and economic rights, i.e. the possibility to assign, with the player's consent, the contract rights to another club in exchange for a given sum of money or other consideration. In *CAS 2004/A/635 RCD Espanyol de Barcelona SAD v. Club Atlético Velez Sarsfield*, award of 27 January 2005, the Panel stated as follows:

"27. The P.S. Committee based its opinion on the circumstance that FIFA rules require that a player be registered to play for only one club at any given time. The Panel agrees that this is a basic tenet of FIFA rules; however, it seems to the Panel that this requirement does not prevent two clubs from apportioning between them the economic rights related to a player, as long as the player is under an employment contract with either team and expressly consents to such apportionment."

28. *In the Panel's opinion, in professional football a basic legal distinction is to be made between the "registration" of a player and the "economic rights" related to a player:*

- the registration of a professional player with a club and with the pertinent national federation serves the administrative purpose of certifying within the federative system that solely that club is entitled to field that player during a given period; obviously, such federative registration is possible only if there is an employment contract between the club and the player;

- a club holding an employment contract with a player may assign, with the player's consent, the contract rights to another club in exchange for a given sum of money or other consideration, and those contract rights are the so-called "economic rights to the performances of a player" (hereinafter "economic rights"); this commercial transaction is legally possible only with regard to players who are under contract, since players who are free from contractual engagements – the so-called "free agents" – may be hired by any club freely, with no economic rights involved".

80. The Panel notes that the Appellant stated it found no evidence of the Player's registration with the Respondent in the relevant electronic passport during the registration process. As a result, the Player was considered a free agent. Based on this, the Appellant and the Player signed a new contract on 1 December 2022, in which the Player declared himself a "free agent player," replacing the contractual conditions previously set by the Respondent.
81. In response, the Respondent asserts that the Player was properly registered with the club since 2020. However, as the club was an academy at that time, it could not enter the registration in the TMS system. The Respondent further states that the signed transfer agreement demonstrates both Parties were aware that the Respondent held the Player's rights, as evidenced by the Appellant's payment of the first instalment of the agreed transfer fee.
82. The Panel emphasizes that proper player registration is essential for the organization of competitions and finds that the Player was not registered with the Respondent. Therefore, no valid transfer agreement could be executed under the current regulations.
83. In this regard, evidence from the file and the Respondent's President's testimony during the hearing confirm that the Player has never been registered with the Respondent.
84. The Player's Electronic Passport (EPP) number EPP-36337 indicates that the first international transfer to be considered is from the African Football Club, Campos, directly to the Appellant, with no registration record in the Emirates. After this, the Player transferred from Bulgaria to Zulte in Belgium. Notably, the first registered

movement in the EPP is dated 5 December 2022, which coincides with the Appellant's signing of the contract with the Player as a "free agent."

85. The above is further confirmed by the "Transfer history" of the Player, which notes that on 17 February 2022 the Respondent attempted to enter a transfer instruction in the system but, due to reported incomplete information, the request was cancelled the following day, i.e. 18 February 2022. Four days later, on 22 February 2022, following a request from the Nigerian Football Federation, the ITC was issued and duly received by the Bulgarian Football Union on the 23 February 2022. In this regard, the TMS excerpt confirms that only the transfer from Nigeria was duly finalized, while the references with Madenat were cancelled.
86. Mr Nforbin, the President of Madenat, provided a clear and detailed statement during the hearing. He explained that the Player had been found abandoned in Dubai by his previous agent, and he began playing in friendly matches with the Respondent. At that time, Madenat was simply a football academy and did not participate in any official competitions organized by the Emirati football leagues. Additionally, he acknowledged that he was unable to register the Player with the UAE FA, which necessitated requesting a visa for the Player to remain in the Emirates through another company. To obtain a work permit for relocation to Bulgaria, the Player had to return to Nigeria, where he received the necessary visa to be registered in Bulgaria with the Appellant.
87. The absence of any registration is strongly reinforced by the clarification from the President of the Respondent, who admitted their lack of information about the Player's prior registration with a Nigerian football club—information that was only communicated to them by the Appellant. It is undeniable that the Respondent would have been fully aware of this situation had they taken the necessary steps to submit the proper registration to the Emirati football association.
88. The Panel finds that the registration with the relevant association is a precise obligation of the clubs to field the players and, conversely, fielding a player without such registration could lead to sanctions from the Federations, above all FIFA itself. On the other hand, the paramount importance of the registration is further corroborated by the fact that a non-registered player could terminate the contract with just cause and claim damages from the non-complying club (see CAS 2023/A/9953).
89. Moreover, according to FIFA regulations and CAS jurisprudence, the transfer of the economic rights of a player is legally possible only with regard to players who are under contract and duly registered.
90. The Player's transfer history confirms that no valid registration was completed with the UAE FA by the Respondent; the Nigerian Football Federation delivered the ITC

to the BFS (and any attempt by Madenat was cancelled), and the matter was reported to the EPP for alleged compensation purposes.

91. As the Player was unable to represent the Respondent in official matches, it follows that he could not be legitimately transferred to a third club, such as the Appellant, as occurred in this case.
92. In CAS 2014/A/3813 RFEF vs. FIFA, that Panel had, *inter alia*, the chance to evaluate the importance of the registration of a Player and confirmed that this requirement is mandatory for clubs and Associations to field the players: “*As a preventive measure, national associations are required to ensure that clubs follow the procedure laid down under Article 5.1 RSTP. As a curative role, national associations are generally and by implication empowered to take disciplinary action on clubs that field players who have not been registered at the national association*”. In this case, the relevant Emirati football association denied the issuance of the ITC, allegedly citing a lack of registration, and the transfer was completed directly between the Nigerian and Bulgarian Football Associations.
93. Given the above, the Panel finds that the Player was not correctly registered with the Respondent under current FIFA regulations, and that the Respondent held no valid right to transfer him to a third club.

If the Player was not registered with the Respondent, was the transfer agreement still valid?

94. The Panel observes that, under Article 1 (“International Clearance”) of the Transfer Agreement dated 26 August 2021, the Respondent was obliged to transfer the Player to the Appellant as of 13 August 2021, and to release all necessary permissions for the ITC to finalize the international transfer to the Bulgarian Football Association.
95. According to Article 2 (“Indemnification amount”), the Parties agreed that, as a consequence of the complete finalization of the transfer, the Respondent was obliged to receive:
 - EUR 7,000 for 100% of the rights of the Player
 - 50% of the net transfer fee received by the Appellant in case of a future sale of the Player to a third club.
96. Concerning the above obligation, it is undisputed that the Appellant paid EUR 7,000 through the financial donation provided in a separate contract signed on 31.08.2021 where, at Article 3, was explicitly agreed that such payment shall be conditional of the transfer of the Player from Madenat to Botev under the penalty of nullity in case this condition (the transfer) would not have been satisfied.

97. In this regard, the Appellant submits that the transfer was legally impossible and the contract is void according to the provision of Article 20 of the Swiss Code of Obligations (the “SCO”): *“a contract is void if its terms are impossible, unlawful or immoral”*. Alternatively, since the Appellant acted in defect in consent on a fundamental condition of the contract, i.e., that the Respondent held the rights on the Player, the contract should be null and void according to Articles 23 and 24 of the SCO (Error, effects, cases of error).
98. The Respondent argues that the contract was negotiated in good faith and that the Appellant had greater experience and legal resources to understand the contract’s terms and consult the Player regarding his football status. Additionally, the first payment was made as required, enabling the Appellant to register the Player. Therefore, declaring the contract null and void would result in unjust enrichment for the Appellant, who would benefit from the training and sports expenses incurred by the Respondent over the years.
99. The Panel shares the Appellant’s submissions and finds that, in view of the absence of any registration of the Player with the Respondent, this condition has not been fulfilled and the Appellant’s payment shall be considered without just cause.
100. The Transfer Agreement sets out two key financial terms. The first is a EUR 7,000 payment for the Player’s rights. The second entitles the Respondent to a 50% sell-on fee from any future transfer if the Player is sold to another club. The initial payment is required for the contract to be valid, and the sell-on fee applies only if the transfer is completed.
101. To assess an agreement’s content, the Panel refers to Art. 18(1) of the SCO, which governs contract interpretation. This provision states that the parties’ mutually agreed intent determines a contract’s form and content, regardless of errors or attempts to conceal its true nature. Thus, precise contract wording is not decisive; courts focus on the parties’ true intent at the time of contracting.
102. To complete this process, the courts will apply different interpretation techniques. As to the facts, they will consider the circumstances of each case, in particular the parties’ conduct, the various stages of the negotiations, earlier drafts of the contract, and other relevant facts. In general, the courts tend to construe contracts in a way that upholds their validity and enforceability (*“favor negotii”*). They are allowed to take into account customs and usages existing in the particular business and/or in the specific place where the contract was made or is to be performed (Vischer AG, “The Essentials of Swiss Contract Law: Interpretation of Contracts (No. 2)”, Vischer Knowledge Blog, 19 April 2023, available at <https://www.vischer.com/en/knowledge/blog/the-essentials-of-swiss-contract-law-interpretation-of-contracts-no-2-40037/>).
103. In light of the above, the Panel concludes that, although the contract outlines two conditions to be satisfied at different times, it is logical and consistent with the Parties’

intentions to link the effectiveness of both conditions in the Transfer Agreement to the transfer of the Player from the Respondent to the Appellant. This intention is further emphasized in the Donation, where the Parties explicitly state that the agreement's conclusion and the validity of the payment depend on the agreed transfer between them.

104. Contrary to the Respondent's claims, the transfer was not completed after payment and did not depend on Madenat's actions. As Mr Nforbin stated, the player needed to return to Nigeria for the agreement to be finalized. The EPP and TMS excerpt further confirm this.
105. The Respondent did not participate in finalizing the agreement because it lacked authority to do so due to the Player's improper registration. As a result, under Article 20 of the SCO, the agreement is void as the transfer was impossible. The contract would not have been concluded if the Appellant had known the Respondent had no rights to the Player.
106. For the sake of completeness, it's important to note that while the Appellant's submissions are substantiated by the evidence in the case file and the witness declarations made at the hearing, the Respondent's claim that the absence of formal proof of the Player's registration in the Transfer Matching System (TMS) was merely a formality cannot be upheld. This position clearly contradicts the mandatory registration system established by FIFA.
107. The Player's presence at the Respondent's premises or the fact that he was fielded in friendly matches does not grant the Respondent any rights. It has been clearly shown that the Respondent was not registered with the relevant association, the UAE FA, and with Madenat as well.
108. Furthermore, it is crucial to note that when the amateur contract was signed on 9 June 2021 (with legal effects from 2 January 2021), the Player was still a minor, being 17 years old at the time (he was born on 30 June 2003) and, therefore, unable to enter into any labor contract without explicit parental consent. This situation underscores the invalidity of any claims the Respondent may have.
109. Persons who have not yet reached the age of 18 are considered minors, and minors who do not have the capacity to consent may not enter into contracts. Capacity to consent is defined in Article 16 of the Swiss Civil Code.
110. Moreover, under Article 19 of the Swiss Civil Code, legal transactions entered into by minors who have the capacity to consent are voidable unless they are entered into with the consent of one of the minor's legal representatives (usually the parents). The legal representative's consent can be given before, during, or after the transaction. The principle of good faith (Art. 2 of the Swiss Civil Code) is decisive in determining

whether a parent has consented to a child's action. It is generally assumed that parents must still consent to each contract.

111. During the hearing, Mr Nforbin acknowledged that he was fully aware of the Player's status as a minor when the contract was signed. Notwithstanding this knowledge, he failed to contact the parents to secure their consent. In this regard, it is crucial to note that Article 19 of the contract explicitly states, "*each party has been represented by and had the opportunity to consult legal counsel regarding the negotiation and execution of this Agreement.*" This essential provision, however, was evidently disregarded in this instance, raising further significant questions about the agreement's validity.
112. In CAS 2022/A/8592 (USD Lavagnese v. FIFA), that Panel reinforced the general prohibition on the international transfer of minors under Art. 19 of the FIFA RSTP (protection of minors). The general prohibition contained in article 19(1) FIFA RSTP is based on the fact that, while international transfers might, in very specific cases, be favourable to a young player's sporting career, they are very likely to be contrary to their best interest as minors. The interest of protecting the adequate and healthy development of a minor as a whole must prevail over purely sporting interests.
113. Whether or not the Player was abandoned in Dubai (and the Panel recognizes the value of the Respondent's assistance in this situation), or even if the Respondent was an academy or an amateur club, it had a clear responsibility toward a minor, as was the Player at that time. Specifically, an amateur club has a responsibility to familiarize itself with Article 19(1) of the FIFA RSTP, as it may be penalized for violating it regardless of its actions or knowledge of the national association. Generally, relying on regulatory guidance from a national association is sufficient, but regarding Article 19(1) of the FIFA RSTP, an amateur club cannot depend on the registration granted by a national association (which did not happen in this case) as a defence against an allegation of breach, especially if the circumstances indicate that the registration application should never have been made. The amateur club must make reasonable inquiries into how the player arrived in the country and determine whether to apply for foreign minor player registration.
114. The Panel concludes that the contract between the Player and the Respondent, which was signed when the Player was a minor and was never ratified by his parents, is deemed null and void. As a result, in any case, it cannot lead to any valid registration, which, in any event, was never requested by the Respondent.

Should the payment of the donation be viewed as fulfilling the terms of the contract?

115. As determined in the Appealed Decision, the Single judge of the PSC noted that the Appellant paid the amount of EUR 7,000 related to the transfer of the Player's rights and, subsequently, the latter was duly registered with the Appellant. The Single Judge

upheld the Respondent's claim, stating that the Appellant "*never requested reimbursement or challenged the validity of article 2.1 of the Transfer Agreement. As per the legal principle venire contra factum proprium, the Respondent cannot challenge the validity of the sell-on fee pursuant to article 2.2 of the Transfer Agreement but accept the payment of the transfer fee*".

116. The Appellant challenges these findings, arguing that the Respondent was never entitled to payment due to a lack of registration. The Appellant maintains that, since it was unaware of the Player's actual situation at the time of payment, the principle of *non-venire contra factum proprium* does not apply. The Appellant further asserts that "*quod ab initio vitiosum est, non potest tractu temporis convalescere*," meaning that something fundamentally flawed cannot be validated over time. The Appellant adds that it did not seek repayment to preserve a good relationship with the Respondent, as it was tied to the African football academies.
117. The Panel agrees with the Appellant's submissions and finds that the payment is irrelevant to the validity of the Transfer Agreement itself. As explained above, the entire agreement was based on the transfer of the Player's rights (federative or sporting rights and economic rights), which were not correctly registered with the Respondent, who, in turn, could not execute the transfer under FIFA regulations.
118. The conclusion that the Player was ultimately registered with the Appellant does not establish any legitimate expectations or rights for the Respondent. This is supported by several compelling points: *i)* the Player's registration took place from Nigeria to Bulgaria; *ii)* there is no evidence of any connection in the system between the Player and the Respondent, either within the Emirates or internationally; *iii)* the donation payment was explicitly linked to a transfer from Madenat to Plovdiv, which, in this case, did not occur. Given these facts, it is clear that the Respondent cannot claim any entitlement arising from the Player's registration.
119. The Panel acknowledges that the Appellant has voluntarily waived the claim for restitution of the amount paid in connection with the financial donation, which could have been filed, since the Transfer Agreement is impossible and invalid. In accordance with the principle of *non decidere ultra petitem*, the Panel will refrain from adjudicating this matter.

C. Conclusion

120. Based on the foregoing, the Panel finds that:
- The Club discharged its burden of proof in establishing that the Respondent held no rights on the Player at the time of signing the Transfer Agreement on 26 August 2021.

- The Respondent failed to fulfil its obligations under the Transfer Agreement and has no right to claim the agreed sell-on-fee.
- Payment of the donation fee does not confer any right on the Respondent.

121. Therefore, the Appeal is upheld in its entirety.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 4 September 2024 by Professional Football Club Botev Plovdiv against the decision issued on 15 July 2024 by the Single Judge of the Players' Status Chamber of the Fédération Internationale de Football Association is upheld.
2. The decision issued on 15 July 2024 by the Single Judge of the Players' Status Chamber of the Fédération Internationale de Football Association is set aside.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of Arbitration: Lausanne, Switzerland

Date: 10 August 2026

THE COURT OF ARBITRATION FOR SPORT

Francesco Macri
President of the Panel

Attila Berzeviczi
Arbitrator

Kepa Larumbe
Arbitrator