TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11330 FC Zenit JSC v. Nikolai Solovev, Omladinski Fudbalski Klub Grbalj

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Kepa Larumbe, Attorney-at-law in Madrid, Spain

in the arbitration between

FC Zenit JSC, Saint Petersburg, Russia

Represented by Ms Anastasia Malyarchuk and Mr Evgenii Zatula, Attorneys-at-law in Saint Petersburg, Russia.

-Appellant-

and

Mr Nikolai Solovev, Moscow, Russia

Represented by Mr Yury Zaytsev, Mr Mikhail Prokopets, Mr Ilya Chicherov, Mr Yury Yakhno and Ms Ekaterina Dyakova, Attorneys-at-law in Moscow, Russia.

- First Respondent-

and

Omladinski fudbalski klub Grbalj, Radanovici, Montenegro

- Second Respondent -

I. PARTIES

1. FC Zenit JSC (the "Appellant" or "Zenit") is a professional football club based in Saint Petersburg, Russia, and affiliated with the Football Union of Russia ("FUR"), which in turn is also affiliated with the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Nikolai Solovev (the "First Respondent" or the "Player") is a professional football player of Russian nationality.

3. Omladinski Fudbalski Klub Grbalj (the "Second Respondent" or "Grbalj") is a professional football club based in Radanovici, Montenegro, and affiliated with the Football Association of Montenegro ("FAM"), which in turn is also affiliated with FIFA.

4. The Player and Grbalj are collectively referred to as the "Respondents".

5. The Appellant and the Respondents are collectively referred to as the "Parties".

II. FACTUAL BACKGROUND

A. Background Facts

6. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence. 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 it considered necessary to explain its reasoning.

7. On 20 June 2022, Zenit and the Player concluded a professional football player employment contract (the "Zenit Contract"), with duration until 10 June 2023.

8. The following clauses of the Employment Contract are relevant to the present dispute:

"ARTICLE 1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Footballer is employed as a professional footballer of football team «Zenit» (youth team), thereinafter - the «Football Team».

1.2. The primary place of work is St. Petersburg, Russia. Employment with the Club shall be Footballer's primary working place.

1.3. The employment of the Footballer hereunder is of the itinerant nature, i.e. the Footballer shall perform his employment obligations hereunder away from his permanent place of work.

1.4. At the conclusion of this Agreement, other agreements with the Club, as well as in the settlement of disputes, the Footballer has the right to use the services of a intermediary, lawyer or trustees.

ARTICLE 3. FOOTBALLER'S OBLIGATIONS

3.1. The Footballer shall:

3.1.1. take part in football matches of the Club, as well as trainings, match analyses, meetings, conferences, workshops etc, and travel to training facilities, i.e. take part in all arrangements of the Club's team, in accordance with instructions of Club's management, Sporting Director, coaches of Club's youth team and Zenit-2 team, even if he is not expected to play in a match as a starter or substitute player. The same shall also apply to Footballer's participation in football activities, trainings and matches of the Club's first team.

(...)

3.1.8. not play for any other football club (team) or engage in any other sporting activity during the course of the Agreement without the Club's written consent. This provision does not apply to playing for the national team as provided by the regulations in force;

(...)

3.2. The list of Footballer's obligations set out in clause 3.1. herein is not exhaustive. The Footballer shall bear other obligations as provided by the Agreement, other documents of the Club, FIFA, UEFA, FUR, RPL as well as Russian mandatory legislation.

3.4. In case the Footballer does not carry out his obligations under the Agreement or carries them out unduly, the Club may subject him to sanctions in accordance with the Labor Code and Internal Regulations. Disciplinary sanctions are imposed through the Club's order which shall be presented to the Footballer who shall confirm his familiarization therewith by his signature

ARTICLE 4. CLUB'S OBLIGATIONS

4.1. Club undertakes to provide the Footballer with all required conditions for his employment in accordance with Russian labor legislation and the Agreement. At Footballer's request, payments to him may be made to any bank account in Russia specified by the Footballer.

4.2. The Club undertakes to arrange training and playing processes under management of qualified specialists. The Club shall provide training and playing facilities as well as other facilities in full accordance with sanitary and technical norms, shall provide facilities for rehabilitation of the Footballer.

4.4. For the term of the Agreement, the Club shall provide the Footballer with life and health insurance and with medical insurance both on the territory of the Russian Federation and during his stay on the initiative of the Club abroad for the entire term of this Agreement.

ARTICLE 5. AGREEMENT'S DURATION

5.1. The Agreement shall be deemed a labor contract concluded for a definite term. Taking into account Footballer's type of employment in the Club (team) and in accordance with article 348.2, paragraph 1, of the Labor Code of the Russian Federation the Agreement shall be concluded for the definite period from «01» July 2022 through «10» June 2023. Start date of work - «01» July 2022.

ARTICLE 7. MONTHLY POSITION SALARY ANO BONUSES

7 .1. Throughout the term of the Agreement the Club shall pay the Footballer the monthly position salary of 22 000 (Twenty-two thousand) rubles. The Club also pay the Footballer a fixed monthly personal allowance in the amount of 8 000 (Eight thousand) rubles.

7.2. If during the period of validity of the Agreement, the Footballer appears on the field in 10 (Ten)

official matches in the starting XI of the youth team of the Club in the Youth Championship and / or in the starting

XI of Zenit-2 team in the Championship of the teams of the FNL clubs of the first or second divisions :

- the amount of the Footballer's monthly salary specified in clause 7 .1. above will in crease and shall be equal to 40 000 (Forty thousand) rubles;

- the amount of the fixed monthly personal allowance of the Footballer specified in paragraph 7 .1. above will increase and shall be equal to 10 000 (Ten thousand) rubles.

The new monthly position salary and a fixed monthly personal allowance specified in this paragraph shall apply to the month following the month in which the Footballer appeared on the field in the tenth official match in the starting XI of the youth team and / or Zenit-2 team in accordance with this paragraph, and all subsequent months.

When calculating the statistics of the Footballer and the Club's teams far the purposes of this paragraph, the Parties shall refer to the official website of the RPL and FNL.

7.3. The monthly position salary shall be paid in two equal statements by 10-th day and 25-th day of a current month. On the 25th, the first part of the Footballer's salary far the current month is paid in the amount of at least 50 percent of the official salary; On the 10th day of the month following the settlement date, a full settlement is made with the Footballer. lf the

day of payment coincides with a weekend or non-working holiday, payment of wages is made on the eve of this day.

7.4. During the period of temporary incapacity far work of the Footballer caused by a sports injury received by him in the performance of duties under this Agreement, the Club, at its own expense, makes an additional payment to the allowance far temporary incapacity far work up to the amount of the average earnings of the Footballer in the event that the difference between the amount of the specified allowance and the amount of average earnings does not is covered by insurance payments far additional insurance of the Footballer carried out by the Club.

7.5. Team bonuses - which may, or may not, be paid in accordance with the Regulations on bonuses far members of the Zenit team in the respective tournaments, to be approved (or not) by the Club at its own discretion. The team bonuses to the Footballer, if any, as well as any individual bonuses enlisted in this Appendix, may be not paid, or their amount may be decreased, in case the Footballer breaches his labor obligations under the Agreement or Principles and Rules of FC Zenit and/or terminates the Agreement before its end date set in article 5 of the Agreement. Far the purposes of this clause, the Club defines the breach of employment obligations at its own discretion (Footballer's explanation is not required). No team bonus far result / achievement of the Club's first team in any competition shall be allocated and/or paid to the Footballer if he definitely leaves the Club (far any reason) before the Club's first team reaches a relevant result / achievement and/or if he leaves before the Club passes a decision to introduce or approve relevant bon uses.

7.6. AII amounts payable to the Footballer in accordance with the Agreement, including in accordance with this Article 7, shall be subject to deductions set by Russian legislation and shall be subject to income tax as well as other compulsory deductions and payments

ARTICLE 9. CONTRACT'S TERMINATION

9.1. The Agreement may be terminated ahead of time on the grounds provided far by the current legislation of Russia.

This Agreement may be terminated before the expiration of its validity on the grounds provided far in Art. 78, 80, 81 and Chapter 54.1 of the Labor Code of Russia.

9.2. The dismissal of the Footballer is documented by the order (instruction) of the management of the Club and brought to the attention of the Footballer against signature.

9.3. Upon Agreement's expiry or termination ahead of time the Footballer is entitled to receive all his monies due on the day of his discharge or, in any case, no later than the next day after presenting his claim far final settlements. On the day of final settlement the Footballer shall be given his service record.

9.4. After Agreement's termination or expiry the Footballer shall not divulge or use in his own or third parties' interests the commercial secrets or confidential information of the Club that he obtained while being employed at the Club. The Footballer shall abstain from any

negative, or critical!, or unfavorable, public commentaries (press conferences, interviews, posts on social media accounts etc.) regarding any and all aspects of his work at the Club. Any violation of this obligation shall be subject to a penalty of 200 000 (Two hundred thousand) rubles far each such incident. This clause shall be va lid throughout this Agreement's validity and five years after this Agreement terminates or expires.

9.5. The Club may unilaterally terminate the Agreement ahead of time under the Russian Labor Code (Article 81) if the Footballer is stripped of his Football Union of Russia registration, which permits him to participate in non-amateur football competitions, or he is disqualified far 6 (six) months or more or he is found guilty of an anti-doping rule violation.

9.6. In case the Agreement is unilaterally terminated ahead of time by the Footballer the Club shall be entitled to the compensation in accordance with Russian labor legislation, as well as with FUR and FIFA regulations. The Parties may agree on amount of such compensation".

9. In the beginning of October 2022, the First Respondent left Russia.

10. On 10 October 2022, the Player sent a letter attached to Zenit, that stated as follows:

"I, Solovev Nikolai Nikolaevich, with reference to provisions of Article 77, Part 1, Clause 3, Article 80, Article 348.12 of the Labor Code of the Russian Federation, ask to be dismissed of my own free will on 11 November 2022.

The motive for making the decision to be dismissed at my own request was the actual exclusion of me as an athlete from the game process, transfer to participate in training events in the younger training age group, that, in turn, completely blocks the opportunity for me to improve sportsmanship and professional growth, makes the job meaningless."

11. On 11 October 2022, Zenit sent a letter by e-mail to the Player with the following content:

"*Re: breach of the conditions of the labor agreement*

Dear Nikolai Nikolaevich,

On 20 June 2022 you and FC Zenit JSC (hereinafter referred as to "FC Zenit", "Club") entered into the labor agreement for the period from the 1st July 2022 until the 10th July 2023. You are included into FC Zenit players' lists to participate in professional football competitions, inter alia, in the Russian Youth Football League-1 (hereinafter referred as to "YFL-1").

According to the youth team manager D.A. Belyaev, you were instructed to come to the trainings of the youth team participating in YFL-1 starting from 4 October 2022. Nevertheless, in the period from the 5th through the 7th of October, you did not show up at the trainings of the team.

We draw your attention that according to your labor agreement you shall take part in football matches of the Club, as well as in trainings, match analyses, meetings, conferences, workshops etc., and travel to training facilities, i.e. take part in all arrangements of the Club (p. 3.1.1), and also observe orders (instructions) of the coaches, administrators and team managers of the Club, and comply with all decisions of the Club's managing bodies (p. 3.1.2.).

In light of the above, I kindly ask you to provide, within the next two business days, reasons for your absence in the workplace, immediately stop breaching your labor agreement and appear in training events of the Club's team participating in YFL-1, and also observe all orders of the coaches, administrators and team managers of the FC Zenit.

We draw your attention that the Club may impose disciplinary and other types of sanctions right up to the termination of the labor agreement at the Club's initiative (the latter in case you continue breaching your contract). Moreover, in case of early termination of the labor agreement at the Club's initiative due to your breaches of the contract, FC Zenit shall have a right to file a request for payment of compensation against you and/or your future football club. In addition, a long sporting disqualification may be applied to you.

General director

A. Medvedev"

12. On 17 October 2022, Zenit sent a new letter to the Player, that reads as follows:

"Re: termination of the labor agreement with just cause

Dear Nikolai Nikolaevich,

On 10 October 2022 FC Zenit JSC (hereinafter referred as to "FC Zenit", "Club") sent you the demand to stop breaching the labor agreement entered into between you and the Club on 20 June 2022. Nevertheless, you have not resumed performace of your labor duties; the Club has received neither response to the Club's demand, nor any explanation of the reasons of your absence in the workplace.

By the present letter, FC Zenit demands once again that you immediately get in touch with the YFL-1 team manager Dmitry Alenchikov via phone number + 7 931 000 04 89 or via e-mail: alenchikov@fc-zenit.ru. In addition, we request that you immediately stop breaching your labor agreement and resume execution of your labor obligations.

If you do not resume participating in training events on or before 19 October 2022 or do not send valid reasons for your absence in the workplace, the Club will terminate the labor agreement with just cause by the Club on 20 October 2022 due to your serious breach of the contract.

We draw your attention that in case of early termination of the labor agreement due to your breach, FC Zenit intends to claim compensation from you and/or your future football club, as well as application of long sporting disqualification to you.

General director

A. Medvedev"

13. On 17 October 2022, the Player sent an e-mail and the letter of 10 October 2022 attached thereto to Zenit that stated as follows:

"*I hereby send to FC Zenit JSC a statement of the employee (professional football player) on my dismissal on my own will.*

The statement is sent in the form of a scanned copy in PDF format.

The Statement on paper was sent to FC Zenit JSC by courier fom JSC Russian Post.

The reasons for the decision to dismiss ate set out in the statement.

Considering the circumstances of the decision to dismiss, I ask you to consider the possibility of dismissing me before the expiration of the thirty-day period established by law".

14. On 20 October 2022, Zenit sent a new letter to the Player, and stated *inter alia* as follows:

"On 10 October 2022 and 17 October 2022, FC Zenit JSC (hereinafter referred as to "FC Zenit", "Club") sent you the demand to stop breaching the Contract entered into between you and the Club on 20 June 2022. Nevertheless, you have not resumed execution of your labor obligations; the Club has received neither response to the Club's request, nor any explanation of the reasons of your absence in the workplace.

Thus, during the period from 05 October 2022 through 20 October 2022 you were absent from the workplace without just cause and did not fulfill your labor obligations, which is the valid reason for termination of the Contract by the Club with just cause. Moreover, on 18 October 2022 the Club received your letter of dismissal on your own will without just cause. We draw your attention that by the date you sent the letter of dismissal to FC Zenit, you had not executed your labor obligations for the long time, to be exact for 13 days.

In light of the above, based on article 81 (6.a) of the Labor Code of the Russian Federation (unauthorized absence), we hereby inform you of termination of the Contract at the Club's initiative on 20 October 2022 (the last day of your employment at FC Zenit). We ask you to arrive at the Club immediately to sign the order of dismissal.
We draw your attention once again that the Club intends to claim compensation from you and/or your future football club, as well as the application of sporting disqualification to you."

15. On 14 December 2022, Zenit put the Player in default and requested payment of RUB 911,221 as compensation for breach of contract, to be paid within 10 days, to no avail.

16. On 9 February 2023, Grbalj wrote to Zenit and enquired about the Player's status.

17. On 10 February 2023, the Player and Grbalj entered into an employment agreement, valid as from the same date until 20 June 2023, for a monthly remuneration of EUR 450.

18. On 10 February 2023, the Grbalj entered a transfer instruction in the FIFA Transfer Matching System (hereinafter, "TMS) to "*engage the player out of contract*" on a permanent basis. On the same date, the FUR confirmed the First Respondent's identity in the relevant instruction in line with Title V, Annexe 3 of the FIFA Regulations on the Status and Transfer of Players, and the FAM requested the First Respondent's International Transfer Certificate (hereinafter, "ITC*"*).

19. On 11 February 2023, the FUR delivered the Players' ITC to the FAM, without any distinctive issues.

20. On 13 February 2023, the Zenit informed the Grbalj that the Player was obliged to pay compensation for breach of contract and warned that, in case Grbalj registered him, the Zenit would sue the Grbalj before FIFA.

21. Also on 13 February 2023, the Player was registered with the FAM and Grbalj.

III. PROCEEDINGS BEFORE THE DISPUTE RESOLUTION CHAMBER OF THE FIFA FOOTBALL TRIBUNAL

22. On 31 May 2023, Zenit filed a claim before the FIFA Football Tribunal's Dispute Resolution Chamber (the "FIFA DRC"), which, by decision dated 3 August 2023 and notified with grounds on 14 August 2023 (FPSD-10407), declined jurisdiction citing the absence of an international dimension under Article 22(1)(a) and (b) of the FIFA Regulations on the Status and Transfer of Players.

23. Zenit appealed the decision to the Court of Arbitration for Sport (CAS), which, by award dated 6 May 2024 (*CAS 2023/A/9955 FC Zenit v. Solovev Nikolai, OFK Grbalj & FIFA*), overturned the FIFA DRC's ruling, affirmed its jurisdiction under Article 22(1)(a), and remitted the case to the DRC for a decision on the merits.

24. On 8 May 2024, the FIFA general secretariat took due note of the CAS Award and invited the parties to file additional submissions regarding the substance of the dispute

25. In summary, Zenit asserted that the Player had unilaterally and without just cause terminated his employment contract by abandoning his duties, failing to attend training sessions and matches, and leaving the country without prior notice or authorization. It maintained that it had made good faith efforts to preserve the employment relationship, including issuing formal notices requiring the Respondent to resume his obligations.

26. Zenit further contended that the Respondent's allegations of exclusion from the team and relegation to a younger training group did not constitute just cause for termination and were unsupported by evidence.

27. Zenit sought compensation in the amount of EUR 15,077, calculated on the basis of lost salary, insurance, medical expenses, and training compensation, and requested that the Second Respondent, OFK Grbalj, be held jointly and severally liable, as it had engaged the player with knowledge of the ongoing contractual dispute.

28. Zenit filed the following request for relief:

"1. To declare that:

A) The First Respondent and the Second Respondent shall pay FC Zenit EUR 15,077.00 (Fifteen thousand and seventy-seven euros) net, being the amount of compensation for the unilateral termination of the Contract;

B) The First Respondent and the Second Respondent shall pay the annual interest of 5% on the amount of compensation starting from 21 October 2022.

2. In addition to the above, the First Respondent and the Second Respondent shall bear any and all additional costs (including procedural costs) of the proceedings that the Dispute Resolution Chamber may deem appropriate to levy as a result of consideration of the case in question".

29. In summary, the Player submitted that the employment contract had in fact been terminated by Zenit, not by the Respondent, and that such termination had been executed without just cause.

30. The Player argued that he had been marginalized by Zenit, excluded from official matches, and relegated to training with a younger age group, thereby depriving him of professional development opportunities. The Respondent further invoked the extraordinary circumstances prevailing in Russia at the time, including the risk of military conscription, as justification for his absence.

31. Finally, the Player challenged the Zenit's calculation of compensation, contending that items such as insurance premiums, medical expenses, and training compensation were not recoverable under the applicable FIFA regulations.

32. The Player's requests for relief were the following:

"The Player respectfully requests the FIFA Football Tribunal to rule as follows:

1. The appeal filed by Football Club Zenit is dismissed.

In the alternative:

2. The football player Nikolai Solovev has no obligations towards Football Club "Zenit" on repayment of compensation for breach of contract and/or any other pecuniary claim.

3. No sporting sanctions are imposed on the football player Nikolai Solovev."

33. In summary, Grbalj denied any liability, asserting that it had not induced the breach of contract and that it had only engaged the player after a significant period had elapsed following the termination of his contract with the Zenit.

34. Grbalj maintained that there had been no prior negotiation or agreement with the Player before the contract was terminated and that it had derived no benefit from the early termination. The Second Respondent further submitted that, under the applicable FIFA regulations, joint and several liability and sporting sanctions were unwarranted in the absence of evidence of inducement or bad faith.

35. The Second Respondent's requests for relief were the following:

"The Football Club Grbalj respectfully requests the Football Tribunal to rule as follows:

1. The claim filed by Football Club Zenit is dismissed.

2. No joint and several liability is imposed on FC Grbalj.

3. No sporting sanctions are imposed on FC Grbalj."

36. On 27 March 2025, the FIFA DRC rendered the decision with reference FPSD-14572 (the "Appealed Decision"). The operative part of the Appealed Decision read as follows:

"1. The claim of the Claimant, FC Zenit JSC, is rejected.

2. This decision is rendered without costs".

37. On 27 May 2025, the FIFA DRC notified the grounds of the Appealed Decision, determining, *inter alia*, the following:

"69. In this respect, the Chamber looked to the sequence of the correspondence exchanged between the parties, noting that the Claimant first put the First Respondent in default on 10 October 2022, and then subsequently issued another correspondence on 17 October 2022 asking the First Respondent to resume his duties within 2 days or his Contract would be terminated.

70. The majority of the DRC then highlighted that, in the First Respondent's reply to the Claimant, he employed terms such as "ask[ing] to be dismissed of my own free will on 11 November 2022" and "making the decision to be dismissed at my own request," in reference to a provision of the Russian Labor Code. In this sense, the majority of the Chamber understood that this correspondence from the First Respondent could not be interpreted as an unequivocal or unqualified declaration of termination of the employment relationship. Rather, the majority of the members of the DRC drew particular attention to the specific

wording employed in the Claimant's subsequent correspondence of 20 October 2022, which stated that "[…] we hereby inform you of termination of the Contract at the Club's initiative on 20 October 2022 […]."

71. Considering all the above and on the basis of the elements in the file, the majority of the Chamber considered it was sufficiently established that it was the Claimant who terminated the Contract via its correspondence dated 20 October 2022".

(…)

"78. With the above in mind and after having carefully analysed the parties' respective submissions, the majority of the Chamber concluded that, under the specific circumstances of the present case, an absence of 15 days (or 13, as stated in the Claimant's termination letter) cannot be deemed as a substantial breach of an employment contract capable of triggering the consequences of an unlawful termination under the Regulations.

79. In particular, the majority of the Chamber was comfortable with the above conclusion upon recalling: (i) the reasons cited by the First Respondent for his departure from Russia, (ii) the language employed in the First Respondent's correspondence regarding his request to be dismissed in a month's time, which could not be interpreted as an unequivocal or unqualified declaration of termination of the employment relationship, as set out above, (iii) the fact that he was a young player and his parents had also departed Russia, (iv) the war outbreak (which, while not expressly mentioned in the First Respondent's notice, was a known circumstance), (v) the fact that the Claimant requested the First Respondent's return within a mere 2 days and the request was to return to training and the immediate termination on 20 October 2022, and, consequently, (vi) the apparent lack of interest in the First Respondent's services.

80. Hence, under the totality of the circumstances of the case as outlined above, the majority of the DRC considered there were more lenient measures to be taken by the Claimant, instead of abruptly terminating the Contract within a span of 10 days after its first communication to the First Respondent regarding his absences; particularly, considering that it only granted the First Respondent a single deadline of 2 days to return to his duties prior to terminating the Contract (cf. the Claimant's letter dated 17 October 2022).

81. In light of the foregoing, the majority of the DRC held that the Claimant did not have just cause to terminate the Contract and its claim for compensation shall therefore be rejected".

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

38. On 10 June 2025, in accordance with Article R47 and Article R48 of the Code of Sports-related Arbitration (2022 edition) ("CAS Code"), the Appellant filed its Statement of Appeal with the CAS against the Respondents, challenging the Appealed Decision. In his Statement of Appeal, the Appellant suggested that a Sole Arbitrator be appointed and that no hearing be held.

39. On 25 July 2025, the CAS Court Office, on behalf of the Director General of the CAS and further to Articles R33, R52, R53 and R54 of the CAS Code, informed the Parties that the Panel appointed to decide the present dispute was constituted as follows:

Sole Arbitrator: Mr Kepa Larumbe, Attorney-at-law in Madrid, Spain

40. On 15 August 2025, after being granted extensions, the Appellant filed his Appeal Brief in accordance with Article R51 of the CAS Code.

41. On 27 August 2025 the First Respondent informed the CAS Court Office of his legal representatives and requested an extension of his deadline to file the Answer to the Appeal Brief until 5 October 2025, that was granted after having heard the Appellant.

42. On 6 October 2025, the First Respondent filed its Answer, in accordance with Article R55 of the CAS Code.

43. The Second Respondent did not file its Answer.

44. On 3 November 2025, after consulting the Parties, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing by video-conference, further to Articles R44.2 and R57 of the CAS Code.

45. On 2 December 2025, the CAS Court Office transmitted to the Parties the Order of Procedure, which was duly signed by the Appellant and the First Respondent. The Second Respondent did not sign the Order of Procedure.

46. On 11 December 2025, the hearing of the present case was held by videoconference. In addition to the Sole Arbitrator and Mr Andrés Redondo Oshur, CAS Counsel, the following persons attended the hearing:

For the Appellant:	Mr Oleg Zadubrovskiy (Legal Counsel).
	Ms Anastasia Malyarchuk, (Legal Counsel).
	Mr Evgenii Zatula, leading (Legal Counsel).
	Mr Dmitriy Belyaev (Club representative).
	Mr Denis Novikov (Expert).
For the First Respondent:	Mr Maksim Kozyrev (Legal Counsel).
	Ms Ekaterina Dyakova (Legal counsel).

The Second Respondent did not attend the Hearing.

47. At the outset of the hearing, the Appellant and the First Respondent confirmed that they did not have any objection as to the composition of the arbitration panel. During the hearing, the Appellant and the First Respondent had the opportunity examine and cross examine the expert, Mr Denis Novikov, to present their case, to submit their arguments and submit their final pleadings. At the end of the hearing the Appellant and the First Respondent expressly declared that they did not have any objections with respect to the procedure and that their right to be heard had been fully respected.

V. SUBMISSIONS OF THE PARTIES

48. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' written submissions, their verbal submissions at the hearing and the contents of the Appealed Decision were all taken into consideration.

A. The Appellant

49. The Appellant made the following requests for relief in its Appeal Brief:

1. To set aside the decision REF. FPSD-14572 passed by Dispute Resolution Chamber of FIFA Football Tribunal on 27 March 2025 and to pass a new decision, which replaces the challenged decision.

2. To declare that:

2.1. The First Respondent and Second Respondent shall jointly and severally liable to pay FC Zenit EUR 15,077.00 (Fifteen thousand and seventy-seven euros) net, being the amount of compensation for the unilateral termination of the labor agreement;

2.2. The First Respondent and Second Respondent shall pay jointly and severally liable to pay FC Zenit the annual interest of 5% on the amount of compensation starting from 21 October 2022.

Or, alternatively (without prejudice and only in case if the prayers under paras. 1 and 2 of this Appeal Brief are rejected because the Second Respondent is not responsible for the termination of the Labor agreement),

3. To declare that:

4.1. The First Respondent shall pay FC Zenit EUR 15,077.00 (Fifteen thousand and seventy-seven euros) net, being the amount of compensation for the unilateral termination of the labor agreement;

4.2. The First Respondent shall pay FC Zenit the annual interest of 5% on the amount of compensation starting from 21 October 2022.

4. In addition to prayers above, the First Respondent and Second Respondent shall pay a contribution to the Appellant of CHF 3,000 towards its legal or other expenses.

5. In addition to prayers under above the First Respondent and Second Respondent shall bear the entire CAS administration costs and the Arbitrator' fees and any and all additional costs of the proceedings that CAS may deem appropriate to levy as a result of consideration of the case in question.".

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

- The Appellant contends that the Player unilaterally terminated his employment contract without just cause. The sequence of events demonstrates that the Player left Russia for Serbia in early October 2022 without authorization or notification, ceased performing his contractual duties, and subsequently communicated his intention to retire or be released from the club. Zenit asserts that the Player's conduct—specifically, his 16-day unauthorized absence and failure to respond to repeated requests to resume his duties—constituted a fundamental breach of contract under both Russian law and the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP).

- The Appellant rejects the various justifications advanced by the Player for his unilateral termination, including alleged exclusion from the game process, lack of playing time, loss of motivation, and purported fear of military conscription. Zenit argues that none of these reasons amount to just cause under the applicable regulations. The club emphasizes that the Player was not an "established professional" entitled to invoke sporting just cause under Article 15 of the FIFA RSTP, and that the Player's subsequent registration with another club contradicts his claim of retirement.

- Zenit maintains that, even if the contract were deemed to have been terminated by the club, the Player's prolonged unauthorized absence justified dismissal for disciplinary reasons under Article 81(6a) of the Russian Labour Code. The club followed the requisite procedures by issuing formal warnings and providing the Player with an opportunity to explain his absence. The Appellant further submits that the Player's resignation letter constituted an unequivocal unilateral termination notice under Russian law, obliging the club to dismiss him.

- The Appellant asserts that it acted in good faith and took all reasonable steps to preserve the employment relationship, only proceeding to formalize the termination after the Player's conduct irreparably damaged the requisite mutual trust. FC Zenit contends that the FIFA DRC misapplied the "ultima ratio" principle by expecting the club to tolerate further absence or impose lesser sanctions, despite the Player's clear intention not to return.

- Zenit claims entitlement to compensation for the Player's unilateral termination without just cause, calculated in accordance with Article 17 of the FIFA RSTP and Russian law. The Appellant seeks EUR 15,077.00, reflecting salary, insurance, health costs, and training

compensation. The club further submits that the Player's new club, Grbalj, is jointly and severally liable for the payment of compensation, as it benefited from the Player's early termination and, under the applicable FIFA RSTP provisions, such liability is automatic.

- Finally, Zenit requests the imposition of sporting sanctions on both the Player and Grbalj, pursuant to Article 17(3) and (4) of the FIFA RSTP, given the breach occurred during the protected period and in the absence of evidence to rebut the presumption of inducement by the new club.

B) The First Respondent

51. The First Respondent made the following requests for relief in its Answer to the Appeal:

"*1. The appeal filed by Football Club Zenit is rejected.*

2. The decision of the FIFA Football Tribunal passed on 27 March 2025 in the case Ref. Nr. FPSD-14572 is confirmed.

3. Football Club Zenit shall bear all costs incurred with the present procedure.

4. Football Club Zenit shall pay the football player Nikolai Solovev a contribution towards its legal fees and other expenses incurred in connection with the present proceedings, in an amount to be determined at the Sole Arbitrator's discretion".

52. The First Respondent´s submissions, in essence, may be summarized as follows:

- The First Respondent contends that the employment contract was terminated by the Club, not by the Player. He relies on Zenit's dismissal letter expressly invoking Article 81 of the Russian Labour Code (employer-initiated termination) and submits that his prior resignation notice did not effect termination, remained revocable during the statutory notice period, and could have resulted in consensual termination only by agreement under Article 80. On this basis, the Respondent asserts that the operative termination was the Club's disciplinary dismissal of 20 October 2022.

- The Respondent further submits that Zenit terminated the contract without just cause under the FIFA RSTP. He argues that the club's reliance on a 16-day absence from training is, on its face, insufficient to meet the "just cause" threshold, particularly where the Player was not being fielded for official matches, the club's warnings addressed only training sessions, and less severe measures were available. He invokes the principles of proportionality and ultima ratio, noting the Player's age (18), the specific and exceptional context of partial mobilization in Russia, and the Club's failure to conduct a meaningful inquiry or to escalate discipline progressively. In these circumstances, the Respondent maintains that continuation of the contractual relationship was not rendered impossible and that dismissal was a disproportionate response.

- Independently of the "just cause" analysis, the Respondent submits that Zenit is not entitled to compensation. He argues that both parties demonstrated a lack of genuine interest in continuing the employment relationship: Zenit had relegated the Player to train with a younger group, afforded minimal match participation, and then displayed prolonged inaction in pursuing its claim and in contesting the Player's subsequent international transfer. In light of this mutual disengagement and the broader extraordinary circumstances, the Respondent contends that no compensable damage arises, or, at minimum, any compensation must be mitigated or reduced.

- In the alternative, should compensation nevertheless be awarded, the First Respondent submits that the calculation must be significantly reduced. Compensation should be based on net remuneration, in the contract currency (RUB), to avoid unjust enrichment through exchange-rate volatility. He proposes using the average of the net salary due under the Zenit Contract and the salary earned with the subsequent club over the residual term, resulting in a limited figure reflecting positive interest. He contests the inclusion of insurance premiums, medical expenses, and training compensation on the basis that these heads are not contemplated by Article 17 RSTP, are unsupported by evidence, or are unrelated to the acquisition of the Player's services. If any such amounts were considered, he argues they must be amortized pro rata over the contractual term. He further submits that the "specificity of sport" is not a freestanding head of damages and cannot be invoked to inflate compensation absent proof of actual loss; if applied at all, it should operate as a corrective to reduce compensation given the Club's lack of sporting use of the Player and its contribution to the breakdown.

- Finally, the First Respondent submits that any request for sporting sanctions must be dismissed for lack of standing, as only FIFA may be the proper respondent in a vertical dispute concerning the imposition or non-imposition of disciplinary measures.

C) The Second Respondent

The Second Respondent did not file its Answer.

VI. JURISDICTION

53. Article R47 of the CAS Code provides as follows:

"An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body".

54. In addition, Article 49.1 of the FIFA Statutes states:

"1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents".

55. The jurisdiction of CAS, which is not disputed by the Parties, is based on the above-mentioned provisions. In addition, the Appellant and the First Respondent confirmed the jurisdiction of CAS by signing the Order of Procedure.

56. The Sole Arbitrator, therefore, is satisfied that CAS has jurisdiction over this dispute.

VII. ADMISSIBILITY

57. 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 of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late".

58. Article 50.1 of the FIFA Statutes provides that:

"Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question".

59. It is undisputed that the appeal was filed within the 21 days set by Article 50.1 of the FIFA Statutes. In particular, the grounds of the Appealed Decision were notified to the parties on 27 May 2025 and the Statement of Appeal was filed with the CAS Court Office on 10 June 2025. This represents 14 days from notification of the grounds, which is within the 21-day prescribed time. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

60. It follows that the appeal is admissible.

61. The Sole Arbitrator also notes that the Second Respondent did not file an Answer to the Appeal. Whilst the Second Respondent participated in the proceedings before the FIFA DRC and filed submissions and requests for relief at first instance, it has elected not to participate in the present proceedings. The Sole Arbitrator observes that the Second Respondent's non-participation does not affect the admissibility of the appeal or the jurisdiction of CAS to determine the dispute, including as it relates to the Second Respondent. The Second Respondent was duly notified of the proceedings and afforded every opportunity to present its case. In accordance with Article R55 of the CAS Code, the Sole Arbitrator can proceed with the arbitration and to render an award notwithstanding the absence of an Answer of a particular party. The Sole Arbitrator has therefore proceeded to determine the merits of the appeal on the basis of the submissions and evidence on file.

VIII. APPLICABLE LAW

62. Article R58 of the CAS Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and 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, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

63. Article 49.2 of the FIFA Statutes provides that:

"2. 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".

64. In summary, the Appellant submits that the applicable framework to the merits is anchored in the FIFA Regulations, with Swiss law applying on a subsidiary basis. By virtue of clause 11.5 of the Zenit Contract, the relationship between the Appellant and the First Respondent is governed by the substantive laws of the Russian Federation, together with the Club's internal regulations and, where applicable, the regulations of the RFU, RPL and FNL, and additionally FIFA; issues not regulated by those instruments are to be determined under Swiss law in accordance with the FIFA Statutes. As regards the relationship between the Appellant and the Second Respondent, the Appellant maintains that the FIFA Regulations apply primarily, with Swiss law subsidiarily.

65. In summary, the First Respondent contends that the FIFA Regulations constitute the primary law applicable to the merits, while Swiss law applies on a subsidiary basis to interpret and fill lacunae in those Regulations. Any national law chosen by the parties, including Russian law, operates only as secondary law for matters not governed at all by the FIFA Regulations, such as the concrete calculation of salaries or bonuses, or, by way of example, the characterisation under domestic law of which party effected termination.

66. CAS panels have interpreted Article R58 of the CAS Code as follows (CAS 2017/A/5465, 2017/A/5374, CAS 2018/A/5624, etc.):

"*Pursuant to Article R58 of the Code, in an appeal arbitration procedure before the CAS, the "Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision". It follows from this provision that the "applicable regulations", i.e. the statutes and regulations of the sports organisation that issued the decision (here FIFA) are applicable to the dispute irrespective of what law the Parties have agreed upon. In the Sole Arbitrator's view, the Parties cannot derogate from this provision if CAS retains jurisdiction which is the case here. To conclude,*

therefore, the Sole Arbitrator finds that Article R58 of the Code takes precedent over the direct choice-of-law clause contained in the Parties' agreements and that, thus, the FIFA rules and regulations apply primarily." (para. 57, CAS 2017/A/5374; para. 57, CAS 2018/A/5624)

67. The Sole Arbitrator considers that Article R58 of the CAS Code and Article 49.2 of the FIFA Statutes apply in full, and therefore the Sole Arbitrator shall apply primarily the FIFA Regulations, namely the RSTP, and additionally Swiss Law, since this is "*(...) the law of the country in which the federation,* association *or sports-related body which has issued the challenged decision is domiciled*" (which, in this case, is FIFA).

68. Additionally, insofar as a central issue is which party effected the termination of the Zenit Contract and it was carried out within the framework of Russian employment law, the Sole Arbitrator will, where appropriate, have regard to the Labour Code of the Russian Federation (LC RF) as a supplementary source, without prejudice to the primary application of the FIFA Regulations and the subsidiary application of Swiss law, for the limited purpose of characterising and assessing the termination of the Zenit Contract.

IX. Evidentiary proceedings

69. The Sole Arbitrator addresses the Appellant's requests for the production of evidence under Article R44.3 of the CAS Code, having considered the written submissions of the parties and the applicable procedural framework. The Appellant sought an order compelling the production of various communications and related materials allegedly evidencing contacts between the Player and the Second Respondent prior to the termination of the Zenit Contract. The First Respondent objected that the requests were defective, speculative, overbroad, and untimely, and that they failed to meet the threshold established by Article R44.3 of the Code.

70. The Appellant's position may be summarized as follows: it submits that it reasonably suspects that the Second Respondent induced the Player to breach his employment agreement and that the existence of communications "leading to [the Player's] employment" with the Second Respondent should be inferred from common industry practice, including the exchange of initial messages, transmission of offers or draft contracts, and the conduct of pre-contract medical examinations. The Appellant contends that it cannot access such materials itself and that the duty to collaborate in establishing the circumstances should favour ordering production. The Appellant thus requested, initially in broad terms, "information regarding all communications with the Player leading to his employment," and subsequently specified three categories, namely the first message, any message containing an offer or draft employment contract, and any pre-contract medical examination documents.

71. In summary, the First Respondents' position is that the Appellant's requests do not satisfy Article R44.3 because they do not adequately demonstrate the likely existence of the documents sought, they are framed in speculative and exploratory terms, and they are vague or overbroad as to subject matter and time. The First Respondent further argue that no contacts existed during the Player's employment with FC Zenit and that negotiations with the Second Respondent occurred only after the termination of the Player's contract, culminating in a contract concluded in early February 2023.

72. The Sole Arbitrator rejects the Appellant's requests for production. The Appellant has not demonstrated that the documents sought are likely to exist in the sense required by the Code, nor that they are relevant and material to the outcome, as explained below. The Sole Arbitrator notes that Article R44.3 of the CAS Code imposes a burden on the requesting party to show both the likely existence and the relevance of the documents, and that document production is not directed to unrestricted discovery, but a focused mechanism directed to specific, identified items reasonably believed to exist.

73. In particular, the Sole Arbitrator rejects the requests for the following reasons:

- The requests are fundamentally prospective in nature. They rest on the assumption that the Player and the new club must have been in contact during the term of the Zenit Contract, notwithstanding the absence of any concrete indicia in the file that negotiations commenced during the life of that contract. The Appellant's reliance on generalized industry practice does not, without more, discharge its burden to demonstrate the likely existence of the specific documents it seeks in this case, at the relevant time.

- The requests are premised on mere conjecture, assumptions, and suspicion rather than on case-specific facts or indicia tied to the time, actors, or subject matter of the alleged communications. The evolution from an initial request for "all communications" to a trio of categories still lacks the required specificity and continues to seek evidentiary fishing, which Article R44.3 does not countenance.

- The Appellant's reliance on the Player's travel to Serbia as a bordering country to Montenegro is unpersuasive. Serbia is a different jurisdiction, and geographic proximity alone does not constitute a factual indication of contact or inducement. The argument, as advanced, is speculative and incapable of satisfying Article R44.3's requirement to show that the requested documents are likely to exist.

- The file contains an inquiry from the Second Respondent to the Appellant regarding the Player's status on 9 February 2023, which supports a timeline of initial contact proximate to, and not during, the Zenit Contract. This contemporaneous inquiry undermines the Appellant's thesis of clandestine negotiations months earlier and does not support the requested evidence production. The evidence before the Panel reflects that negotiations culminated in a contract in early February 2023 and registration immediately thereafter, aligned with the relevant registration period, which is inconsistent with the Appellant's asserted earlier timeline.

74. Finally, the Appellant contends the asserted relevance of its requests on the premise that the Player unilaterally terminated the Zenit Contract, potentially at the instigation of Grbalj. However, as reasoned in this award, the Sole Arbitrator finds on the evidentiary record that it was Zenit, and not the Player, that terminated the employment relationship. That finding neutralizes the purported centrality of any hypothetical pre-termination communications and further diminishes the materiality of the Appellant's requests under Article R44.3.

X. MERITS

A. Summary of the dispute

75. Before addressing the legal issues at stake, the Sole Arbitrator deems it useful to clarify the scope of the appeal and review.

76. In this appeal, the Zenit is challenging a decision of the FIFA DRC which held that Zenit terminated the Employment Contract by way of its correspondence dated 20 October 2022, and that such termination occurred without just cause. As a result, the FIFA DRC dismissed the claim before it.

77. The essence of the dispute is to determine, first, which party -whether the Player or Zenit- brought the Employment Contract to an end and, second, whether the terminating party acted with just cause under the applicable regulatory and contractual framework and the consequences, if any, thereof. In consequence, the Sole Arbitrator will address the following issues:

1. Which of the Parties -Zenit or the Player- terminated the Employment Contract?
2. Did the Party that terminated the Employment Contract have just cause to do so?
3. What are the consequences, if any, deriving from the premature termination con the Employment Contract?

B. Which of the Parties -Zenit or the Player- terminated the Employment Contract?

78. Zenit maintains that the Player unilaterally terminated the Employment Contract without just cause, arguing that the Player's resignation notice reflected an unequivocal intent to end the relationship and that Zenit's subsequent communication on 20 October 2022 merely formalized the Player's decision in light of his ongoing absenteeism. Zenit therefore frames the termination as having been set in motion by the Player's unilateral notice under Russian labor law.

79. By contrast, the Player submits that Zenit terminated the Employment Contract on 20 October 2022 "at the Club's initiative," as explicitly stated in the dismissal letter that invoked Article 81 of the Labor Code of the Russian Federation, which governs dismissals initiated by the employer. The Player further argues that any resignation process he initiated was subject to a statutory notice period and was revocable prior to expiry, such that it had not culminated at the time of Zenit's dismissal.

80. Under Russian law, termination at the employee's initiative is governed by Article 80 of the Labor Code (LC RF), and, for athletes, the one-month statutory notice is set by Article 348.12 LC RF:

"Article 80. Termination of an Employment Contract at the Employee's Initiative (Voluntary Termination)

An employee has the right to terminate an employment contract by giving the employer at least two weeks' written notice, unless otherwise provided by this Code or another federal law. This notice period begins the day following the employer's receipt of the employee's notice of resignation.

By agreement between the employee and the employer, the employment contract may be terminated prior to the expiration of the notice period.

In cases where an employee's voluntary resignation is due to the inability to continue working (enrollment in an educational institution, retirement, etc.), as well as in cases of established violation by the employer of labor laws and other regulatory legal acts containing labor law provisions, local regulations, the terms of a collective bargaining agreement, agreement, or employment contract, the employer is obligated to terminate the employment contract within the period specified in the employee's notice.

Before the notice period expires, the employee has the right to withdraw their notice at any time. In this case, dismissal will not take place unless another employee is invited in writing to replace them, who, in accordance with this Code and other federal laws, may not be denied an employment contract.

After the notice period expires, the employee has the right to terminate employment. On the last day of employment, the employer is obligated to issue the employee a work record book or provide information about their employment history (Article 66.1 of this Code) with the employer, issue other work-related documents, upon the employee's written request, and make a final settlement with the employee.

If, upon expiration of the notice period, the employment contract has not been terminated and the employee does not insist on dismissal, the employment contract shall continue".

Article 348.12. Termination of an Employment Contract with an Athlete or Coach
Athletes and coaches have the right to terminate their employment contract on their own initiative (at their own request) by notifying the employer in writing no later than one month in advance, except in cases where the employment contract is concluded for a term of less than four months.
(...)".

81. Employee resignation operates through a notice mechanism; the employment ordinarily ends upon expiry of the statutory notice period, and prior to that date the employee may withdraw the notice, unless otherwise agreed. For athletes, the notice period is one month, and early termination within the notice period requires mutual agreement.

82. In contrast, termination at the employer's initiative is governed by Article 81 LC RF and must observe the disciplinary procedure set out in Articles 192 and 193 LC RF. Article 193(1) requires the employer to request written explanations and, after a two-working-day period, permits the imposition of disciplinary sanctions:

"Article 81. Termination of an Employment Contract at the Employer's Initiative

An employment contract may be terminated by the employer in the following cases:

(...)

6) a single gross violation of work duties by the employee:

a) absenteeism, i.e., absence from work without good cause for the entire workday (shift), regardless of its duration, as well as absence from work without good cause for more than four consecutive hours during a workday (shift);

b) an employee's appearance at work (at their workplace or on the premises of the employer's organization or facility where, on the employer's instructions, the employee is to perform their work function) under the influence of alcohol, drugs, or other toxic substances;

c) disclosure of a secret protected by law (state, commercial, official, or other), which became known to the employee in connection with the performance of their work duties, including disclosure of the personal data of another employee;

d) theft (including petty theft) of another's property, embezzlement, or intentional destruction or damage thereof at the workplace, as established by a final and binding court verdict or ruling of a judge, body, or official authorized to hear administrative offense cases;

d) a violation of occupational safety requirements by an employee as established by the labor protection commission or the labor protection representative, if this violation resulted in serious consequences (an industrial accident, breakdown, or disaster) or knowingly created a real threat of such consequences;

(...)"
Article 193. Procedure for Applying Disciplinary Sanctions

Before applying a disciplinary sanction, the employer must request a written explanation from the employee. If the employee fails to provide the required explanation within two working days, a corresponding report is drawn up.

(...)"

83. The Sole Arbitrator observes that both parties to the Zenit Contract contemporaneously set in motion termination mechanisms under Russian law:

- The Player sent a resignation notice dated 10 October 2022, which was reiterated on 17 October 2022 and in the accompanying email he also asked to be released earlier than the statutory one-month period, a request that, under Russian law, would have required the Club's agreement to take effect before the notice period expired; and

- In parallel, Zenit issued default and warning letters on 10 October 2022 and 17 October 2022 instructing the Player to resume duties and warning that failure to do so by 19 October

2022 would result in termination for just cause, thereby initiating the disciplinary track leading to employer-initiated dismissal under Article 81 LC RF.

84. The Player's resignation notice expressly requested termination "*on 11 November 2022", i.e., upon expiry of the one-month notice mandated for athletes by Article 348.12 LC RF.* Under Russian law, such a resignation is a unilateral declaration that initiates a notice period; however, it is not immediately effective and it can be withdrawn by the employee at any time before the expiry of the notice period. Such early termination within that period requires mutual agreement, which is not evidenced on the file.

85. Accordingly, because the Player's resignation contemplated termination only as of 11 November 2022, and no agreement was reached to accelerate that date, the resignation process had not culminated when Zenit proceeded to dismiss on 20 October 2022.

86. By contrast, Zenit's disciplinary process proceeded to conclusion. On 10 October 2022, Zenit put the Player in default and demanded explanations within two business days and an immediate resumption of duties. On 17 October 2022, Zenit reiterated its demands and warned that failure to resume by 19 October 2022 would trigger termination "with just cause" on 20 October 2022. On 20 October 2022, Zenit issued a dismissal letter explicitly invoking Article 81(6)(a) LC RF (unauthorized absence) and stating that the contract was terminated "*at the Club's initiative*" with 20 October 2022 as the last day of employment. The letter's plain terms leave no doubt that the Club elected to terminate the Employment Contract and did so under the legal basis reserved for employer-initiated dismissal.

87. The Sole Arbitrator notes that Zenit's 20 October 2024 letter states, inter alia: "*In light of the above, based on article 81 (6.a) of the Labor Code of the Russian Federation (unauthorized absence), we hereby inform you of termination of the labor agreement at the Club's initiative on 20 October 2022 (the last day of your employment at FC Zenit).*". The employer-initiative language and express reference to Article 81 LC RF are dispositive of which party terminated the Employment Contract.

88. Moreover, Professor Denis Novikov, whose expert report is on file and gave testimony during the hearing, confirmed that while an employee's resignation notice is an unconditional declaration of will compliant with Article 80 LC RF and triggers the applicable one-month notice under Article 348.12 LC RF, the employer retains the right to dismiss for disciplinary misconduct under Article 81 LC RF, notwithstanding a pending resignation notice. The expert expressly opined that the dismissal for absenteeism on 20 October 2022 was "at the employer's initiative" as a disciplinary sanction. This expert analysis supports the conclusion that, in legal effect, the termination was executed by the Club on 20 October 2022, not by the Player's resignation, which had not yet matured.

89. In conclusion, the Sole Arbitrator finds that the Employment Contract was terminated by Zenit, via its dismissal letter dated 20 October 2022, expressly invoking Article 81(6)(a) LC RF and stating that termination occurred "*at the Club's initiative*." The Player's resignation process, initiated on 10 October 2022, contemplated termination only as of 11 November 2022, was in principle revocable prior to expiry, and was not accelerated by mutual

agreement; it therefore did not culminate in termination before Zenit's employer-initiated dismissal took effect on 20 October 2022.

C. Did the Party that terminated the employment contract have just cause to do so?

90. The principle of contractual stability between professional football players and clubs is one of the fundamental pillars underpinning the FIFA RSTP and a core objective of the football transfer system. The FIFA "Commentary on the Regulations on the Status and Transfer of Players" (2021 edition) explains the background of this principle:

"In 2001, the introduction of provisions regarding contractual stability into the Regulations was certainly perceived as revolutionary, as was the fundamental reform and revision of the entire football transfer system.

However, many of the applicable rules simply reflect generally accepted principles of contract and employment law, such as:

– the principle that contracts must be respected ("pacta sunt servanda");

– the principle that a contract may be terminated with just cause without penalty of any kind; and

– the principle that compensation should be paid whenever a contract is terminated without just cause.

The Regulations also contain several other provisions designed to complement these principles, which establish particular rules that are specific and unique to football. These include:

– the principle that a contract may be terminated with sporting just cause;

– the principle that a contract may not be unilaterally terminated during the season;

– the principle that the player and their new club should be held jointly and severally liable for compensation payable by the player to their former club;

– the principle that sporting sanctions can be imposed for terminating a contract without just cause; and

– the principle that sporting sanctions can be imposed on a club if it induces a player to terminate a contract without just cause.

Together, these principles provide a framework for ensuring contractual stability between professional players and clubs".

The codification of the general principle of the contractual stability is set out in Articles 13 to 18 of the FIFA RSTP and it is a mandatory provision that each FIFA member association shall include in its regulations (article 1 of the FIFA RSTP).

91. The FIFA "Commentary on the Regulations on the Status and Transfer of Players" (2021 edition) also summarizes the CAS jurisprudence as to "just cause":

"CAS has drawn a parallel between the concept of "just cause" as defined in article 14 of the Regulations and the concept of "good cause" in article 337(2) of the Swiss Code of Obligations (SCO). Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties. When required to assess whether a valid reason existed for a unilateral contract termination, the following principles should be applied, while considering the specific circumstances of each individual matter:

Only a sufficiently serious breach of contractual obligations by one party to the contract qualifies as just cause for the other party to terminate the contract.

In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.

The termination of a contract should always be an action of last resort (an "ultima ratio" action)".

92. The Club contends that dismissal was justified under Article 81(6)(a) of the Labor Code of the Russian Federation due to the Player's unauthorized absence over a sustained period. It argues that the absence was wilful, that it interfered with the Club's sporting operations, and that dismissal was an appropriate disciplinary response following warnings and requests for explanation under Article 193.

93. The Player submits that dismissal was disproportionate and therefore unlawful under the Russian Labor Code. He points to Article 192, which provides a range of disciplinary sanctions and requires consideration of the severity of the offense and the circumstances in which it was committed. He further argues that his age, the sporting context of the absence, and the Club's own decision to assign him to a lower-tier squad militate against the ultimate sanction of dismissal.

94. The Sole Arbitrator observes that under Article 192 of the Labor Code of the Russian Federation, dismissal is not the sole disciplinary sanction available to an employer. The provision enumerates several disciplinary measures (warning, reprimand, dismissal) and expressly mandates a proportionality assessment in its last paragraph:

"When imposing a disciplinary sanction, the severity of the offense and the circumstances under which it was committed must be taken into account".

95. Article 192 read together with Articles 81 and 193, the legal framework requires both procedural compliance and a substantive appraisal of whether dismissal, as the most severe sanction, is necessary and proportionate in the specific case. Article 193 obliges the employer to solicit written explanations from the employee and to consider them before

imposing a disciplinary measure; Article 81 sets out the grounds on which termination at the employer's initiative may be effected, including unauthorized absence, but does not displace the proportionality obligation embedded in Article 192.

96. Assessing proportionality requires consideration of the individualized facts, i.e., it is made on a case-by-case basis. In the case at hand, the Player's young age is relevant to the assessment of culpability and corrective prospects. A junior professional may be more amenable to correction through lesser sanctions and guidance, which is precisely what the range of measures in Article 192 is designed to allow. Second, the period of absence-16 days-did not encompass official competitive matches. While unauthorized absence is a serious breach of employment duties, the absence of direct sporting prejudice in official fixtures mitigates the gravity of the offense in the particular context of a professional football club. Third, the Club had previously assigned the Player to a lower-category team. This organizational decision, which effectively reduced the Player's role within the team structure, indicates a limited sporting reliance on the Player at the material time and weighs against the necessity of resorting to the most severe disciplinary outcome.

97. As explained above, dismissal was not the only, nor the necessary, response available to the Club. Article 192 provides lesser measures -such as a reprimand or warning- that could have addressed the misconduct while preserving the employment relationship and allowing for correction. The disciplinary system envisaged by the Labor Code is progressive and corrective, not purely punitive. Where the offense, viewed in context, admits of remediation without irreparable harm to the employer's interests, dismissal should remain a measure of last resort.

98. CAS Panel have endorsed the "*ultima ratio*" approach. In CAS 2014/A/3684 & CAS 2014/A/3693, Award of 16 September 2015, the Panel stated as follows:

"*80. The Panel agrees with the reasoning of FIFA DRC that 8 days' absence of a player cannot be viewed as just cause to terminate the contract, particularly without prior warning by the Club and accepts that only breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. Further, only when there are objective criteria which do not reasonably justify the expectation of continuation of the employment relationship between the parties may a contract be terminated prematurely. Hence, if more lenient measures or sanctions can be imposed by an employer to ensure the employee's compliance with his contractual obligations of his contractual duties, such measures should be implemented before terminating an employment contract. A premature termination of an employment contract can always only be an ultima ratio*".

99. In sum, the Sole Arbitrator finds that the Appellant unilaterally terminated the Employment Contract on 20 October 2022 without just cause. The dismissal was premature and unjustified under the applicable legal framework.

D. What are the consequences, if any, deriving from the premature termination of the Employment Contract?

100. Zenit seeks compensation on the premise that the Player terminated the Employment Contract and/or that the termination was justified by the Player's misconduct. It submits that the Player's alleged breach and ensuing dismissal led to damages that should be indemnified. It also requests the imposition of disciplinary sanctions on the Respondents.

101. The Sole Arbitrator has determined, first, that the Employment Contract was terminated by the Club through its letter of 20 October 2024, and second, that the Club did not have just cause to do so. Accordingly, there is no legal basis to award Zenit any compensation or damages on account of the premature termination nor to impose any sanction on the Respondents.

102. Zenit's claims premised on the Player's alleged breach or on the lawfulness of the dismissal must therefore be dismissed and are rejected in their entirety.

XI. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 10 June 2025 by FC Zenit JSC against the decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 27 March 2025 (Ref. Nr. FPSD 14572) is dismissed.

2. The decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 27 March 2025 (Ref. Nr. FPSD 14572) is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 13 April 2026

THE COURT OF ARBITRATION FOR SPORT

Kepa Larumbe
Sole Arbitrator