



TAS / CAS

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

CAS 2025/A/11728 AFC Botosani v. Francisco da Silva Junior

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-law, Oslo, Norway

in the arbitration between

AFC Botosani, Romania

Represented by Mr Dragos Balta, Attorney-at-law, Bucharest, Romania

- Appellant -

and

Francisco da Silva Junior, Portugal

Represented by Mr Pedro Macieirinha, Attorney-at-law, Vila Real, Portugal

- Respondent -

I. PARTIES

1. Asociația Fotbal Club Botosani (the “Appellant” or “the Club”) is a football club and a member of the Romanian Football Federation (“FRF”), which in turn is affiliated with the *Union des Associations Européennes de Football* (“UEFA”) and *Fédération Internationale de Football Association* (“FIFA”).
2. Mr Francisco Santos da Silva Junior (the “Respondent” or the “Player”) is a professional football player born in Guinea, holding a Portuguese passport, previously employed by the Club.
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, as well as 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 set out, where relevant, in connection with the legal analysis. While the Sole Arbitrator has considered carefully all the facts and evidence submitted by the Parties in the present proceedings, this Award refers only to the facts and evidence considered necessary.

A. Background Facts

5. On 6 August 2024 the Parties signed an employment contract, which was valid for the term 6 August 2024 until 30 June 2025 (the “Contract”).
6. Article 3 of the Contract regulates the Player’s obligations, and states, *inter alia*, as follows:

“The Player undertakes

i. To keep himself/herself available for the training sessions and matches of the Club. The Player shall participate actively in the Club’s training sessions and in the matches for which he/she will be selected, unless he/she is prevented from doing so by illness, accident or permit absence.”

7. Remuneration is regulated in Article 4 of the Contract, which stipulates that the Club undertook to pay to the Player the total fixed net amount of EUR 75,870 in monthly instalments of EUR 7,000:

“Article 4: Remuneration

- i. *The Club undertakes to pay the player, in exchange for his professional services, performed for the benefit of the club between 06.08.2024 and 30.06.2025, a total net remuneration of 75.870 euro, respectively, the amount of 7.000 Euro/month, which will be paid until the 15th of the following month. (...)*
 - iv. *The Club undertakes to calculate, withhold and pay to the relevant government authorities the taxes and contributions payable in respect of the net income earned by the player, at the minimum mandatory level stipulated by the applicable law.*
 - v. *If the legislation regarding the fees and taxes due for independent activities will undergo changes, the net amounts owed to the Player will not be changed. (...)*“
8. Article 12 of the Contract regulates termination, and states as follows:

“Article 12: Termination of the contract

This contract is automatically terminated at the end of the period for which it is concluded. This contract may be terminated before its date of expiry, by mutual agreement of the parties. In case of occurrence of a force majeure, this contract shall be terminated in accordance with the provisions of applicable law.

The player or the club may unilaterally terminate the contract only subject to the conditions and with the consequences stipulated by the Regulations on the Status and Transfer of Players of FIFA/FRF (as applicable).

If the Player or Club unilaterally terminates the contract with just cause, the other party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable). Similarly, if the Player or Club unilaterally terminates the contract without just cause, the terminating party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable).”
9. On 6 February 2025, the Player, via his legal representative, sent a letter to the Club and requested payment of EUR 21,000 net plus interest, corresponding to the following salaries:
 - One monthly salary in the net amount of 7,000 for October 2024, due on 15 November 2024;
 - One monthly salary in the net amount of 7,000 for November 2024, due on 15 December 2024;

- One monthly salary in the net amount of 7,000 for December 2024, due on 15 January 2025.
10. In the said letter the Player granted the Club 15 days to comply with the payment and stated that *“otherwise the Player will be entitled to terminate the employment contract and to lodge a claim at the FIFA Football Tribunal”*.
11. On 24 February 2025, the Player, via his legal representative, submitted a new letter to the Club reiterating his previous claim and also requesting payment of the monthly salary for January 2025 in the net amount of 7,000, due on 15 February 2025. Furthermore, the Player informed the Club that he terminated the Contract as a consequence of the overdue payments and requested compensation for the Club’s breach of the Contract. The letter stated, *inter alia*, as follows:

“Mr. FRANCISCO SANTOS DA SILVA JUNIOR informs ASOCIATIA FOTBAL CLUB BOTOSANI that hereby terminates the employment contract, pursuant to article 14bis of FIFA RSTP.

Mr. FRANCISCO SANTOS DA SILVA JUNIOR requests ASOCIATIA FOTBAL CLUB BOTOSANI the payment of the following overdue amounts:

i) the monthly salary for October 2024 in the net amount of 7.000 € net, overdue on 15 November 2024;

ii) the monthly salary for November 2024 in the net amount of 7.000 € net, overdue on 15 December 2024;

iii) the monthly salary for December 2024 in the net amount of 7.000 € net, overdue on 15 January 2025;

iv) the monthly salary for January 2025 in the net amount of 7.000 € net, overdue on 15 February 2025

Sub-Total = 28.000€ net plus 5% interest since the overdue dates until effective payment.

Mr. FRANCISCO SANTOS DA SILVA JUNIOR requests ASOCIATIA FOTBAL CLUB BOTOSANI the payment of the following compensation:

- *the monthly salary of February 2025 in the net amount of 7.000 € net*
- *the monthly salary of March 2025 in the net amount of 7.000 € net*
- *the monthly salary of April 2025 in the net amount of 7.000 € net*

- *the monthly salary of May 2025 in the net amount of 7.000 € net*
- *the monthly salary of June 2025 in the net amount of 7.000 € net*

Sub-Total = 35.000€ net plus 5% interest from the due date until effective payment.”

12. The Player has remained unemployed since he unilaterally terminated the Contract.

B. Proceedings before the FIFA Dispute Resolution Chamber

13. On 24 March 2025, the Player filed a claim before the Dispute Resolution Chamber of the FIFA Football Tribunal (the “FIFA DRC”).
14. In its claim before the FIFA DRC, the Player claimed that the Club failed to pay his salaries for October, November and December 2024 and January 2025. The Player argued that he had just cause to terminate the Contract pursuant to FIFA RSTP Article 14bis and requested payment of EUR 28,000 net as outstanding remuneration and EUR 35,000 as compensation.
15. In its reply, the Club rejected the claim and argued that the Player did not have just cause to terminate the Contract, *inter alia*, as the Player had failed to participate in the Club’s activities after the winter holiday. The Club further argued that it had paid the salaries for October, November and December 2024.
16. In his rejoinder, the Player reiterated his position and claimed he had been sidelined by the Club since mid-December 2024.
17. FIFA DRC rendered a decision on 27 June 2025 (the “Appealed Decision”), whilst the grounds of the Appealed Decision were communicated to the Parties on 12 August 2025. A summary of the FIFA DRC’s reasoning in the Appealed Decision is as follows:
- FIFA DRC first established that it was competent to deal with the dispute, and that the January 2025 edition of the Procedural Rules Governing the Football Tribunal (the “Procedural Rules”) and the January 2025 edition of FIFA RSTP were applicable to the case at hand.
 - With regards to the Club’s argument that it had paid the salaries for October and November 2024 before the Player terminated the Contract, FIFA DRC held that the evidence provided by the Club for the alleged payments should be disregarded as it was not in English, Spanish or French, or translated into any of these languages as required in Article 13 par. 1 and 3 of the Procedural Rules.
 - The FIFA DRC held that the Club had not provided evidence that it had paid the said salaries to the Player, and that, at the time the Player sent the notice of default, the Club owed the Player salaries for October, November and December

2024. The outstanding salaries corresponded to more than two monthly salaries at the time of the termination.

- As a default notice was sent by the Player, the Player had just cause to unilaterally terminate the Contract on 24 February 2025, based on FIFA RSTP Article 14bis. Furthermore, FIFA DRC held that the Club was liable to pay to the Player the amounts which were outstanding under the Contract at the moment of the termination, i.e. EUR 35,000. FIFA DRC further decided to award the Player interest at the rate of 5% p.a. on the outstanding amounts as from the due dates until the date of effective payment.
- When calculating the compensation payable to the Player, FIFA DRC determined that the amount of compensation payable by the Club to the Player had to be assessed based on FIFA RSTP Article 17.1, and that the compensation should be based on the residual value of the Contract, which amounted to EUR 28,000 net.
- FIFA DRC also awarded the Player interest on said compensation at the rate of 5% p.a. as of 24 February 2025 until the date of effective payment.

18. The operative part of the Appealed Decision states as follows:

“1. The claim of the Claimant, Francisco Da Silva Santos Junior, is partially accepted.

2. The Respondent, AFC Botosani, must pay to the Claimant the following amounts:

- *EUR 35,000 net as outstanding remuneration plus 5% interest p.a. as follows:*
 - *5% interest p.a. over the amount of EUR 7,000 net as from 16 November 2024 until the date of effective payment;*
 - *5% interest p.a. over the amount of EUR 7,000 net as from 16 December 2024 until the date of effective payment;*
 - *5% interest p.a. over the amount of EUR 7,000 net as from 16 January 2025 until the date of effective payment;*
 - *5% interest p.a. over the amount of EUR 7,000 net as from 16 February 2025 until the date of effective payment;*
 - *5% interest p.a. over the amount of EUR 7,000 net as from 24 February 2025 until the date of effective payment;*
- *EUR 28,000 net as compensation for breach of contract plus 5% interest p.a. as from 24 February 2025 until the date of effective payment.*

3. *Any further claims of the Claimant are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
5. *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, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
 2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.”*

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 2 September 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (“CAS”), pursuant to Article R47 and R48 of the CAS Code of Sports-related Arbitration (2025 edition) (the “CAS Code”), against the Appealed Decision. In its Statement of Appeal, the Appellant requested that the dispute be referred to a sole arbitrator.
20. On 7 September 2025 the Respondent filed a letter, where he stated that he agreed to refer the case to a sole arbitrator.
21. On 2 October 2025, after having been granted extensions further to Article R32 of the CAS Code, in accordance with Article R51 of the CAS Code, the Appellant filed its Appeal Brief.
22. On 17 October 2025 the Appellant filed an amended Appeal Brief, accompanied with 10 exhibits. In a separate letter sent the same day, the Appellant requested to be permitted to correct material errors in its Appeal Brief and to file additional exhibits.
23. On 24 October 2025 the Respondent filed a letter, where he stated that he objected to the Appellant’s request to be permitted to correct material errors in its Appeal Brief and to file additional exhibits.
24. On 10 November 2025, in accordance with Article R55 of the CAS Code, the Respondent filed its Answer.

25. On 12 November 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-law in Oslo, Norway

26. On 18 November 2025 the CAS Court Office informed the Parties that the Appellant's request to be permitted to correct material errors in its Appeal Brief and to file additional exhibits was rejected.
27. On 19 November 2025 the Appellant requested that the Parties should be allowed to file a second round of submissions, on the basis that the Respondent had acknowledged, for the first time, having being paid by the Appellant an amount of EUR 21,000.
28. On 21 November 2025 the Respondent filed a letter, where he stated that he objected to the Appellant's request for the Parties to be allowed to file a second round of submissions.
29. On 24 November 2025 the CAS Court Office informed the Parties that the Sole Arbitrator had decided to grant the Parties the opportunity to file a second round of written submissions limited to the issue of payment of salaries, pursuant to Article R56 of the CAS Code. Consequently, the Appellant was invited to submit its second written submission limited to the issue of the payment of the salaries.
30. On 1 December 2025 the Appellant submitted its second written submission limited to the issue of the payment of the salaries.
31. On 2 December 2025 the CAS Court Office invited the Respondent to submit his second submission limited to the issue of the payment of the salaries.
32. On 10 December 2025 the Respondent submitted his second Answer limited to the issue of the payment of the salaries.
33. On 19 December 2025, following consultation with the Parties, on behalf of the Sole Arbitrator, the CAS Court Office confirmed that a hearing would be held by video-conference on 9 January 2026, pursuant to Articles R44.2 and R57 of the CAS Code.
34. On 19 December 2025, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Appellant on 27 December 2025 and by the Respondent on 2 January 2026.
35. On 8 February 2024, after consultation with the Parties, the CAS Court Office sent the Parties a draft hearing schedule, proposed by the Sole Arbitrator.

36. On 9 January 2026, a hearing was held by video-conference. In addition to the Sole Arbitrator and CAS Counsel Ms Lia Yokomizo, the following persons attended the hearing:

For the Appellant:

Mr Dragos Balta, Counsel.

For the Respondent:

Mr Francisco da Silva Junior, Party;

Mr Pedro Macieirinha, Counsel;

Mr Joaquim de Almeida Pizarro, Counsel;

Ms Beyza Nur Dönmez, Counsel.

37. The Sole Arbitrator heard testimony from the Player. The Parties and the Sole Arbitrator had full opportunity to examine and cross-examine the Player.
38. The Parties were given full opportunity to present their cases, submit their arguments in closing statements and to answer the questions posed by the Sole Arbitrator.
39. Before the hearing was concluded, all Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.

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. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator 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 Club's Submissions

41. The Club's submissions, in essence, may be summarized as follows:
- The Player played 11 official cup and league matches for the Club until December 2024.

- On the date when the Player sent this notification to the Club on 6 February 2025, the Club had already paid the salary for October 2024 of 7,000 EUR net due for that month.
- The Club made its efforts to pay the salaries due to the Player, contrary to the situation invoked in his claim.
- The Player did not have just cause to terminate the Contract, as the requirements for termination, pursuant to FIFA RSTP, were not fulfilled at the time when the Player terminated the Contract
- When the Appealed Decision was rendered, the salaries for October, November and December 2024 were already paid. The Player was paid the salary for October 2024 on 18 December 2024 in the amount of RON 34,829, equivalent of EUR 7,000. An instalment of the salary for November 2024 was paid on 19 December 2024 in the amount of RON 7673, equivalent of EUR 1,542. The salary for December 2024 was paid on 6 March 2025 in the amount of RON 34,860, equivalent of EUR 7,009. The remaining salary for November 2024 was paid on 14 April 2025 in the amount of RON 28,253, equivalent of EUR 5,680.
- In accordance with on FIFA RSTP Article 14, the existence of just cause must be determined on the basis of the individual circumstances of each particular case. A party may only have just cause under the existence of abusive conduct, which was aimed at forcing the counterparty to terminate or change the terms of a contract.
- In the present matter, both said requirements are not at fulfilled and, hence, the Player did not have just cause to terminate the Contract.
- The question as to whether there is just cause, and in the present matter abusive conduct, for the early termination of a contract signed between a professional player and a club must be assessed in consideration of all specific circumstances of the individual case. The FIFA RSTP to do not provide a defined list of “just causes” with regards to FIFA RSTP Article 14. Over the years, jurisprudence has established several criteria that define, in abstract terms, which combinations of circumstances may be considered just cause. A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so.
- When the Player decided to terminate the Contract, he did not have just cause as the invoked “overdue salaries” for October, November and December 2024 were already paid at that moment.

42. On these grounds, the Club made the following requests for relief:

“a. To declare the appeal admissible

b. To find that the remunerations/salaries for October 2024 (EUR 7,000), November 2024 (EUR 7,000), December 2024 (EUR 7,000), January 2025 (EUR 7,000) and February 2025 (EUR 7,000) were already paid as it was also recognised by the Player in his statement of defence.

c. To set aside the decision of FIFA – Dispute Resolutions Chamber passed on 27 June 2025 in file case TMS Ref. No. 18724 based on the fact that at the time when the litigation was started the conditions mentioned by the article 14 bis of FIFA RSTP were not met.

d. In the alternative, to partially accept the Player's claim and calculating a compensation of symbolic nature, according with the activity provided by the Player in all this period.

e. To condemn the Respondent to bear all the Appellant's expenses related to the present proceedings including, without limitation, attorney's fees (legal fees, travel and accommodation cost in case of the) as well as any other costs and expenses."

B. The Player's Submissions

43. The Player's submissions, in essence, may be summarized as follows:

- The Player was sidelined by the Club since December 2024 and was not allowed to participate in a training camp held in Turkey.
- The Club confessed that it was in debt and, even considering the alleged payment of the monthly salary from October 2024, the Club was still in debt in an amount up to two monthly salaries.
- Even if the proof of the payments made on 18 December 2024 (related to the salary for October 2024), on 19 December 2024 (related to the parts of the salary for November 2024) and on 6 March 2025 (related to the salary for December 2024) were accepted, the Player was entitled to terminate the Contract on 26 February 2025 with just cause as per Article 14bis of the FIFA RSP as the salaries of December 2024 and January 2025 were still due at the time of termination. Accordingly, the Player terminated the Contract with just cause and is entitled to receive compensation in the terms established in FIFA RSTP Articles 14bis and 17.
- Since the Contract was terminated, the Player has received payment of the salaries for October 2024, November 2024, December 2024, January 2025 and February 2025. However, the Player is still entitled EUR 28.000 net as compensation for breach of contract, plus 5% interests as from 24 February 2025 until effective payment.

- The Player disconnected himself with everything related to the Club and Romania, namely, such bank accounts in which the funds were received. He only became aware of the payments when he was provided evidence in English of said payments in these CAS proceedings. This is the reason why he only acknowledged receipt of the abovementioned amounts at this moment.
- In accordance with Article 14 of FIFA RSTP, any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause. In the present case, the Club has acted in an abusive way and without good faith. Clubs are required to comply with their financial obligations towards players as per the terms stipulated in the contracts signed with their professional players.
- The Player is entitled to compensation pursuant to Article 17 of FIFA RSTP. The Player is currently unemployed; therefore no mitigation shall occur related to the compensation due.

44. On this basis, the Player made the following request for relief:

“A) The Appeal shall be rejected.

B) Any amendment requested by the Appellant regarding its Appeal Brief shall be rejected.

C) The Appealed decision shall be maintained and complied in full by the Appellant towards the Respondent,

D) The Appellant shall be condemned to pay the whole CAS administration and the Arbitrators fees;

E) The Appellant shall grant to the Respondent a contribution towards its legal fees and other expenses incurred in connection with the proceedings, taking into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties in the amount of 5.000 CHF.).”

V. JURISDICTION

45. The Sole Arbitrator notes that the Appealed Decision was issued by the FIFA DRC. The jurisdiction of CAS derives from Article R47 of the CAS 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. Furthermore, Article 50 (1) of FIFA’s Statutes (May 2024 Edition), determines as follows:

“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.”

47. The jurisdiction of CAS is not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by both Parties.
48. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

49. 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.”

50. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the CAS Code and Article 50 (1) of FIFA’s Statutes. The Statement of Appeal was filed by the Appellant on 2 September 2025, 21 days after FIFA had notified the grounds of the Appealed Decision to the Parties on 12 August 2025, hence within the deadline of 21 days.
51. The Appellant completed its appeal per the terms of Article R48 and R51 of the CAS Code and within the deadline set by the CAS Court Office for it to do so. The appeal complied with all of the requirements of Article R47 et seq. of the CAS Code, including the payment of the CAS Court Office fee.
52. It follows that the appeal is admissible.

VII. APPLICABLE LAW

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

“Law Applicable to the Merits. The Sole Arbitrator 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 Sole Arbitrator deems appropriate. In the latter case, the Sole Arbitrator shall give reasons for its decision.”

54. The case concerns an appeal of a decision issued by the FIFA DRC regarding an employment related dispute between a player and a club.

55. Article 49 (2) of the FIFA Statutes provides the following:

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

56. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA. Considering that the dispute was brought to FIFA on 24 March 2025 and FIFA DRC rendered a decision on 27 June 2025, the January 2025 edition of FIFA RSTP shall apply on the basis of the transitional provision contained in Articles 26 and 29 of said FIFA Regulations. Swiss law shall be considered subsidiarily in case of lacuna in the various regulations of FIFA.

VIII. PRELIMINARY ISSUES

A. The Appellant’s Request to be permitted to amend its Appeal Brief and to file additional exhibits

57. On 17 October 2025 the Appellant requested to be permitted to correct material errors in its Appeal Brief and to file additional exhibits.

58. On 24 October 2025 the Respondent objected to the Appellant’s request to be permitted to correct material errors in its Appeal Brief and to file additional exhibits.

59. Pursuant to Article R56 of the CAS Code, the Club’s request to amend its Appeal Brief and to file additional exhibits may only be admitted on the basis of exceptional circumstances.

60. The Sole Arbitrator finds that the Appellant has failed to substantiate its request, and that it has not been established exceptional circumstances based on which its late request to amend its Appeal Brief and to file additional exhibits would have to be granted.

61. Consequently, the Appellant’s request to amend its Appeal Brief and to file additional exhibits was dismissed.

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

62. On 19 November 2025, the Appellant requested a second round of submissions, claiming that the Respondent, in his Answer, for the first time, had acknowledged having received EUR 21,000 from the Appellant, a matter that the Appellant had not had an opportunity to address in the proceedings before CAS.
63. On 21 November 2025, the Respondent objected to the Appellant's request for an additional round of submissions.
64. Pursuant to Article R56 of the CAS Code, the Appellant's request for a second round of submissions may only be admitted on the basis of exceptional circumstances.
65. The Sole Arbitrator notes that the Respondent, in his Answer, acknowledged having received EUR 21,000 from the Appellant, hereunder payments for October and November 2024 that were fully or partly received before the Respondent unilaterally terminated the Contract on 26 February 2025. Furthermore, in the Appealed Decision, FIFA DRC stated that (paragraph 40) *"at the time of sending the notice of default, the Club owed the Player the salaries for October, November and December 2024, totalling EUR 21,000 net"*. As such, since the Respondent has acknowledged having received fully or partly payments for October and November 2024 before the Respondent unilaterally terminated the Contract on 26 February 2025, the abovementioned conclusions made by FIFA DRC in the Appealed Decision, appear to be incorrect.
66. In this regard, as the Respondent's unilateral termination of the Contract was made on the basis of outstanding salaries, as regulated in FIFA RSTP Article 14bis, the Sole Arbitrator holds that it is important to establish when these payments were made and the Parties' positions on whether the time of the payments may influence the issue of whether the Respondent had just cause for terminating the Contract. Such circumstances shall be considered as exceptional circumstances in the sense of Article R56 of the CAS Code, authorising a party to supplement or amend their requests or their arguments, and to produce new evidence.
67. Against this background, the Sole Arbitrator held that the Appellant's request for a second round of submissions ought to be granted, and that such a second round of submissions should be limited to the issue of the payment of salaries.

IX. MERITS

A. The Main Issues

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

- i. Did the Player have just cause to terminate the Contract?
- ii. What are the consequences of the Player's termination of the Contract?

69. Before turning to these issues, the Sole Arbitrator notes that the Parties have different views concerning the facts of the case. In this regard Article 8 of the Swiss Civil Code ("SCC") provides, with respect to burden of proof as follows: "[u]nless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right."

70. This principle has been applied in CAS jurisprudence, as illustrated in the case CAS 2020/A/6796 (paragraph 98) where the Panel stated:

"[I]n 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 prove the facts on which it relies with respect to that issue, In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence".

71. In this respect the Sole Arbitrator notes that, pursuant to Article 8 of the SCC, it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon.

72. Furthermore, the Sole Arbitrator notes that in accordance with Article R57 paragraph 1 of the CAS Code, the Sole Arbitrator has "full power to review the facts and the law", and that CAS appeal arbitration procedures allow a *de novo* review of the merits of the case, and are not limited to deciding whether the appealed decision was correct.

i. Did the Player have just cause to terminate the Contract?

73. The issue of whether the Player was entitled to unilaterally terminate the contract must be assessed based on the FIFA regulations, more specifically the FIFA RSTP, January 2025 edition.

74. Unilateral termination of a football player's contract is regulated in FIFA RSTP Article 14 and 14bis.

75. FIFA RSTP Article 14 reads as follows:

"Terminating a contract with just cause

- 1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in*

any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.

2. *Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.”*

76. Article 14bis of the RSTP, which regulates termination of a contract due to overdue salaries, provides as follows:

“Terminating a contract with just cause for outstanding salaries

1. *In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.*
2. *For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.*
3. *Collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.”*

77. Given that the Player terminated the Contract, the burden to prove that such premature termination was justified lies with the Player, further to Article 8 of the SCC.
78. The Sole Arbitrator will first assess if the Player had just cause for terminating the Contract based on FIFA RSTP Article 14bis.
79. FIFA RSTP Article 14bis paragraph 1 states that a player has just cause for unilaterally terminating the contract providing that two cumulative requirements are met. Firstly, the club must unlawfully fail to pay the player at least two monthly salaries. Secondly, the player will need to *“put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).”*
80. With regard to the requirement that the club must unlawfully fail to pay the player at least two monthly salaries, the Sole Arbitrator notes that, when assessing whether the

Player had just cause to terminate the Contract, it is essential to determine when the disputed salaries were due, and when they were paid by the Club. In this regard, the Sole Arbitrator notes that Article 4.1 of the Contract stipulates that the Club shall pay the Player EUR 7,000 each month, payable on the 15th of the following month. When the Player terminated the Contract on 24 February 2025, the Player referred to four monthly salary payments of EUR 7,000 net each, corresponding to the following salaries:

- Salary for October 2024, due on 15 November 2024;
- Salary for November 2024, due on 15 December 2024;
- Salary for December 2024, due on 15 January 2025;
- Salary for January 2025, due on 15 February 2025.

81. Based on the facts and evidence provided by the Parties, the Sole Arbitrator holds that the four abovementioned salaries were paid at the following dates:

- The salary for October 2024 was paid in full on 18 December 2024.
- The salary for November 2024 was paid partly, RON 7,673, equivalent of EUR 1,542, on 20 December 2024.
- The remaining salary for November 2024 was paid on 6 March 2025.
- The salary for December 2024 was paid partly, RON 7,801, equivalent of EUR 1,568, on 6 March 2025.
- The remaining salary for December 2024 was paid in full on 14 April 2025.
- The salary for January 2025 was paid on 15 October 2025.

82. Accordingly, at the time the Player terminated the Contract, on 24 February 2025, the Club owed the Player the total amount of EUR 19,458 net, corresponding to the following amounts:

- (i) EUR 5,458 net, corresponding to the remaining salary for November 2024 due on 15 December 2024;
- (ii) EUR 7,000 net, corresponding to the salary for December 2024 due on 15 January 2025;
- (iii) EUR 7,000 net, corresponding to the salary for January 2025 due on 15 February 2025.

83. Against this background, the Sole Arbitrator concludes that when the Player terminated the Contract on 24 February 2025, the first requirement for lawful unilateral termination of the Contract, i.e. that the club must unlawfully fail to pay the player at least two monthly salaries, was fulfilled.
84. The Sole Arbitrator further notes that the Player's letter sent to the Club on 6 February 2025 fulfils the second requirement stipulated in FIFA RSTP Article 14bis, as the letter put the debtor Club in default, and granted it a deadline of at least 15 days to comply with its financial obligations.
85. Against this background, considering all the above circumstances, the Sole Arbitrator finds that the Player had just cause to terminate the Contract on 24 February 2025 pursuant to FIFA RSTP Article 14bis.
86. As the Sole Arbitrator has concluded that the Player had just cause to terminate the Contract pursuant to FIFA RSTP Article 14bis, it is not necessary to consider if the Player had just cause to terminate the Contract pursuant to FIFA RSTP Article 14.

ii. *What are the consequences of the Player's termination of the Contract?*

87. Having determined that the Player had just cause to terminate the Contract, it is now up to the Sole Arbitrator to determine the consequences thereof.
88. The Player has, since the initiation of the proceedings before FIFA DRC, received all salaries until the Contract was terminated, i.e. including the salary for February 2025 and awarded interest on these amounts.
89. In addition, the Player may be entitled to compensation. In the Contract, the Parties have not regulated how compensation for unilateral termination of a contract for just cause shall be calculated. The compensation for breach of the Contract to be paid to the Player by the Club is therefore to be determined in accordance with FIFA RSTP Article 17 (1) which provides as follows:

“Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;*
 - ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminate early (the “Mitigated Compensation”. Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.*
 - iii. Collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.”*
90. The Sole Arbitrator notes that, although the heading of FIFA RSTP Article 17 suggests that it only applies to situations where a contract has been unilaterally terminated *without* just cause, it also applies to situations where a contract has been unilaterally terminated *with* just cause, as established by the Panel in CAS 2020/A/6727 paragraph 232 et seq.
91. Article 17 (1) of FIFA RSTP states a clear method of calculation. In general, if the player has not signed with a new club, the player shall be entitled to an amount equalling the wages for the remainder of the contract. If the player has signed a contract with a new club, these wages shall be deducted from the compensation. The positive difference between the value of the old contract and the new contract in the corresponding time frame, is defined as “*mitigated compensation*”. In addition to mitigated compensation, the player will automatically be entitled to three months wages, defined as “*additional compensation*”. If the player can establish egregious circumstances, the additional compensation may be increased from three up to maximum six-monthly salaries, although the overall compensation cannot exceed the rest value of the prematurely terminated contract.
92. Since the Player has remained unemployed since he unilaterally terminated the Contract, he is entitled to an amount equal to the residual value of the Contract. The residual value of the Contract constitutes EUR 28,000 net corresponding to 4 monthly instalments of EUR 7,000 net between March 2025 and June 2025 for the remainder of the 2024/2025 season.

93. In addition, also in accordance with Article 17 (1) of FIFA RSTP, the Player is, in principle, entitled to three monthly salaries as “additional compensation”. However, since the overall compensation may never exceed the residual value of the prematurely terminated contract, such additional compensation shall not be awarded.
94. In light of the above, the Player is entitled to EUR 28,000 as compensation.

B. Interest

95. The Sole Arbitrator observes that the Player requests interests to be awarded on the amounts owed to him by the Club. In the Appealed Decision, the Player is awarded an interest of 5% p.a. as of the date the Contract was terminated, i.e. on 24 February 2025.
96. Article 73 of the Swiss Code of Obligations provides as follows:
- “Where an obligation involves the payment of interest but the rate is not set by contract, law or custom, interest is payable at the rate of 5% per annum”.*
97. The interest rate defined in the abovementioned Article coincides with the Player’s request before the FIFA DRC, as well as the interest awarded to the Player in the Appealed Decision.
98. The Club has not objected to application of this interest rate. Therefore, the Sole Arbitrator concludes that an interest rate of 5% per annum over the amount of compensation shall be awarded to the Player, as imposed by the Appealed decision.

C. Conclusion

99. Based on the foregoing, the Sole Arbitrator finds that:
- The Player had just cause to terminate the Contract on 24 February 2025.
 - The outstanding remuneration of EUR 35’000 due to the player (5 x EUR 7000) has been paid by the Appellant.
 - The Player is entitled to a compensation of EUR 28,000 in accordance with FIFA RSTP Article 17 (1).
 - The Player is awarded an interest rate of 5% per annum over the amount of compensation awarded to the Player as per the Appealed Decision.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 2 September 2025 by AFC Botosani against the decision issued on 27 June 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is partially upheld.
2. The decision rendered on 27 June 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed, except for point 2 of its operative part, which is set aside and is replaced by the present arbitral award as follows:

AFC Botosani, must pay to Francisco Da Silva Santos Junior the following amount:

- EUR 28,000 net as compensation for breach of contract plus 5% interest *p.a.* as from 24 February 2025 until the date of effective payment.
3. (...).
 4. (...).
 5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 11 August 2026

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator