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

CAS 2025/A/11214 Al Zamalek Club v. Ibrahima Ndiaye

ABITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator : Mr. Didier **Poulmaire**, Attorney-at-law, Paris, France

in the arbitration between

Al Zamalek Club, Egypt,

Represented by Mr. Nasr Eldim Azzam, Attorney-at-law in Gyzeh, Egypt

Appellant

and

Mr. Ibrahima Ndiaye, Senegal,

Represented by Mr. Ali Abbes and Mr. Mohamed Rokbani, Attorney-at-law in Monastir, Tunisia

Respondent

I. PARTIES

1. Al Zamalek Club (hereinafter the « **Club** » or the « **Appellant** ») is a professional football club affiliated to the Egyptian Football Federation (hereinafter the "**EFA**").

2. Ibrahima Ndiaye (hereinafter the « **Player** » or the « **Respondent** ») is a Senegalese professional football player, born on 6 July 1998.

3. Al Zamalek Club and Ibrahima Ndiaye are together called the « **Parties** », and individually a « **Party** ».

II. FACTUAL BACKGROUND

A. Background facts

4. On 27 August 2022, the Appellant and the Respondent concluded an employment contract determining the conditions of their agreement (hereinafter the "**Initial Agreement**").

5. In the Initial Agreement, the duration of the employment relationships covers the 2022-2023 football season as well as the 2023-2024 one. This Initial Agreement was subject to several suspensive conditions, including that "[b]*oth parties sign the standard contracts of the Egyptian Football Association with the exact terms mentioned in this agreement*". The Initial Agreement also stated that the Club had the possibility to "*extend the contract for one additional season*", which would be the 2024-2025 football season. This Initial Agreement further *inter alia* provides the payment of the following "*net and free of any taxes*" amounts:

"●*Season 2022-2023: 720,000 US Dollars (Seven hundred and twenty thousand US Dollars) will be paid as follows:*
-270,000$ upon signing and later than 15 September 2022
-450,000$ will be paid in 10 instalments as a monthly salary starting from the 1st of November 2022 till the 1st of August 2023 (45,000$ per month)

●*Season 2023-2024: 650,000 US Dollars (Six hundred and fifty thousand US Dollars) will be paid as follows:*
-162,500$ in 1st of September 2023
-487,500$ will be paid in 10 instalments as a monthly salary starting from the 1st of September 2023 till the 1st of June 2024 (48,750$ per month)

If the club decides to extend the contract for one additional season

●*Season 2024-2025: 700,000 US Dollars (Seven hundred thousand US Dollars) will be paid as follows:*
-175,000$ in 1st of September 2024
-525,000$ will be paid in 10 instalments as a monthly salary starting from the 1st of September 2024 till the 1st of June 2025 (82,500$ per month)"

6. On 1 September 2022, the Appellant and the Respondent concluded a distinct employment contract that was registered to the EFA (hereinafter the "**Federation Contract**").

7. The Federation Contract between the Parties was valid for the 2022-2023 football season and the 2023-2024 football season. The option for a third football season (2024-2025) was agreed upon between the Parties under the following condition:

"*Duration of this Contract: Three Seasons*
Begins from season 2022/2023
And Ends at the end of season 2024/2025
Season 2024/2025 is optional for the club only"

8. Furthermore, the Federation Contract contained the following clause 6.2:

"*Season 2024/2025 is optional for the club and the club has the right to terminate the contract after the end of season 2023/2024 in condition of notifying the player in written or via email by not later than 1 april 2024*".

9. In the Federation Contract, the Salary due to the Respondent by the Claimant was stated as follow:

"*The two parties agreed on value of the contract gross amount of: 3,184,625 $, Three million one hundred and eighty-four thousand and six hundred and twenty-five US Dollars,*

to be distributed as follows.

First Season value 2022/2023

An amount of (1,107,695 $), Only One million and one hundred and seven thousand and six hundred and ninety five US Dollars,

divided as follows:

1st Installment an amount of: 415,385 $ only ~~EGP~~ / USD paid on 15/9/2022
2nd Installment an amount of: 69,231 $ only EGP / USD paid on 1/11/2022
3rd Installment an amount of: 69,231 $ only EGP / USD paid on 1/12/2022
4th Installment an amount of: 69,231 $ only EGP / USD paid on 1/1/2023
5th Installment an amount of: 69,231 $ only EGP / USD paid on 1/2/2023
6th Installment an amount of: 69,231 $ only EGP / USD paid on 1/3/2023
7th Installment an amount of: 69,231 $ only EGP / USD paid on 1/4/2023
8th Installment an amount of: 69,231 $ only EGP / USD paid on 1/5/2023
9th Installment an amount of: 69,231 $ only EGP / USD paid on 1/6/2023
10th Installment an amount of: 69,231 $ only EGP / USD paid on 1/7/2023
11th Installment an amount of: 69,231 $ only EGP / USD paid on 1/8/2023
12th Installment an amount of: _[strikethrough]_ $ only EGP / USD paid on / /20

[. . .]

Second season value 2023/2024
An amount of (1,000,000 $), Only One million US Dollars,
divided as follows:
1st Installment an amount of: 250,000 $ only EGP / USD paid on 15/8/2023
2nd Installment an amount of: 75,000 $ only EGP / USD paid on 1/9/2023
3rd Installment an amount of: 75,000 $ only EGP / USD paid on 1/10/2023
4th Installment an amount of: 75,000 $ only EGP / USD paid on 1/11/2023
5th Installment an amount of: 75,000 $ only EGP / USD paid on 1/12/2023
6th Installment an amount of: 75,000 $ only EGP / USD paid on 1/1/2024
7th Installment an amount of: 75,000 $ only EGP / USD paid on 1/2/2024
8th Installment an amount of: 75,000 $ only EGP / USD paid on 1/3/2024
9th Installment an amount of: 75,000 $ only EGP / USD paid on 1/4/2024
10th Installment an amount of: 75,000 $ only EGP / USD paid on 1/5/2024
11th Installment an amount of: 75,000 $ only EGP / USD paid on 1/6/2024
12th Installment an amount of: _[strikethrough]_ $ only EGP / USD paid on / /20

[. . .]

Third season value 2024/2025 (optional for the club only) An amount of (1,076,930 $), Only one million and seventy-six thousand and nine hundred and thirty US Dollars,
divided as follows:

1st Installment an amount of: 269,230 $ only EGP / USD paid on 15/8/2024
2nd Installment an amount of: 80,770 $ only EGP / USD paid on 1/9/2024
3rd Installment an amount of: 80,770 $ only EGP / USD paid on 1/10/2024
4th Installment an amount of: 80,770 $ only EGP / USD paid on 1/11/2024
5th Installment an amount of: 80,770 $ only EGP / USD paid on 1/12/2024
6th Installment an amount of: 80,770 $ only EGP / USD paid on 1/1/2025
7th Installment an amount of: 80,770 $ only EGP / USD paid on 1/2/2025
8th Installment an amount of: 80,770 $ only EGP / USD paid on 1/3/2025
9th Installment an amount of: 80,770 $ only EGP / USD paid on 1/4/2025
10th Installment an amount of: 80,770 $ only EGP / USD paid on 1/5/2025
11th Installment an amount of: 80,770 $ only EGP / USD paid on 1/6/2025
12th Installment an amount of: _[strikethrough]_ $ only EGP / USD paid on / /20."

10. In addition to these remunerations, the Federation Contract stated that the Respondent would also pay the following remuneration:

"4) The player will receive a housing allowance of 20,000 EGP per month net of any taxes or fees during the term of the contract.
5) The player will receive a car allowance of 15,000 EGP per month net of any taxes or fees during the term of the contract.

6)The player will receive 2 flight tickets for each season during the term of the contract."

11. The FIFA Transfer Matching System (TMS) was able to retrieve this information:

- On 3 September 2022, the Club started a transfer instruction in order to engage the Player permanently (Transfer ID: 576005/576880);

- As part of the aforementioned transfer instruction, the Club uploaded an Arabic copy of the Federation Contract and the termination date of the contractual relationship as registered in the "*End of Contract*" field is "*31 July 2025*";

- On 15 September, the Player was registered within the Club.

12. On 25 March 2024, the Club sent an email to the Player in which it notified the latter of its decision to "*not enforce the third optional year of season 2024/2025*" and that "[a]*ccordingly, our employment contract will end normally by ending of season 2023/2024*".

13. On 30 March 2024, the Club sent to the Player another email in which it reiterated its will not to enforce the extension of their contractual relationship.

14. On 24 June 2024, the Player served a "*Default letter of outstanding payments*" whereby he requested some overdue payments, totaling USD 725,000 net, which are composed as follows:

- USD 30,000 net due on 01.07.2023 (season 2022-23)
- USD 45,000 net due on 01.08.2023 (season 2022-23)
- USD 162,500 net due on 15.08.2023 (season 2023-24)
- USD 48,750 net due on 01.09.2023 (season 2023-24)
- USD 48,750 net due on 01.10.2023 (season 2023-24)
- USD 48,750 net due on 01.11.2023 (season 2023-24)
- USD 48,750 net due on 01.12.2023 (season 2023-24)
- USD 48,750 net due on 01.01.2024 (season 2023-24)
- USD 48,750 net due on 01.02.2024 (season 2023-24)
- USD 48,750 net due on 01.03.2024 (season 2023-24)
- USD 48,750 net due on 01.04.2024 (season 2023-24)
- USD 48,750 net due on 01.05.2024 (season 2023-24)
- USD 48,750 net due on 01.06.2024 (season 2023-24)

The Player offered a 15 days period to the Respondent in order to cure the default.

15. On 25 July 2024, the Player notified the Club that due to the Club's failure to honor the Federation Contract and related financial commitments, he was terminating the Federation Contract with immediate effect.

16. After the termination of the Federation Contract, the Player concluded a new contract with the Saudi Arabian Club Al Hazem, which started the 1st September 2024 and ended the 30 June 2025.

17. The monthly salary of the Player in his new club was USD 40,000 net and he further received an advance payment of USD 50,000 net.

B. The proceedings before the FIFA Dispute Resolution Chamber

18. On 11 August 2024, the Player filed a claim at the FIFA, in which he requested to the FIFA Dispute Resolution Chamber (hereinafter the "**DRC**") to :

"*(i) determine that player had just cause to terminate the* [Federation Contract].

(ii) order [the Club] *to pay the player a the total amount of: Seven hundred twenty five thousand USD (725.000 USD) plus an interest of 5% p.a. ad from*

** 5% of 30,000 USD from 02.07.2023 until the effective payment .*
** 5% of 45,000 USD from 02.08.2023 until the effective payment .*
** 5% of 162,500 USD from 16.08.2023 until the effective payment .*
** 5% of 48,750 USD from 02.09.2023 until the effective payment .*
** 5% of 48,750 USD from 02.10.2023 until the effective payment .*
** 5% of 48,750 USD from 02.11.2023 until the effective payment .*
** 5% of 48,750 USD from 02.12.2023 until the effective payment .*
** 5% of 48,750 USD from 02.01.2024 until the effective payment .*
** 5% of 48,750 USD from 02.02.2024 until the effective payment .*
** 5% of 48,750 USD from 02.03.2024 until the effective payment .*
** 5% of 48,750 USD from 02.04.2024 until the effective payment .*
** 5% of 48,750 USD from 02.05.2024 until the effective payment .*
** 5% of 48,750 USD from 02.06.2024 until the effective payment .*

(iii) order [the Club] *to pay the player a compensation for the breach of the contract by a total amount of:*

- *One million seventy six thousand and nine hundred thirty USD (1,076,930 USD) plus an interest of 5 per cent p.a from the date of 25 July 2024 until the effective payment.*
- *Two hundred thousand Egyptian pounds (240,000 Egyptian pounds) plus an interest of 5 per cent p.a from the date of 25 July 2024 until the effective payment.*
- *One hundred Eithy[sic] Egyptian pounds (180,000 Egyptian pounds) Egyptian pounds accoding[sic] to article 6.5 of the contract plus an interest of 5 per cent p.a from the date of 25 July 2024 until the effective payment.*
- *Four Hundred Eighty Four thousand six hundred twenty USD (484,620 USD) as an additional compensation plus an interest of 5 per cent p.a from the date of 25 July 2024 until the effective payment.*

(v) impose any sanction to the Club as considered appropriate".

19. Before the DRC, the Player argued that the Club did not pay the USD 725,000 as it was planned in the Federation Contract, which left him with no choice but to terminate the Federation Contract for just cause, as Article 14 bis of the Regulations on the Status and Transfer of Players (hereinafter the "**RSTP**") dictates.

20. The Player stated that the Federation Contract was a three-year contract, and not a two-year contract. Indeed, the Player considered that clause 6.2 of the Federation Contract was a unilateral termination clause for the Club, and not a clause that would allow the Club to extend its duration for one additional year.

21. Finally, the Player argued that this clause was null and void regarding CAS jurisprudence, due to its lack of reciprocity, and based on the fact that it gave the possibility for the Club to terminate the Contract without any compensation.

22. The Club rejected part of the Player's claim.

    The Club asked the FIFA Dispute Resolution Chamber:

    "*To rule that the [Initial Agreement] is the document that governed the Parties' employment relationship; and*

    To rule that the term of the Parties' employment relationship was two years only; and

    To rule that the Club did not prematurely dismiss the Player; and

    To rule that the Player is not entitled to any compensation; and

    To rule that the Player is only entitled to USD 725,000 as outstanding remunerations; or

    Alternatively, if the Honorable DRC ruled that the Club terminated the contract without just cause,

    the Player's compensation shall be mitigated; and

    To rule that the Player is not entitled to any additional compensation; or

    Alternatively, if the Honorable DRC ruled that the Player is entitled to any additional compensation, it shall be limited to USD 146,250 only."

23. The Club stated that the Initial Agreement was the one governing the relationships between the Parties, and that it specified expressly that it was a two-year contract with one in option, at the discretion of the Club. Hence, the contract was terminated at the end of the 2023-2024 football season, giving no opportunity for the Player to terminate the contract for just cause.

24. The Club added that the Federation Contract was concluded only to comply with the obligations of the EFA. In addition to that, it pointed out that the Initial Agreement mentioned that the Federation Contract would include "*the exact terms mentioned in this* [Initial] [A]*greement*".

25. In a decision issued on 21 November 2024 (hereinafter the "**Appealed Decision**"), the DRC partially accepted the Player's claim based upon the following considerations:

- The DRC stated that the Federation Contract did not mention the Initial Agreement, "*and that the TMS information showed that the Federation Contract* […] *was the version uploaded as part of the transfer, and further, that the contract end date was specified as the end of the 2025 football season, not the end of the 2024 football season the Respondent had suggested*". As a consequence, the DRC based its analysis only on the Federation Contract.

- Regarding the duration of the Federation Contract, the DRC noted that the final contract year was expressed as follows:

  "*Duration of this contract: Three Seasons*
  Begins from season: 2022/2023
  And Ends at the end of season: 2024/2025
  Season 2024/2025 is optional for the club only
  […]
  Season 2024/2025 is optional for the club and the club has the right to terminate the contract after the end of season 2023/2024 in condition of notifying the player in written or via email by not later than 1 april 2024."

- The DRC stated that the termination year of the Federation Contract was 2024/2025, with the right for the Club to terminate unilaterally the contract at the end of the season 2023/2024. The DRC concluded that in accordance with its jurisprudence, the provision 6.2 of the Federation Contract was null and void as it represented a unilateral termination clause.

- The DRC observed that the Player argued that he terminated the contract for just cause due to the violation of the Club's financial obligations. The DRC recalled that the Player provided a default of notice to the Club to fulfill its obligations. Eventually, the Player terminated the Federation Contract for just cause, due to the non-payment of the amount stipulated in the Federation Contract. The DRC stated that the Player was entitled to terminate the Federation Contract for just cause.

- Finally, the DRC deemed that the amount due to the Player was of USD 869,240 plus EGP 420,000, as a consequence of the termination for just cause by the Player.

26. In view of the above, the DRC decided as follows:

"*IV. Decision of the Dispute Resolution Chamber*

1. The claim of the Claimant, Ibrahima Ndiaye, is partially accepted.

2. The Respondent, El Zamalek, must pay to the Claimant the following amount(s):

- ***USD 30,000 as outstanding remuneration** plus 5% interest p.a. as from 2 July 2023 until the date of effective payment;*

- ***USD 45,000 as outstanding remuneration*** *plus 5% interest p.a. as from 2 August 2023 until the date of effective payment;*
- ***USD 162,000 as outstanding remuneration*** *plus 5% interest p.a. as from 16 August 2023 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 September 2023 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 October 2023 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 November 2023 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 December 2023 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 January 2024 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 February 2024 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 March 2024 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 April 2024 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 May 2024 until the date of effective payment;*
- ***USD 48,750 as outstanding remuneration*** *plus 5% interest p.a. as from 2 June 2024 until the date of effective payment;*
- ***USD 869,240 plus EGP 420,000 as compensation for breach of contract*** *plus 5% interest p.a. as from 25 July 2024 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.*

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

7. *This decision is rendered without costs.*"

27. The grounds of the Appealed Decision were notified to the Parties on 5 February 2025.

III. PROCEEDINGS BEFORE CAS

28. On 25 February 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (hereinafter the "**CAS**"), with respect to the Appealed Decision.

29. In its Statement of Appeal, the Appellant requested an extension of the time-limit for the filing of its appeal brief and the appointment of a sole arbitrator, the Respondent agreed with such requests on 1 March 2025.

30. On 8 April 2025, the Appeal Brief was notified to the Respondent, who filed his Answer on 1st June 2025.

31. On 12 June 2025, in accordance with Article R54 of the Code of sports-related arbitration (hereinafter the "**Code**") and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Mr. Didier Poulmaire, Attorney-at-law in Paris, France.

32. On 10 July 2025 and after having duly consulted the Parties, the Sole Arbitrator informed the Parties that he would render his award without holding a hearing and based only on the submissions.

33. On 25 July 2025, acting on behalf of the Sole Arbitrator, the CAS Court Office issued an Order of Procedure, *inter alia* confirming that the Parties' right to be heard had been fully respected. The Parties were invited to return this document duly signed by 1 August 2025.

34. The Respondent returned a signed copy of the Order of Procedure on the same day.

35. On 28 August 2025, the Appellant was granted a last deadline to sign the Order of Procedure by 1 September 2025, failing which it would be assumed that the Order of Procedure was accepted as it is.

IV. SUBMISSIONS OF THE PARTIES

36. The position of the parties below is indicative and does not necessarily include all the arguments put forward by them. However, the CAS took into account all their arguments, including those not mentioned in the following summary.

A) The Appellant

37. In its Appeal Brief, the Club submitted the following requests for relief:

"*1. To accept the present Appeal Brief; and*

2. To rule that the Employment Relationship is for 2 fixed seasons only with option to extend for 1 more season.

3. the Employment Contract is the document that contained all the Parties' final agreements; or

4. Alternatively, if the Sole Arbitrator ruled that the EFA Template is the document that included the Parties' final agreement, to rule that the term of the employment was agreed-upon as two seasons only with option to add third season; and

5. To rule that the Club did not prematurely dismiss the Player, and

6. To rule that the Player is not entitled to any compensation; and

7. Alternatively, if the Honorable DRC ruled that the Club terminated the Player without just cause, the Player's compensation shall be limited to USD 101,875 only."

38. The submissions of the Appellant, in essence, may be summarized as follows:

- The Parties' common intentions were that the Initial Agreement was the one that contained all the Parties' final agreements, which states that the duration of the agreement between the Parties is two seasons, with the right to unilaterally extend the employment to one more season 2024-2025.

- The Initial Agreement stipulates that the Parties will sign the Federation Agreement with the exact same terms, which indicates that the will of the Parties is in the Initial Agreement, while the Federation Contract serves as a formality to satisfy the EFA requirements for registration of the Player with the Club and does neither supersede nor alter the terms of the Initial Agreement.

- The EFA standard template contract provides some formalities that shall be respected, for instance, the maximum length of the employment relationship shall be exactly defined as well as the players' gross remuneration, it is thus the Player who requested the Employment Contract to be signed to sort out the clear duration of the employment as well as his net financial dues.

- Also, it was clearly admitted by the Parties that the duration of the employment was two years, even by the Respondent, who said in a TV interview of October 2024 that the term of the employment with the club was only two seasons.

- The Club notified the Player on two occasions that it will not to exercise the unilateral extension option, which has not been contested by the Player, who sent notice of default on 24 June 2024 without objecting to the Club's statement that their employment relationships lasted for only two seasons. The fact that the Player did not respond to any of these letters sent by the Club demonstrates that he recognizes that the duration of the agreement was two seasons.

- Additionally, by analyzing the Player's requested monies with both Federation Contract and Initial Agreement, it is clear that the Player relies on the Initial Agreement, while calculating his outstanding dues. In the Initial Agreement the monies are expressed in net amounts and in the Federation Contract, the monies are expressed in gross amounts, and in his submissions, the monies asked by the Player were the net amounts which were written in the Initial Agreement and not in the Federation Contract which demonstrates that the Player based his submissions upon the Initial Agreement.

- The Club emphasizes that the Parties only signed the Federation Contract for the sake of compliance with registration requirements. The fact that the Club submitted the Federation Contract to the TMS does not demonstrate the true intent of the Parties, regarding the terms of their employment relationship.

- However, even if the Federation Contract is the one that should be relied on, it does not change the duration of the employment contract of the Player because the Parties agreed on two seasons only, hence the Club did not terminate the employment.

- The wording of Clause 6.4 was intended to be only drafted as an explanation to this unilateral extension option expressly agreed upon in Clause 1 of the Initial Agreement, and that is why the clause contains "*the club had the right to terminate the contract after season 2023/2024*". This clause shall be understood as a consequence of not exercising the unilateral extension option, as expressly defined in the Initial Agreement governing the employment relationship.

- The Club recalls that the common intention of the Parties should prevail on the wording of the contracts, which here is without any ambiguity that both the Player and the Club agreed upon a two-season contract, with a unilateral option for the Club, as the Player expressed itself during a video interview, and the communication between the Parties as it is shown by the email on 25 March 2024 sent by the Club,

which further exclusively enclosed the Initial Agreement, and remained unanswered by the Player.

- The Player should not take any advantage of a situation of uncertainty which he has created to the detriment of the other Party, which is here the case. The fact that the Player did not respond to the Club's communication informing him of the will of the Club not to extend the employment demonstrates that he was aware of the right for the Club to do so.

- However, even if the employment agreement was for a duration of 3 years, the Player is partly responsible because of his absence of reaction which prevents the Club from finding a settlement with the Player. The Player is also in default because he intentionally remained silent for many months, and the situation for the Club would have been much different if it had known that the Player considered the term of the employment was three years instead of two and could then, for instance, have found a way to pay the overdue amounts.

- The fault of the Player in the termination of the employment contract should diminish the compensation given to him by the CAS of no less than 75%. Indeed, the Player's attitude must be blamed, which makes him at fault and not entitled to be fully restored.

- Finally, if there is any compensation that has to be made to the Player it should in any event be calculated on the net amounts that he would effectively receive if the employment remained enforced, minus the salary stipulated in the Player's new contract with the Saudi Arabian Club Al Hazem.

B) The Respondent

39. In his Answer Brief, the Player submitted the following request for relief:

"*1. To dismiss the appeal.*

2. To confirm the decision issued by FIFA Football tribunal on 12 January 2024

3. The arbitration costs should be carried out by the Appellant.

4. To oblige the Appellant, to contribute to the respondent's advocacy costs which will be evaluated according to the panel discretion."

40. The submissions of the Respondent, in essence, may be summarized as follows:

- The Player recalls that the Club failed to pay the player his salaries by a total amount of USD 725,000, which is undisputed by the Club.

- The only contract enforceable and binding between the Parties is the Federation Contract signed on 1st September 2022, registered by the Club to EFA, which is the Federation Contract.

- The Club hired the Player for 3 seasons, from season 2022 to season 2025.

- The Player recognized in the preliminary discussion, the Parties agreed upon a two-years contract, but the final contract that governed the labor relationship is clearly a three-seasons contract with a unilateral termination clause for the Club.

- The Player was obliged to stay with the Club for three seasons, but the Club had the right to terminate the contract unilaterally at the end of the third football season.

- The Club drafted and registered the Contract to the EFA, without mentioning any other documents that could govern the relationship between the Parties.

- The Club chose an illegal and abusive approach by drafting a final three-season contract with a unilateral termination clause after two seasons.

- The Player precises that Article 9.7 of EFA Player's statutes regulations states that "*Any conditions mentioned in the contract must not violate regulations, law, or public order, and must be signed by the parties to the contract with the club's seal. Any appendices outside the contract will not be considered.*"

- There is no ambiguity in the term of the contract and that the contract enforceable is the Federation Contract, which reflects the intentions of the Parties. In addition to that, it is the Club who drafted the Federation Contract and uploaded it in TMS System. If there is ambiguity, it should be against the author who drafted the contract, so in this matter, against the Club.

- The interview in which the Player speaks about his employment agreement should not be interpreted as a formal acknowledgment of the contract's duration, but only as a general response intended to avoid discussing the specifics of the dispute in public by respect to the club and its fans and for the same reason the Player did not disclose the outstanding amounts due to him by the Club.

- Clause 6.2 of the Federation Contract granted the right to the Club to reduce the duration of the Federation Contract from three seasons to two seasons and the right to terminate the contract after the end of season 2023-2024, without any reason.

- If the Club had not sent the letter of termination of the Federation Contract in March 2024, the Player would not have had the opportunity to leave the Club, due to the duration of the Federation Contract which was 3 years.

- The Federation Contract did not mention that the duration of the contract is two seasons and that the Club has the right to extend its duration for an additional third season, but it indicated that the contract duration is three seasons and that the Club has the right to terminate the contract after the end of season 2023-2024.

- The unilateral termination clause for the benefit of the Club is null and void due to its lack of reciprocity, its disproportion, and its unbalanced character. Clause 6.2 is an unilateral and potestative clause to the sole benefit of the Club.

- The Club was in default of payment since July 2023, and the Player did not receive any salary from the Club for a year. The Club thus acted in bad faith, trying to prevent the Player claiming compensation for the season 2024-2025, when overdue payable already amount to USD 676,250.

- Due to the Club's negligence, the Player had no choice but to terminate the Federation Contract for just cause and did not bear any responsibility to such termination.

- The compensation calculated by FIFA DRC is fair, reasonable and in conformity with applicable legal provisions. The compensation is not considered as labour income but as a compensation to which tax deductions do not apply in Egypt but in the place where he will be located upon receipt of such amount. The amount of compensation may not be subject to any deductions.

V. JURISDICTION

41. According to Article R47 of the Code

> "*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.* "

42. Article 56 of FIFA Statutes provides that:

> "*1. FIFA recognizes 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.*
> *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.*"

43. Further, pursuant to Article 57(1) of the FIFA Statutes "[a]*ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question*" and Article 57(2) specifies that "[r]*ecourse may only be made to CAS after all other internal channels have been exhausted*".

44. The Appealed Decision was issued by the FIFA DRC, and it is not disputed that all internal channels within FIFA have been exhausted. Finally, it is not disputed that the CAS has jurisdiction to hear the present dispute. It follows that the CAS has jurisdiction to hear to appeal filed by the Appellant against the Appealed Decision.

VI. ADMISSIBILITY

45. The Appellant lodged its statement of appeal on 25 February 2025, i.e. 20 days after notification of the decision rendered by the FIFA Football Tribunal on 5 February 2025. It was therefore filed within the 21-day time-limit provided for Article R49 of the Code and Article 57(1) of the FIFA Statutes. It further also complied with the requirements of Articles R48 and R64(1) of the CAS Code, including the payment of the CAS Court Office fee.

46. The appeal is therefore admissible.

VII. APPLICABLE LAW

47. Pursuant to Article R58 of the CAS 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

48. Article 56(2) of FIFA Statues provides that:

> " *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.*".

49. In the present case, both Parties further made several references to Swiss law and to the FIFA regulations.

50. The present case was presented to FIFA on 11 August 2024, the 2024 June Edition of the RSTP is appliable.

51. In light of the above, the Sole Arbitrator holds that the treatment of the present dispute shall be governed by the regulations of FIFA, chiefly the RSTP, and, subsidiarily, by Swiss law.

VIII. MERITS

52. The Parties disagree on which is the binding contract for their employment relationship. The Appellant argues that the Initial Agreement was the one to rely on, but the Respondent pretends that the Federation Contract is the one which is enforceable. The Parties further disagree on the duration of the employment contract that has been signed by them. The Appellant alleges that it was a two football seasons contract, which terminated automatically at the end of the 2023-2024 football season, and the Respondent argues that the contract signed was for a duration of three football seasons, so until the 2024-2025 season. The Parties have also argued on whether the employment agreement has been terminated with just cause before its end by the Player or not. Finally, the Parties disagree on the compensation that could be granted to the Respondent.

53. In this context, the issues to be decided by the Sole Arbitrator are:

A. Which agreement is the governing contract?

B. What is the duration of the employment agreement?

C. Did the Player have a just cause to terminate the employment agreement?

D. Is the Player entitled to any compensation and to what extent?

54. The Sole Arbitrator will address these issues in turn below.

A) Which agreement is the governing contract

55. First of all, the Sole Arbitrator must decide if the DRC has correctly stated in its decision that "*In light of foregoing, and considering that the Federation Contract was fully executed at a later date than the Initial Agreement, and further considering that the Federation Contract was uploaded and information entered reflecting the same into the TMS, with the content therein not appearing ambiguous, the DRC based its analysis exclusively on the language provided in the Federation Contract, without considering earlier versions*".

56. In its Appeal Brief, the Club disagrees with this analysis made by the DRC, considering the Initial Agreement is the one which is enforceable. The Club argued that the Initial Agreement is the first one that has been signed, and in which it is written that "*Both parties sign the standard contracts of the Egyptian Football Association with the exact terms mentioned in this agreement*". The Club also added that the Initial Agreement is the one reflecting the common intention of the Parties and that the Federation Contract is itself an execution of the Initial Agreement.

57. The Club also argues that the Player, by asking for the monies in their net amounts, was referring to the Initial Agreement, because the Federation Contract indicates the salaries in gross amount, and the Player would not have been able to calculate himself the net amounts, except by referring to the Initial Agreement.

58. The Club states that the lack of response by the Player should be interpreted as an acceptance of the letter sent by the Club informing him that the unilateral extension option will not be exercised, thus terminating the employment agreement at the end of the 2023-2024 football season.

59. The Respondent argues that the Federation Contract is the registered contract by the Federation and therefore the only one governing the relationship between the Parties. Also, the Respondent recalls that the Federation Contract has been concluded after the Initial Agreement, and contains some differences with the Initial Agreement, thus, the Federation Contract is the only one to be bidding for the Parties.

60. The Respondent states that the Federation Contract mentions, unambiguously the duration of the employment agreement, the salaries and the other clauses applicable to the Parties. The Club insists that the Initial Agreement provides a two-year contract with a unilateral extension clause for the Club, which is very different from what contains the Federation Contract which provides a three-year contract with a unilateral termination clause for the Club. As a consequence, the Initial Agreement and the Federation Contract cannot be regarded as the same contracts.

61. The Sole Arbitrator recalls that Article 5.1 of the RSTP states that "*A player must be registered with an association to play for a club either as a professional or as an amateur, in accordance with the provisions of Art. 2*". The registration of the Player's employment contract is compulsory for him to be able to officially play within a duly registered football club.

62. In its jurisprudence, the CAS has already considered that "*Un contrat qui contient tous les éléments essentiels d'un contrat de travail conclu entre un joueur et un club, soit la dénomination des parties, son objet, les obligations respectives des parties et leurs signatures, et qui ne contient aucune référence à un premier contrat de travail conclu entre les mêmes parties, est un nouveau contrat*" which is freely translated as follow: "*A contract that contains all the essential elements of an employment contract between a player and a club, the names of the parties, its purpose, the respective obligations of the parties and their signatures, and which contains no reference to a previous employment contract between the same parties, is a new contract*." (CAS 2021/A/7626 & 7627).

63. Also, the CAS has stated that "[e]*ven if both contracts would have been formally valid […], the Sole Arbitrator is of the opinion that the Employment Contract of 1 February 2014 was obviously* ***the 'newer' contract which had replaced the 'older' contract*** *of 7 January 2014 by the Parties' agreement and signature anyway*" (emphasis added, CAS 2017/A/5230). Hence, it is acknowledged by the CAS that when two contracts are at stake, the second one is enforceable.

64. In regard of what precedes, the Sole Arbitrator notes that the two contracts have been concluded five (5) days apart one from the other, and that the CAS jurisprudence considers that the most recent contract is the one governing the parties, which, in this case, is also the sole contract that has been registered to the EFA. Hence, the Sole Arbitrator states that the Federation Contract is the one governing the Parties' employment relationship.

B) <u>What is the duration of the employment agreement?</u>

65. The Parties disagree on the duration of the Federation Contract. The Club states that the Federation Contract was concluded for a duration of two football seasons, with a third season in option, only for the Club, thus the end of the Federation Contract was at the end of the season 2023-2024 if the Club decided not to use the option. The Player argues that the Federation Contract was concluded for a duration of three football seasons, with the possibility for the Club to terminate the Contract unilaterally.

66. By reviewing the wording of the Federation Contract, the Sole Arbitrator noted, as the DRC did, that the duration of the Federation Contract was determined in its first article as follows:

> "*Duration of this contract: Three Seasons*
> *Begins from season: 2022/2023*
> *And Ends at the end of season: 2024/2025*
> *Season 2024/2025 is optional for the club only*"

And also, Article 6.2 which precises that:

> "*Season 2024/2025 is optional for the club and the club has the right to terminate the contract after the end of season 2023/2024 in condition of notifying the player in written or via email by not later than 1 april 2024*".

67. The Appellant argued that "*any ambiguity or inconsistency in the EFA Template should be interpreted in light of the Parties' clear intention to grant the Club a unilateral extension option*", however, the Sole Arbitrator observed that the Federation Contract is unambiguous on its provisions and particularly on its duration. Indeed, the language of the Federation Contract mentions expressly a three-year contract, ending at the end of 2024-2025 season, with the possibility for the Club to terminate the Federation Contract unilaterally at the end of 2023-2024 football season.

68. The Sole Arbitrator disagrees with the Appellant on the idea that both Federation Contract and Initial Agreement contain the same provisions. The contents of Article 6.2 of the Federation Contract and Article 1 of the Initial Agreement are very different, and contrary to the assumption of the Appellant, Article 6.2 does not refer to any unilateral option for the Club and its potential consequences, but refer only to the possibility for the Club to terminate the Federation Contract. There is no evidence that the will of the Parties was to unequivocally agree on a two-years contract, the interview of the Player not being enough to legally justify this hypothesis, nor the lack of immediate objection by the Player when receiving the above-mentioned emails of 25 March 2024 and 30 March 2024 dated from the Club. Indeed, the Club argues that the silence of the Player must be interpreted as an acceptance, by him, of the fact that the employment agreement was made for a duration of two years, or at least that he agreed on an amendment to the employment agreement, or that he consented to depart from the Club without any breach from the latter. However, the Sole Arbitrator, based on CAS jurisprudence which states that "*the player's silence or failure to object to a letter dubiously received cannot reasonably be understood as his acceptance of the club's unilateral variation of the employment contract. In any event,*

not objecting is not the same as agreeing" (CAS 2021/A/8156) is of the view that the silence of the Player, regarding the notification of the termination of the employment agreement cannot be considered as sufficient to demonstrate the consent and the will of the Player to agree upon this termination of the Federation Contract.

69. Pursuing with what has been stated, the CAS jurisprudence, has also noted that "*In any case, the Panel does not find that the Respondent, by not putting the Appellant in default before filing his claim with FIFA, and by waiting almost two months before doing so, which is incidentally well within the two-year limitation period set by the FIFA Regulations, can be deemed to have tacitly accepted the Appellant's unilateral termination of the Contract*." (CAS 2016/A/4875). In other words, the lack of response of the Player, before filing a claim in front of the FIFA, cannot be interpreted as a tacit acceptance by the Player of the termination of the employment agreement at the end of season 2023-2024, contravening here to the argument of the Club invoking the principle of "*venire contra factum proprium*", to justify that the Player's failure to response must be understood as a recognition of a two-year contract. Hence, by arguing that the Player tries to take advantage of a situation of uncertainty which has been created by the Player due to his lack of answer to the emails sent by the Club on 25 March 2024 and on 30 March 2024, while the Player had no deadline to respond to these emails, the Club does not take into account the fact that this litigation is primarily caused by the failure of the Club to pay the salaries due to the Player, and the default letter sent by the Player to the Club on 24 June 2024 informing the Club of the possibility for the Player to take legal action in order to protect his rights and to ask for compensation, and therefore cannot be taken responsible for the uncertainty of the situation.

70. As a consequence, the Sole Arbitrator considers that the Club did not demonstrate that the Player agreed on the termination of the Federation Contract at the end of the 2023-2024 football season, or that the duration of the Federation Contract would have been tacitly amended afterwards, nor that the will of the Parties was initially, at the conclusion of the Federation Contract, to establish a two-year employment agreement. The Sole Arbitrator also believes that the Player does not try to take any advantage of a situation of uncertainty but only tries to be indemnified of the early termination of the Federation Contract.

71. Hence, Article 6.2 would expose the Player to a unilateral premature termination of the employment agreement, without any fault from him, and without any concession made to the Player. Such a potestative condition, the fulfilment of which being solely dependent on the Club's will is generally considered void in the well-established jurisprudence of CAS which considered that "*Furthermore, the Sole Arbitrator considers this provision to be a deviation from the general principles enshrined in the FIFA Regulations. The Sole Arbitrator finds that, in principle, nothing prevents parties from defining when and under which circumstances a party may terminate the Employment Contract with just cause. For if the parties are free to arrange in the employment contract the method of compensation for breach of contract, then, in principle, the same must apply to specifying when there is "just cause*" (CAS 2006/A/1180). *Such deviation may in principle not be potestative, i.e. the conditions for termination may not be unilaterally influenced by the party wishing to terminate the contract (an example of a potestative clause would be the situation where a contract provides that it can be unilaterally terminated by the club if*

the player does not play in a certain percentage of matches, for the decision to field the player may be influenced by the club). As maintained by a legal scholar, "[i]n relation to the substance of the unilateral option clause, parity of termination rights is no longer to be taken as a benchmark for public policy, since (as shown) a disparity of termination rights has to be accepted as such; instead the question to be answered here is how great the disparity may be. The limit of contractual freedom in this respect is formed by the prohibition of excessive selfcommitment, as laid down in Swiss law, for example, at Art. 27(2) of the Swiss Civil Code", adding in a footnote that "[n]o person can alienate his personal liberty nor impose any restrictions on his own enjoyment thereof which are contrary to law and morality" (PORTMANN, Unilateral option clauses in Footballer's contracts of employment: An assessment from the perspective of International Sports Arbitration, ISLR 2007, p. 6-16)" (CAS 2015/A/4042, para. 68 of the abstract published on the CAS website) (CAS 2022/A/9279).

72. Indeed, the CAS jurisprudence is unambiguous on the invalidity of a unilateral termination clause that only gives the right to a club to terminate an employment contract, creating an imbalance between the Parties, and precised that "*A contractual clause contained in a footballer's employment contract under which only the club, but not the player may unilaterally terminate the employment contract is unilateral and potestative and therefore contrary to the regulations of FIFA. Consequently it is null and void.*" (CAS 2016/A/4852).

73. The Sole Arbitrator concludes that Article 6.2 is null and void as it represents a unilateral termination clause for the Club, with only condition to inform the Player no later than 1 April 2024 of the termination of the employment, without any consideration.

74. Hence, the Sole Arbitrator considers that the duration of the Federation Contract is of three football seasons.

C) <u>Did the Player have just cause to terminate the employment agreement?</u>

75. On 25 March 2024 and on 30 March 2024, the Club notified the Player that he would not enforce the third year of the employment, but as it has been demonstrated, the third year was not an option, and the Federation Contract was still valid for the 2024-2025 football season.

76. On 24 June 2024, the Respondent sent a default letter of outstanding payments to the Appellant, in which he asked the latter to pay the total overdue amounts of the thirteen last instalments corresponding to USD net 725,000 net within 15 days, failing which he would take the necessary legal action to protect his rights and ask for compensation.

77. On 25 July 2024, the Respondent sent a notification of Termination of the employment contract for just cause "*due to the failure*" of the Club to pay the Player's salaries for 11 months and informed that he will request unpaid salaries as well as compensation for termination of his employment contract with just cause.

78. The Parties never disputed that USD 725,000 were due on 25 July 2024 when the Player terminated unilaterally the employment, which represented thirteen installments arising from the Federation Contract as follows:

- 30,000 USD net due on 01.07.2023 (season 2022-23)
- 45,000 USD net due on 01.08.2023 (season 2022-23)
- 162,500 USD net due on 15.08.2023 (season 2023-24)
- 48,750 USD net due on 01.09.2023 (season 2023-24)
- 48,750 USD net due on 01.10.2023 (season 2023-24)
- 48,750 USD net due on 01.11.2023 (season 2023-24)
- 48,750 USD net due on 01.12.2023 (season 2023-24)
- 48,750 USD net due on 01.01.2024 (season 2023-24)
- 48,750 USD net due on 01.02.2024 (season 2023-24)
- 48,750 USD net due on 01.03.2024 (season 2023-24)
- 48,750 USD net due on 01.04.2024 (season 2023-24)
- 48,750 USD net due on 01.05.2024 (season 2023-24)
- 48,750 USD net due on 01.06.2024 (season 2023-24)

79. The notion of just cause is defined at Article 14 of the RSTP states that "*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*". Article 14 bis of the RSTP precises that "*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.*"

80. The FIFA's commentary on the FIFA Regulations for the Status and Transfer of Players 2023 Edition (hereinafter the "**Commentary**") insists on the fact that two cumulative conditions are required to terminate the contract for just cause, which are the two outstanding monthly salaries and the default notice. When these two conditions are met, the DRC has consistently concluded that the Player had just cause to terminate the contract on the ground of Article 14 bis (DRC decision on 28 February 2020, Sushkin).

81. The CAS jurisprudence also concludes that when these two conditions are met, a player may terminate unilaterally the contract for just cause : « *lorsque les salaires d'un joueur ne sont pas versés pendant au moins deux mois, le joueur dispose d'une juste cause de rupture du contrat à condition d'adresser par écrit au club défaillant une mise en demeure de payer sous quinze jours minimum. En revanche l'article 14 bis RSTJ n'impose nullement de formes particulières à cette mise en demeure ni que le paiement soit subordonné à la communication des coordonnées bancaires du joueur* » (TAS 2020/A/7224), which is freely translated as : « *When a player's wages have not been paid for at least two months, the player has just cause to terminate the contract, provided that he sends the defaulting club a formal notice in writing to pay within a minimum of fifteen days. However, Article 14 bis RSTJ does not impose any particular form for this formal notice, nor does it require payment to be conditional upon the player providing their bank details.*».

82. It is undisputed by the Parties that more than two months of salaries have not been paid by the Club and that's the Player did notice the Club to pay the overdues, respecting all the conditions provided by Article 14 bis of the RSTP.

83. As a consequence, the Sole Arbitrator considers that the Player had just cause to terminate the Federation Contract.

D) Is the Player entitled to any compensation and to what extent?

84. Considering all the above, the Sole Arbitrator concludes that the Player terminated the Federation Contract for just cause. As a consequence, the Sole Arbitrator must determine the consequences of such termination.

85. It is undisputed by the Parties that the Player is entitled to the amount of USD 725,000 plus a 5% interest rate corresponding to the overdue of the 2022-2023 season and the 2023-2024 season, that has not been paid by the Club.

86. In the Appealed Decision the DRC decided that the Club had to pay to the Player the amount of USD 869,240 corresponding to the gross amounts the Player would have earned for the 2024-2025 football season minus the salaries paid by the new club of the Player, plus a three months salary based on the remuneration of the Player at the moment of the termination of the Federation Contract. The DRC also asked the Club to pay the Player EGP 420.000 which were the advantages stated in the Federation Contract.

87. The Club argues the compensation must be calculated based on the net amounts and not in the gross amounts, but also the compensation must be reduced at least by 75% due to the behavior of the Player which is partly responsible for the termination of the employment agreement.

88. The Sole Arbitrator notes that the sums payable to the Player are set out in the Federation Contract as gross amounts and furthermore, the Federation Contract states in its Article 4.6. that "*The Player should bear the taxes of this contract and any fees according to the law, the club shall deduct taxes from the player dues and transfer them to the taxes under this responsibility*". The Sole Arbitrator is satisfied that the Player should receive the gross amounts by way of compensation, and it will be his responsibility to then account for any tax owed.

89. There is a supporting CAS jurisprudence for the conclusion reached by the Sole Arbitrator, including CAS 2015/A/4055 which addresses the same point as follows: "*The same applies in the case of a claim for damages when the loss consists in the non-payment of remuneration. In such a case, as long as there is the proper causal connection, the claimant is entitled to compensation for all consequential loss incurred due to the other party's fault by the wrongful premature termination of the employment relationship. The claim is based on the claimant's legitimate interest in having the contract fulfilled. The innocent party must be put in the position he/she would have been in had the employment contract continued in effect. In doing so, the contractual notice period (or the end of the contract in the case of contracts for limited periods of time) constitutes the limit in terms of time for calculating the damages claim. The damage is calculated according to the so-*

called difference method, i.e. the difference between the actual situation that occurred because of the termination and the hypothetical situation without the damaging event of wrongful termination. The damage consists of the loss of remuneration plus all other contractual entitlements such as special bonuses and any remuneration in kind. In calculating damages for loss of earnings, the so-called gross-wage method is to be used, i.e. loss is calculated based on the injured party's loss of gross earnings. Any advantages obtained by the injured party on account of the damaging event – for example, by tax reduction – must be taken into account by way of corresponding reduction of the damages. The wrongdoer is entitled to raise as part of his/her defence any points which might reduce the damages in that way (see also RSTP Commentary, para. 2 to Article 17 with reference to CAS 2004/A/587 and Article 337c of the Swiss Code of Obligations)".

90. The Sole Arbitrator disagrees with the appreciation made by the Club arguing the Player is responsible for the termination by not responding to the email of the Club notifying him of its will not to extend the contract for one more year. Indeed, the Sole Arbitrator considers that the Club is the only responsible of the termination, the termination being due to the default of payment of 13 installments by the Club to the Player. The Sole Arbitrator considers that the Club cannot absolve its own responsibility, simply because the Player did not answer to the emails of the Club.

91. Hence to determine the compensation due to the Player, the Sole Arbitrator notes that the Commentary precises the application of Article 17 of the RSTP, in which it is stated that "*The term "breach of contract" encompasses scenarios where: (1) a contract is terminated, either by a professional player or the club,* without *just cause; or (2) where one party seriously breaches its contractual obligations, so that the counterparty is entitled to terminate that contract* with *just cause*". As a consequence Article 17 of the RSTP must also apply to our case where the termination of the employment contract by the Player is for just cause.

92. In order to determine the compensation due to the Player, the Sole Arbitrator must base its calculation, as it is provided by Article 17 of the RSTP which states "*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*."

93. The Sole Arbitrator recalls that the Federation Contract does not contain any clause regarding the monies due in case of unilateral termination by one of the Parties, precising that the unilateral termination clause is null and void.

94. Thus, the Sole Arbitrator must determine the compensation based on the elements stipulated in the Federation Contract which are:

- USD 1,076,930 representing the salaries of the 2024/2025 season portion;

- EGP 240,000 representing 12 months' housing allowance;

- EGP 180,000 representing 12 months' car allowance.

95. In addition to that, Article 17.1.ii of the RSTP, states that "*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 terminated 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*".

96. In the present case, the Player concluded a new contract with the club of Al Hazem, in which his remuneration was USD 40,000 per month for the 2024-2025 season in which there were ten months coinciding with the Federation Contract, so a total of USD 400.000 and an addition USD 50,000 due in January 2025. Hence, the Player was paid for the 2024-2025 season by the club of Al Hazem the total amount of USD 450,000, which must be taken into account for the calculation of the global compensation.

97. The Sole Arbitrator, in application of Article 17.1.ii. of the RSTP which states that a player is entitled to have an amount corresponding to three months salaries, when the contract is terminated early for overdue payables, grants additional compensation corresponding to three times the monthly salaries of the Player at the time of the termination which establishes a USD 242,310 to be paid by the Club to the Player.

98. Regarding all the above, the Sole Arbitrator confirmed the calculation made by FIFA, which was further not disputed *per se* by the Parties, and ruled that the Player is entitled to the global compensation of USD 869,240 which can be calculated as follow: USD 1,076,930 minus USD 450,000 plus USD 242,310 and also EGP 420,000 corresponding to the advantage due by the Federation Contract, which must be interpreted as the global compensation due for the breach of the employment by the Club.

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Al Zamalek Club on 25 February 2025 against the decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal dated 21 November 2024 is dismissed.

2. The decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 21 November 2024 is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 19 December 2025

THE COURT OF ARBITRATION FOR SPORT

Didier Poulmaire
Sole Arbitrator