CAS 2025/A/11252 Klubi Futbollit Llapi 1932 v. Valmir Berisha & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland

in the arbitration between

Klubi Futbollit Llapi 1932, Kosovo
Represented by Mr Lorin Burba, Attorney-at-Law in Paris, France

- Appellant -

and

Valmir Berisha, Sweden and Kosovo
Represented by Misters Yury Zaytsev, Sergey Lysenko, Vladislav Chepelyov and Ms Ekaterina Dyakova, Attorneys-at-Law in Tashkent, Uzbekistan

- First Respondent -

and

Fédération Internationale de Football Association, Switzerland
Represented by Mr Miguel Liétard Fernández-Palacios and Ms Crisitna Pérez González, FIFA Litigation Department, Miami, United States of America

- Second Respondent -

I. PARTIES

1. Klubi Futbollit Llapi 1932 (the "Appellant" or "Club") is a professional football club with its registered seat in Podujeve, Kosovo. It is affiliated to the Football Federation of Kosovo (the "FFK"), which, in turn, is affiliated to the Fédération Internationale de Football Association (the "FIFA").

2. Mr Valmir Berisha (the "First Respondent" or "Player"), is a professional football player of Swedish and Kosovar nationality.

3. FIFA (or the "Second Respondent") is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the international sports governing body for the sport of football and exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players worldwide.

II. FACTUAL BACKGROUND

A. Facts of the case

4. Below is a summary of the main facts established on the basis of the decision rendered by the FIFA Dispute Resolution Chamber (the "FIFA DRC") on 30 January 2025 (the "Appealed Decision"), the submissions of the Parties and the evidence examined in the course of the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be referred to, where relevant, in connection with the later legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence available in the present proceedings, only the submissions and evidence necessary to explain the reasoning of the award will be referred to in the following paragraphs.

5. On 26 May 2024 (the "Signing Date"), the Player and the Club (the "Contractual Parties") concluded an employment contract valid from 1 July 2024 until 30 June 2025 (the "Employment Contract").

6. On 5 July 2024, the Appellant proposed a termination agreement (the "Termination Agreement") to the Player, which the latter rejected and did not sign.

7. On 10 July 2024, the Player sent a default notice (the "First Notice") to the Appellant requesting the payment of EUR 5,000 net within 15 days as well as to cease their abusive behaviour towards him and to reintegrate him in the first team since he considered himself to be excluded from such.

8. On 16 July 2024, the Player sent to the Appellant a second (the "Second Notice") and on 22 July 2024 a final notice (the "Final Notice") reiterating his demand to be paid and reintegrated in the team, failing which he would terminate the Employment Contract as per Article 14.2 of the FIFA Regulations on the Status and Transfer of Players (the "RSTP").

9. On 26 July 2024, the Player sent a termination notice (the "Termination Notice") to the Appellant.

10. On 29 July 2024, the Club's lawyer, Mr Bekim Sfishta, reached out to the Player's representatives by e-mail stating that the Player's requests will be discussed with the leadership of the Club.

11. On 31 July 2024, the Player's representative answered to Mr Sfishta's e-mail by underlining the Player's position of the Employment Contract being terminated for just cause and that he was thus entitled to compensation.

12. On the same day, the Appellant answered and stated that they do not consider the Employment Contract to have been come into force. The Player answered this e-mail, rejecting such interpretation.

13. On 13 August 2024, the Player concluded a new contract (the "Malisheva Contract") with Klubi i Futbollit Malisheva ("Malisheva"), a professional football club also affiliated to the FFK for the period from its conclusion until 30 June 2027.

B. Proceedings before the FIFA Dispute Resolution Chamber

14. On 10 September 2024, the Player lodged a claim before FIFA seeking outstanding remuneration and compensation for breach of contract for a total amount of EUR 31, 694 plus interest. Before FIFA, the Club argued that the FIFA DRC lacked jurisdiction and, on a subsidiary basis, that the Player terminated the Employment Contract without just cause.

15. On 30 January 2025, the FIFA DRC passed the Appealed Decision, which reads, in its operative part, as follows:

> *"1. The Football Tribunal has jurisdiction to hear the claim of the claimant, Valmir Berisha.*
>
> *2. The claim of the Claimant, Valmir Berisha, is partially accepted.*
>
> *3. The Respondent, KF Llapi 1932, must pay to the Claimant the following amount(s):*
>
> *- **EUR 7,000 as outstanding remuneration** plus 5% interest as follows:*
> *- 5% interest p.a. over the amount of EUR 5,000 as from 27 May 2024 until the date of effective payment;*
> *- 5% interest p.a. over the amount of EUR 2,000 as from 27 July 2024 until the date of effective payment.*
>
> *- **EUR 22,000 as compensation for breach of contract** plus 5% interest p.a. as from 27 July 2024 until the date of effective payment.*
>
> *4. Any further claims of the Claimant are rejected.*

5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form

*6. 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.

*7. 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."*

16. On 21 February 2025, the FIFA DRC notified the grounds of the Appealed Decision to the Appellant and the Player.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

17. On 11 March 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") pursuant to Article R48 of the Code of Sports-related Arbitration (the "CAS Code") against the First Respondent and Second Respondent regarding the Appealed Decision.

18. On 14 March 2025, the CAS Court Office notified the Parties of the Statement of Appeal.

19. On 3 April 2025 and within the relevant time-limit, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code

20. On 19 May 2025 and further to the Parties' agreement to appoint a sole arbitrator in this case, the CAS Court Office informed the Parties that the Arbitral Tribunal appointed to hear the present matter was constituted as follows:

Sole Arbitrator: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland

21. On 28 May 2025 and within the relevant deadline, the Second Respondent filed his Answer in accordance with Article R55 of the CAS Code, after the CAS Court Office granted them a time extension on 29 April 2025.

22. On 29 May 2025 and within the relevant deadline, the First Respondent filed his Answer in accordance with Article R55 of the CAS Code, after the CAS Court Office granted him a time extension on 30 April 2025.

23. On 13 June 2025 and after having been duly consulted, the Parties were informed that the Sole Arbitrator decided to hold a hearing via videoconference.

24. On 3 July 2024, the Respondents provided the CAS with the duly signed Order of Procedure.

25. On 4 July 2025, the Appellant provided the CAS with the duly signed Order of Procedure.

26. On 8 July 2025 the hearing was held by video-conference. The Sole Arbitrator was assisted by Ms Pauline Pellaux, Counsel of the CAS. The following persons attended the hearing:

For the Appellant:

- Mr Muhamet Rexhepi, General Secretary of the Club
- Mr Lorin Burba, Legal Representative
- Mr Petrit Myftari, Official of the Club, as Interpreter

For the First Respondent:

- Mr Sergey Lysenko, Legal Representative
- Mr Vladisla Chepelyov, Legal Representative
- Ms Ekaterina Dyakova, Legal Representative

For the Second Respondent:

- Ms Cristina Pérez González, inhouse Legal Counsel

27. At the end of the hearing all Parties confirmed that their right to be heard had been respected and, on 17 July 2025, the CAS Court Office informed the Parties that the evidentiary proceedings were closed.

IV. SUBMISSIONS OF THE PARTIES

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

A. Appellant

29. The Appellant filed the following requests for relief:

"1. To accept this appeal;

2. To set aside the Decision of the Dispute Resolution Chamber of FIFA Football Tribunal passed on the date 30 January 2025, in Miami, the USA, with Ref. Nr. FPSD-15972.

Alternatively,

3. To reduce to zero the amounts established by the Decision of the Dispute Resolution Chamber of FIFA Football Tribunal passed on the date 30 January 2025, in Miami, the USA, with Ref. Nr. FPSD-15972.

4. To determine any other relief the Panel may deem appropriate.

In any case,

5. To fix a sum to be paid by the Respondents, in order to contribute to the payment of the Appellant's legal fees and costs in the amount of CHF 10,000.00/- (ten thousand Swiss francs); and

6. To condemn the Respondents to the payment of the whole CAS administration costs and CAS Panel fees."

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

- The Appellant's submission focuses firstly on the jurisdiction of the FIFA DRC which it rejects, arguing that the matter at hand is solely of domestic nature and should have been decided by the Kosovar National Dispute Resolution Chamber (the "Kosovar NDRC"). The Appellant argues that the Player, holder of dual citizenship of Kosovo and Sweden, signed the Employment Contract as a Kosovar citizen by indicating his Kosovar ID-card number.

- As the Player was never registered with the Appellant, the nationality under which he was registered (what he never was) cannot be considered to determine the Employment Contract's nationality in the matter at hand. It shall therefore follow that the Kosovar NDRC should have been competent to decide the issue as provided by Article 22 para. 1 lit. b RSTP and Article 10 of the Employment Contract.

- With regard to the contractual dispute, the Appellant claims that the "financial relations" of the Employment Contract did not come into force at its signing on 26 May 2024 but on 1 July 2024 as stated in Article 2 of the Employment Contract. While not denying that a signing fee in the amount of EUR 5,000 (the "Signing Fee") was agreed upon, the Appellant argues that no timeline to pay the Signing Fee was stated in the Employment Contract.

- By referring primarily to Kosovar law, which the Appellant deems applicable for the question at hand, but also alternatively to Swiss law, the Appellant argues that the Signing Fee could only be due on the day after the First Notice was sent to it, i.e. 11 July 2024 and overdue on 12 July 2024. Accordingly, the Player should have sent a written notice on 12 July 2024 and grant the Club a 15-day deadline, expiring on 27 July 2024, to pay the Signing Fee and thus remedy to its breach. As the Player terminated the contract on 26 July 2024 and not on 27 July 2024, he did not respect the procedural provisions of Article 14bis RSTP and therefore had no just cause to terminate the Employment Contract.

- Lastly, the Appellant argues that the compensation awarded to the Player by the Appealed Decision exceeds the residual value of the Employment Contract of EUR 18,322.58 (EUR 25,000 – EUR 6,677.42), and must further be mitigated, if any is to be awarded.

B. First Respondent

31. The First Respondent filed the following requests for relief:

"*1. The appeal filed by Football club KF Llapi 1932 against Mr. Valmir Berisha and FIFA with respect to the decision issued on 30 January 2025 by the FIFA Dispute Resolution Chamber in the case Ref. Nr. FPSD-15972 is rejected.*

2. The decision issued on 30 January 2025 by the FIFA Dispute Resolution Chamber in the case Ref. Nr. FPSD-15972 is confirmed.

3. Football club KF Llapi 1932 shall bear all the costs incurred with the present procedure.

4. Football club KF Llapi 1932 shall pay to Mr. Valmir Berisha a contribution towards his legal and other costs in the amount to be determined at the discretion of the Sole Arbitrator."

32. The First Respondent relies, in essence, on the following arguments:

- He entered into the Employment Contract as a Swedish player and not as a Kosovar player. While the First Respondent does not dispute the fact that he holds dual citizenship of Sweden and Kosovo, he emphasizes that his "sporting nationality" is Swedish as he played for the youth and Olympic selections of Sweden, he has never been registered as a Kosovar player before or after his employment with the Appellant, he is registered as Swedish in the Transfer Matching System (the "TMS"), the Employment Contract does not mention the Player's nationality and the Appellant did not register the Player at all.

- Following the Player's Swedish nationality, the dispute at hand is of international dimension. Further, the First Respondent states that the FIFA DRC must be considered the only body which can decide on the case at hand as the Kosovar NDRC's existence is disputed and – in case it does exist and operate – its non-compliance with the respective FIFA Regulations is established. If FIFA would have denied its jurisdiction, the Player

would have been left without legal remedies against the Appellant's conduct as the Employment Contract does only mention the FFK's legal bodies to be competent.

- The Player had just cause to terminate the Employment Contract as the Club owed him the Signing Fee in the amount of EUR 5,000.00 which was due already on 26 May 2024 and equals the amount of two and a half monthly salaries under the Employment Contract making it an essential sum. By putting the Club in default with the First Notice and granting it a fifteen-day-deadline to pay the due amount, as well as by repeating such notice on 16 and 22 July 2024, the Player acted in accordance to the provisions of Article 14bis RSTP. In addition, the Appellant's conduct towards the Player from 2 July 2024, the date the Club's Director and Head Coach informed the Player that the Club does not count on his services, consists abusive behaviour which gives the Player just cause to terminate the Employment Agreement according to Article 14 RSTP.

- Following the First Respondent's just cause to terminate the Employment Contract, the Appellant shall pay the sum awarded to the player by the Appealed Decision consisting of EUR 7,000 plus interest of 5% per annum for the outstanding renumeration and a compensation in the amount of EUR 22,000 plus interest of 5% per annum.

C. Second Respondent

33. The Second Respondent filed the following requests for relief:

"(a) Reject the Appellant's appeal in its entirety

(b) Confirm the Appealed Decision and, in particular, that the FIFA DRC was competent to deal with the dispute between the Appellant and the Player;

(c) Order the Appellant to bear all costs incurred with the present procedure; and

(d) Order the Appellant to make a contribution to FIFA's legal costs."

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

- FIFA does also consider the FIFA DRC to have been competent to decide the issue brought before it by the Player. To establish the international dimension of the dispute it argues that the Player has always been considered to be of Swedish nationality by the FFK which follows from the Player's passport issued by the FFK and their letter dated 5 December 2024, which was submitted on FIFA's request (the "FFK's Letter"). Further, the Player's TMS profile, which according to recent CAS jurisdiction enjoys a presumption of accuracy and authenticity, indicates only a Swedish nationality. Neither the reference to the Kosovar ID-card of the Player in the Employment Contract can be considered to establish a solely domestic dimension of the dispute at hand. What is more, the Employment Contract explicitly refers to the "UEFA and FIFA Statutes and Regulations (including match rules)" in its Article 1 para. 2.

- FIFA further states that the Kosovar NDRC could not be competent to hear the case. First, the Appellant failed to establish the Kosovar NDRC's compliance with the respective

FIFA Regulations, namely FIFA Circular Nr. 1010 and, in addition, the Appellant, in its "Statement of Defence" before the FIFA DRC stated that the Kosovar NDRC must be considered non-compliant with the respective FIFA Regulations if a matter of international dimension, which FIFA argues the dispute at hand to be, would be brought before it ("*Continuing, the Claimant has claimed that the local FFK Players' Status Committee (which should be the NDRC as argued above) does not comply with the FIFA Circular no. 1010 for the New NDRC Recognition Principles. This analysis would have been valid had the relationship between the parties been of international dimension* […]*",* para. 24 of the Club's Statement of Defence before the FIFA DRC, Exhibit 18 of the Second Respondent's Answer).

V. JURISDICTION, ADMISSIBILITY, APPLICABLE LAW

A. Jurisdiction

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

"*An appeal against the decision of a federation, association or sports-related body may be filed with 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.*"

35. The jurisdiction of CAS, which is not disputed, derives from Article 50 para. 1 of the FIFA Statutes as it determines that "*Appeals 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*".

36. The Parties further confirmed the jurisdiction of CAS by signing the Order of Procedure.

37. It follows that CAS has jurisdiction to decide on the present dispute.

B. Admissibility

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

"*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against*."

39. In addition, Article 50 para. 1 of the FIFA Statutes states:

"*Appeals 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*."

40. The grounds of the Appealed Decision were notified to the Parties on 21 February 2025 and the Statement of Appeal was filed on 11 March 2025, i.e. within the twenty-one days set by Article 50 para. 1 of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

41. It follows that the Appeal is admissible.

C. Applicable Law

42. The Appellant argues that the law applicable to the merits shall be Kosovar law. It puts forward that the Employment Contract contains a choice of law clause in its preamble where it refers to "*Article 2 points 1 and 2, Article 10 paragraph 2, point 2.2 and Article 11 of Law no. 03/L-212 of Labor* [sic] *as well as on the basis of Article 7 of the Regulation on the registration, status and transfer of players* […]". Further, the application of Kosovar law shall result from the lack of an international dimension in the case at hand.

43. The First Respondent and Second Respondent deem the regulations of FIFA and, in addition, Swiss law to be applicable.

44. As the CAS is an arbitrational court seated in Lausanne, Switzerland, the twelfth Chapter of the Swiss Federal Act on Private International Law (the "PILA") is applicable as per Article 176 para. 1 PILA. According to Article 187 para. 1 PILA "[t]*he arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection*".

45. It is established, that "[a]*ccording to the settled case law of the CAS the second alternative of Art. 187 (1) of the PILA never applies; this is because by agreeing on the jurisdiction of the CAS the parties are declaring – implicitly at least – that they agree with the application of the CAS Code. This in turn, however, in Art. R58 of the CAS Code, contains a conflict-of-law rule for determining the applicable law on the merits in appeal arbitration proceedings."* (HAAS, CAS Bulletin 2015/2, p. 9).

46. After the dispute at hand was submitted to the CAS and the Parties signed the Order of Procedure (see above para. 24 f.), R58 of the CAS Code is applicable to determine the law applicable to the merits.

47. Pursuant to Article R58 of the CAS Code:

> "*[t]he Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

48. The reference to the Law no. 03/L-212 of Labour of Kosovo in the preamble of the Employment Contract is made only to such provisions that regulate the general and formal requirements of an employment contract in Kosovo. For example, Article 11 of the respective law names the necessary content of an employment contract. In addition, no reference is made to the Kosovar Civil Code on which the Appellant relies in its later argumentation.

49. Therefore, the Sole Arbitrator does not consider the reference in the preamble of the Employment Contract to be a choice of law. With such result, the second variant of R58 CAS Code, namely "*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"* shall apply. As the FIFA DRC rendered the Appealed Decision, the FIFA Statutes must be considered.

50. Article 49 para. 2 of the FIFA Statutes stipulates 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.*"

51. The Sole Arbitrator will decide the present dispute primarily in accordance with the FIFA Regulations and, subsidiarily, in accordance with Swiss law in case of any lacuna in the FIFA Regulations.

52. Such conclusion is however made without a prejudice to the question regarding the international dimension of the dispute at hand, which is to be discussed in the following.

VI. MERITS

A. Overview and scope of the Appeal

53. According to Article R57 para 1 of the CAS Code, the Sole Arbitrator has "*full power to review the facts and the law*". As provided for in the CAS jurisprudence, the CAS appeals arbitration procedure thus entails a *de novo* review of the merits of the case as it is not confined to merely ruling whether the appealed decision is to be upheld or not. It is the role of the Sole Arbitrator to establish the merits of the case independently.

54. Regarding the CAS' *de novo* power, such may also heal any procedural defects that may or may not occurred before the previous deciding body (with further references CAS 2019/A/6409, Nr. 123)

55. The questions of the case at hand are whether:

(i) the dispute at hand has an international dimension and therefore the FIFA DRC was competent to hear the issue brought before it;

(ii) if so, whether the First Respondent had just cause to terminate the Employment Contract; and

(iii) if this is to be confirmed, what the consequences of such termination are.

B. The (inter)national dimension of the dispute at hand

56. The Sole Arbitrator will first examine the alleged lacking or existence of an international dimension in the dispute at hand.

57. As it is established by the facts of the case:

(i) the Player holds dual citizenship of Sweden and Kosovo, being granted the latter in 2024;

(ii) the Employment Contract does not explicitly mention the Player's nationality, but refers to its Kosovar ID-card;

(iii) the Player has represented Sweden in youth national teams and the Olympics;

(iv) the Player was never registered with the Appellant and all prior and subsequent registrations were made referring to him as a Swedish footballer.

a) The Player's nationality and the consequences for the internationality of the dispute

58. The Appellant refers to Article 22 para. 1 lit. b RSTP which reads as follows:

"*1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:*

[…]

b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by a national dispute resolution chamber (NDRC), or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties; […]"

59. Relying on CAS jurisprudence, the Appellant argues that the relevant factual criteria to be examined when determining an international dimension are (i) the nationality under which the contract is signed by the Player and (ii) the nationality under which the Player is registered with the club, the latter being secondary and in the case at hand – as no registration occurred – not considerable.

60. The First Respondent, however, refers to the Commentary on the RSTP, where the following is stated:

> "*In cases of dual nationality, the internationality of a dispute is determined according to the nationality under which a player is registered to play football for the relevant club.*
>
> *This definition has been confirmed by CAS, which has stated that the most crucial aspect to be borne in mind when considering any "foreign element" is "the player's nationality for the purpose of football". This approach has also been confirmed by the Swiss Federal Tribunal. In a recent award, CAS confirmed that when assessing sporting nationality: "[i]t is decisive to establish, first, under which nationality a player actually signs the contract, and subsequently under which nationality he registers with the club concerned".*
>
> *In summary, a dispute between a player and a club is deemed to be international whenever the player and the club are of different nationalities. If the player holds dual nationality, the dispute will be deemed to have an international dimension if the player is registered by their club under their "foreign" nationality (e.g. a Brazilian/Italian player playing for a Brazilian club is registered to play as an Italian). This is because players registered as locals as a result of their "shared" nationality with the club cannot be deemed to be international players. By the same token, the DRC has established that, for independent countries which have more than one member association of FIFA incorporated within their territory, there was no international element for players who were nationals of those countries."* (Commentary on the RSTP, p. 445).

61. With reference to the CAS jurisprudence cited by the Appellant, the First Respondent argues that the factual circumstances of the cited awards are materially different than from the case at hand and therefore the arguments on which the Appellant relies upon are taken out of context and should not be considered. The First Respondent particularly elaborated that in all CAS awards cited by the Appellant, the Players were registered as citizens of the countries, in which the clubs were based.

62. In light of the above, the Sole Arbitrator must determine which is the Player's nationality for the purposes of football.

63. The Employment Contract does not explicitly state the Player's nationality but only refers to the Player's Kosovar ID-card in its preamble and in the signature section. Further, it is also established that the Player was never registered with the Appellant.

64. While the reference to the Player's Kosovar ID-card – a document that undoubtfully indicates the nationality of its holder – can indeed serve as an indication of the Player's nationality under the Employment Contract, this alone, and particularly in light of the fact that it is the only reference to the Player's Kosovar nationality within the Employment Contract, is not sufficient to qualify the present dispute as a purely domestic matter. Rather, additional and clearer indications and/or references to the Player's Kosovar nationality or the explicit designation of such would be required.

65. Therefore, the Player's nationality cannot be solely concluded from the Employment Contract or a registration and must be established by other means.

66. The Player has played for the Swedish youth national teams and for the Swedish Olympic team. He was further registered as a Swedish player with his previous club, Klubi Futbollistik Liria ("Liria"), a club also affiliated with the FFK. The FFK has confirmed that the Player was registered with Liria as a Swedish Player in its confirmation letter dated 5 December 2024. In addition, the Player Passport issued by the FFK also indicates solely a Swedish nationality of the Player.

67. Besides the documentation of the FFK, the Player is also registered only as Swedish citizen in the TMS.

68. In light of the above and after having carefully considered and weighed all arguments and evidence brought before him, the Sole Arbitrator finds that the Player must be considered a Swedish Player and not a Kosovar Player.

69. The only indication to the Player's Kosovar nationality is the reference to his Kosovar ID-card in the preamble and the signature section of the Employment Contract. On the other site, all other evidence, especially such that is relevant in relation to his footballing activities, references exclusively his Swedish nationality. The latter cannot be outweighed by the reference to the Player's Kosovar ID-card, as such cannot even be considered an explicit mentioning of the Player's Kosovar nationality.

70. Therefore, the dispute at hand is of international nature as the Employment Contract was concluded between a Kosovar Club and a Swedish player.

b) The alleged derogation of the FIFA DRC and choice of forum in the Employment Contract

71. The Sole Arbitrator notes that pursuant to Article 22 para. 1 lit. b RSTP, it is the general rule that the FIFA DRC shall have jurisdiction over all employment-related matters between a player and a club, if – which *in casu* has been established by the above – the matter at hand is of international dimension. Such conclusion has been confirmed by the CAS jurisprudence, among other in CAS 2015/A/4333 para. 68, where the Panel found that *"*[a]*s a consequence and as confirmed by the CAS constant jurisprudence, the FIFA DRC is, under certain circumstances, competent to deal with employment-related disputes between a club and a player of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings exists at national level. This means that if an independent arbitration tribunal guaranteeing fair proceedings exists at national level, a dispute may be referred to the national body, even if it has an international dimension, provided that the parties have explicitly chosen the national body by means of an agreement acknowledging its jurisdiction (see CAS 2014/A/3864, para. 68 and CAS 2013/A/3172, para. 54)."*

72. Regarding a potential choice of forum, the Employment Contract contains the following wording in its Article 10:

"[…] *The parties can resolve disputes about the implementation of the Contract by mutual understanding, or by appealing to the judicial bodies of the FFK. The legal appeal will be made according to the Statute of this organization."*

73. For such choice of forum to be valid under the RSTP, the chosen national forum must be *"officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles."* It is therefore to be determined whether the Kosovar NDRC is compliant with the National Dispute Resolution Chamber Recognition Principles, especially FIFA Circular Nr. 1010.

74. Before proceeding to examine whether the Kosovar NDRC is compliant to the aforementioned provisions, it must be emphasized, that "*it is for the party contesting FIFA's competence to provide evidence that the national body does indeed meet these requirements foreseen in circular no. 1010.*" (Commentary on the RSTP p. 452). The burden of proof for the compliance of the Kosovar NDRC lies therefore with the Appellant.

75. For a National Dispute Resolution Chamber to be compliant, the FIFA Circular Nr. 1010 asks for "*the minimum (procedural) standard*" to be met. Such consists of (i) the principle of parity when consulting the arbitration tribunal, (ii) the right to an independent an impartial tribunal, (iii) the principle of a fair hearing, (iv) the right to contentious proceedings and (v) the principle of equal treatment.

76. In its Appeal Brief, the Appellant cites the Regulations for the Registration, Status and Transfer of Players of the FFK (the "FFK-Regulations"). However, the provisions cited by the Appellant in its Appeal Brief do not prove the compliance of the Kosovar NDRC with the respective regulations. The Appellant only concluded that the FFK established a NDRC and that the legal system of the FFK contains an appeal body. Such conclusion – even if it would be correct, which must not be decided by the Sole Arbitrator – does not prove for the criteria of the FIFA Circular Nr. 1010 to be met. That being said, the Kosovar NDRC referenced by the Appellant cannot be regarded as a NDRC as described in Article 22 para. 1 lit. b RSTP, which the Contractual Parties could have chosen as their forum.

77. In this regard – even if the Kosovar NDRC's non-compliance with the FIFA Circular Nr. 1010 is established due to the lack of evidence produced by the Appellant and the burden of proof resting on it – the Sole Arbitrator further observes that the Appellant did, in its Defence before the FIFA DRC, state the following:

"24. Continuing, the Claimant has claimed that the local FFK Players' Status Committee (which should be the NDRC as argued above) does not comply with the FIFA Circular no. 1010 for the New NDRC Recognition Principles. This analysis would have been valid had the relationship between the parties been of international dimension, and it would have served only as a derogation to the contractually agreed provisions of the lex fori, i.e. art. 10, second sentence of the Contract which provides the following: "[…]The parties can resolve disputes about the implementation of the Contract by

mutual understanding, or by appealing to the judicial bodies of the FFK. The legal appeal will be made according to the Statute of this organization."

25. Considering that the dispute between the parties is of domestic dimension, the provisions of art. 10, second sentence of the Contract are directly applicable. As argued, the non-compliance of the current NDRC with the New NDRC Recognition Principles serves only as a derogation to the contractually agreed clauses, for contracts involving a club and a foreign player, and not for contracts involving a club and a local player.

26. In other words, in front of an employment contract of international dimension which contains an agreed contractual clause which attributes the jurisdiction of a national court over disputes between the contracting parties, and if the foreign player can argue that the national court does not have the sufficient attributes for solving the dispute, in virtue of art. 22, lit. b of the RSTP, then, the jurisdiction of FIFA FT shall be by default. Otherwise, if the employment contract has a domestic dimension, as it is our case, the national court shall be competent.

27. As a consequence of the above, the present dispute should not be tried by the DRC, but, by the legal bodies of the FFK, with the Kosovar legislation being the applicable law for solving the dispute."

78. From this statement, the FIFA DRC concluded that:

"*61. In addition to the above, the Respondent itself recognised that the NDRC would not be compliant with the Circular 1010 in case the dispute was to be considered international (quote verbatim "this analysis would have been valid had the relationship between the parties been of international dimension"). Therefore, the argument is moot as the dispute is indeed international contrary to what was alleged by the Respondent.*

62. In other words, the Chamber considered that as the Respondent itself – as it is also evident from its request for relief – makes its second argument (the competence of the NDRC on the basis of Clause 10 of the Contract) completely dependent on the first (the alleged domestic nature of the dispute), the second issue is entirely absorbed in the first."

79. The Appellant argues that such conclusion is a "*misusing*" of its argument. However, and – as the Appellant's failure to establish the Kosovar NDRC's compliance has already been established – without deciding if the Appellants statement in its Defence before the FIFA DRC indeed is an acknowledgement of the Kosovar NDRC's non-compliance in international cases, the Sole Arbitrator notes that such conclusion by the FIFA DRC is not a misuse as argued by the Appellant. The FIFA DRC's conclusion can be drawn from the wording of the Appellant's argument, meaning that the international dimension of a dispute would already disqualify a potential contractual clause which gives jurisdiction to the Kosovar NDRC.

80. Following the above, the examination of the remaining conditions of Article 22 para. 1 lit. b RSTP, namely the formal requirements of the respective contractual clause, can be dispensed with.

c) Conclusion

81. In conclusion, the Sole Arbitrator finds that

    i) the dispute at hand is of international dimension; and

    ii) the Appellant failed to prove that the Kosovar NDRC is compliant with the FIFA Circular Nr. 1010.

82. Therefore, the Appeal is dismissed in this regard.

C. The rightfulness of the termination

83. In view of the above, it must now be determined whether the Player has terminated the Employment Contract for just cause according to Article 14 f. RSTP.

84. As the Player terminated the Employment Contract for outstanding payments it shall first be examined whether the Player acted in accordance with Article 14bis RSTP.

85. Article 14bis para. 1 RSTP reads as follows:

> "*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.*"

86. In the Commentary to the RSTP, it is stated that "*Article 14bis refers to unpaid and outstanding salaries.*" (Commentary on the RSTP, p. 150).

87. Under the Employment Contract, the Player was entitled to a monthly salary of EUR 2,000 and the Signing Fee amounting EUR 5,000 (Employment Contract, Article 3). As the Employment Contract stipulates that the "[f]*inancial relations"* of the parties commence on 1 July 2024 and the Employment Contract was terminated on 26 July 2024 (the "Termination Date"), no monthly salary was due at the Termination Date.

88. This said, the Sole Arbitrator finds that Article 14bis RSTP is not applicable in the case at hand as the only contractually owed payment potentially due at the Termination Date would be the Signing Fee. Such conclusion has also been drawn by the FIFA DRC.

89. Notwithstanding the just said, the Commentary on the RSTP further states "[…] *that this does not imply that delayed payment of other forms of (frequent, non-conditional) remuneration cannot amount to just cause for a player to terminate their contract prematurely. A player invoking other outstanding remuneration to terminate their contract may still have just cause. The pertinent circumstances will have to be assessed against the general definition of what constitutes a just cause in accordance with the*

terms of article 14, along with the relevant general criteria set out in jurisprudence and described above. Particular attention should be paid to factors such as whether the outstanding amount is significant (i.e. that it is neither negligible nor totally subordinated), the extent of the delay, the general attitude of the parties in the specific case and other relevant factors." (Commentary on the RSTP, p. 150 f.).

90. It must now be examined, whether the Signing Fee was due at the time, the Player sent the First Notice to the Appellant by which he asked *inter alia* for the Signing Fee to be paid within fifteen (15) days. If the Sole Arbitrator finds the Signing Fee to have been due at the date, the First Notice was sent, the criteria of Article 14 RSTP will be examined to determine whether there was just cause for the player to terminate the Employment Contract.

a) When was the Signing Fee due?

91. In its Appel Brief, the Appellant argues that the Signing Fee is an obligation without time of performance. As such and pursuant to the rule stipulated in Article 75 Swiss Code of Obligations (the "CO") – and Kosovar law, which, as described above (see para. 48 ff.), is not applicable at the case at hand – the Signing Fee has only become due on 11 July 2024, i.e. the day after the First Notice has been sent, and outstanding one day later, i.e. 12 July 2024.

92. The First Respondent however, argues that the Appellant's reliance on Article 75 CO and the conclusion it draws thereof "*constitutes a misreading of the provision"* and that the provision should not be applicable regarding the Signing Fee as the time of performance is agreed upon in the Employment Contract, where it says that the Club has to pay the Player "*EUR 5,000 in the name of signing the contract for the first year*" and that according to the CAS jurisprudence the entitlement to a signing fee arises on the day the respective contract was signed.

93. In CAS 2010/A/2049 para. 15, the Sole Arbitrator stipulated that "[t]*he signing fee is a contractual obligation and is not performance-related (unlike premiums or bonuses which necessarily are dependent on a player's performance)*". Further and with reference to the just cited decision, the CAS decided in CAS 2016/A/4704 para. 86 ff. the following:

"*The Employment Contract (Art 10.1.) provides that the "siganature [sic] fee for [the Player] in 2014 is:50.000 USD (net)*

[…]

This corresponds to the fact that the Club obtained the federative/transfer rights of the Player at that moment when the Player and the Club signed/concluded the Employment Contract.

In the case at hand, the Employment Contract has not only be concluded, but has even started to be executed (as of the date of the first training session on 27 February 2015 at the latest).

Therefore, in lack of any deviating agreement between the parties, upon conclusion of the Employment Contract, the Player's claim to the signing fee of USD 50,000 came into existence; the amount of the signing fee is, therefore, due to the Player, independently on the duration of the contractual relationship. Whether or not the Player waived his right to receive the signing fee is a separate legal issue that will be dealt with below."

94. Further, the provision of Article 75 CO, on which the Appellant relies, contains a general rule that an obligation is due immediately, if there is no contractual clause that says otherwise or such other due date results from the nature of the agreement (BSK OR I-SCHROETER, Nr. 5 to Art. 75). Under Swiss law, for an obligation "to be due" means that the creditor of such obligation can demand fulfilment and that the debtor must fulfil the respective claim (ATF 129 III 534 E. 3.2.1). In such case, i.e. where there is no contractual provision regulating the due date of an obligation, the Swiss Federal Court decided that such lacuna results in a presumption of the obligation being due immediately (ATF 129 III 534 a.a.O.).

95. Regarding the Employment Contract, it must be asked whether its Article 2 defines a due date for the Signing Fee by saying that "[f]*inancial relations with the club start from the new football season, from 01.07.2024*" or if already the agreement regarding the Signing Fee "*in the name of signing the contract for the first year*" and the nature of a signing fee as defined by CAS jurisprudence result in the Signing Fee to have been due already on the Signing Date.

96. The Sole Arbitrator notes that this question must not be examined in detail. Either way – whether the Signing Date or the beginning of the financial relations on 1 July 2024 are considered to be the contractually agreed upon due date of the Signing Fee, such date occurred before the day, on which the First Notice was sent to the Club. Further and even if it would be found that no due date was agreed upon at all, the general rule of Article 75 CO would apply resulting in the right of the Player to demand the payment of the Signing Fee to be performed immediately (see above para. 94).

97. In light of the above, the Sole Arbitrator concludes that – without having to finally and bindingly rule on the conclusion of a due date for the Signing Fee – such was due by the time the Player sent his First Notice.

b) Did the Player have just cause to terminate the Employment Contract?

98. After having established that the Signing Fee was due before the First Notice was sent to the Appellant, it must now be examined, whether the non-payment of the Signing Fee constituted just cause under Article 14 RSTP for the player to terminate the Employment Agreement.

99. Article 14 para. 1 RSTP reads as follows:

"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."

100. While neither the RSTP nor the Commentary provide for a definition on just cause, it is however declared, that such termination may only be considered as *ultima ratio,* as the Commentary states on p. 129:

"The Regulations do not provide a definition, nor a defined list of what would generally be considered a just cause. It is impossible to capture all potential conduct that might be considered just cause for the premature and unilateral termination of a contract. However, over the years, jurisprudence has established several criteria that define, in abstract terms, which combinations of circumstances should be considered just causes.

[…]

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

101. In addition, according to Swiss case law, whether there is "just cause" (motif légitime) to terminate a contract must be determined based on a comprehensive evaluation of all circumstances specific to the case (ATF 108 II 444, 446; ATF, 2 February 2001). Particular weight is given to the type and seriousness of the contractual breach at issue.

102. In cases involving less serious breaches, Swiss law recognises that immediate termination may still be warranted, but only if the misconduct continues despite a prior formal warning (ATF 130 III 213, para. 3.1, p. 221). It is important to note that the severity of the breach alone does not automatically justify dismissal for cause. The decisive factor is whether the circumstances underlying the termination have fundamentally broken the mutual trust essential to the employment relationship (see ATF 130 III 213, para. 3.1, p. 221; ATF 127 III 153, para. 1c, p. 157 et seq.).

103. This said, the reason for the Player's termination being the unpaid Signing Fee, it must be examined whether this constitutes just cause under Article 14 para. 1 RSTP. In this regard, the Commentary on p. 153 reads as follows:

"The DRC held that, notwithstanding the non-applicability of article 14bis, the persistent non-payment of not insubstantial amounts, in particular salaries, was just cause for the player to terminate the contract. In that case, an amount equivalent to almost three months' salary was overdue.

[…]

Alternatively, where less than two monthly salary payments are due but other outstanding remuneration (e.g. sign-on fee or bonuses) are also due, and the total outstanding amount

exceeds two monthly salaries, the DRC has held that although the article 14bis threshold was not explicitly met, the player had just cause to terminate pursuant to article 14."

104. It is undisputed that the Signing Fee was never paid. Further it is established by the evidence at hand that the Player sent his First Notice on 10 July 2024 by which he demanded the Signing Fee to be paid within fifteen (15) days. He then sent the Second Notice on 16 July 2024 and the Final Notice on 22 July 2024. After the initial fifteen-day-timeline ended on 25 July 2024 and no payment was made, the Player terminated the Employment Contract on 26 July 2024.

105. In the Employment Contract, the Contractual Parties agreed upon a monthly salary amounting EUR 2,000. The Signing Fee amounting EUR 5,000 equals two and a half monthly salaries.

c) Conclusion

106. To conclude, the Sole Arbitrator finds that

(i) the Signing Fee was due at the time, the Player sent his First Notice; and

(ii) the Player had just cause under Art. 14 para. 1 RSTP to terminate the Employment Contract.

107. In the light of the principle of procedural economy, the Sole Arbitrator will not examine whether the Appellant's behaviour towards the Player would have consisted just cause under Article 14 para. 1 RSTP.

d) Salary due after the Termination

108. Besides the Signing Fee, and after having established the rightfulness of the termination of the Employment Contract, the Player is also entitled to the salary for the month of July 2024, which must be calculated on a *pro rata temporis* base as the Employment Contract was terminated on 26 July 2024. The amount owed to the player under the title of the salary therefore amounts to EUR 1,677.42.

109. In conclusion, the player is entitled to EUR 6,677.42 under the title of overdue payments.

e) Default interest on the Signing Fee

110. In the Appealed Decision, the FIFA DRC determined that the default interest amounting 5% *per annum* on the Signing Fee shall be calculated starting from 27 May 2024. Such finding would be correct, if the Contractual Parties had determined in the Employment Contract, that the payment of the Signing Fee shall be executed on the Signing Date.

111. Under Swiss law, the debtor of a pecuniary debt must pay interest amounting 5% *per annum* as of the moment, he is put in default (Art. 104 para. 1 CO). As established above (see para. 91 ff.), the Signing Fee was due no later than on 1 July 2024. However, as no deadline for performance of the obligation is defined by the Contractual Parties, but only

that a signing fee is owed and that the "[f]*inancial relations*" start on 1 July 2024 as well as neither the contractual provisions nor any objective criteria allow the precise determination of a specific performance date (*see* ATF 4C.241/2004, para. 4.1) the Player – being the creditor of the Signing Fee – must have put the Appellant in default by formal reminder (*Mahnung*) as per Art. 102 para. 1 CO to be entitled to a default interest.

112. As it is established by the facts of the case, the Player put the Club in default with the First Notice sent on 10 July 2024. This said, the default interest is owed starting from 11 July 2024, as this is the day after the Appellant was notified to be in default by the First Respondent (BSK OR I-WIDMER LÜCHINGER/WIEGAND, N 3 to Art. 104).

D. Compensation

113. First it shall be clarified that the Commentary deems the provision of Article 17 para 1 RSTP applicable in cases, where a party terminates the respective contract *with* just cause (Commentary, p. 169 f.):

"*Although the title of article 17 suggests that this provision only addresses the consequences of a contract termination without just cause, its scope of application goes further.*

More broadly, article 17 governs the consequences of a breach of contract. 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.

The consequences defined in article 17 are potentially twofold: the party in breach may be liable to pay financial compensation and, in addition, FIFA may impose sporting sanctions on that same party."

114. Therefore, in the light of the abovementioned, the Appellant shall compensate the First Respondent according to Article 17 para. 1 RSTP, which states that:

"In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive 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 taking into account the damage suffered, according to the "positive interest" principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.

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

[…]

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 terminated early (the "Mitigated Compensation"). […]"

115. This said, the compensation calculated based on Article 17 para. 1 RSTP presents as follows:

116. Firstly, to determine the residual value of the Employment Contract, its Article 3 must be considered.

117. This Article provides that the Club will pay the following amounts "[a] *monthly salary of EUR 2000 and 10 salaries will be received for a calendar year*" (Article 3 cipher 1) and "*EUR 5,000 in the name of signing the contract for the first year (the first year starts on 01.07.2024 until 30.06.2025)*" (Article 3 cipher 2), *id est* a total amount of EUR 25,000.

118. As a result, the residual value estimates at a total of EUR 18,322.58 based on the following numbers:

i. The *pro rata temporis* calculated salary for the remaining days of July 2024 of EUR 322.58;

ii. The nine remaining monthly salaries according to Article 3 of the Employment Contract of EUR 2,000 each;

119. Secondly, as the Player signed a new contract with Malisheva as of 13 August 2024 until 30 June 2027 the aforementioned sum shall be mitigated according to Article 17 para. 1 ii. RSTP by the amount the Player has earned under the Malisheva Contract.

120. According to Article 8 of the Malisheva Contract, the Player is entitled to a monthly salary in the amount of EUR 500. The above calculated compensation must therefore be reduced by the total amount of EUR 5,306.45, consisting of the *pro rata temporis* calculated monthly salary for August 2024 and the ten (10) monthly salaries form September 2024 until the End of June 2025.

121. Therefore, the total amount of the Mitigated Compensation amounts to EUR 13,016.13.

122. In addition to that, the FIFA DRC also awarded an Additional Compensation as per Article 17 para. 1 ii., which reads as follows:

"[…] *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.*"

123. In this regard, the Commentary stipulates on p. 201 the following:

"*In its jurisprudence to date, the DRC has regularly awarded "additional compensation" amounting to three monthly salary payments where players have terminated their contracts prematurely with just cause due to overdue payables. It must be highlighted that the prerequisite of "termination due to overdue payables" is essential for the entitlement to the additional compensation: "(…) the Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables.*[…]"

124. Having established this, the Sole Arbitrator finds that the Additional Compensation of three monthly salaries, i.e. in the total amount of EUR 6'000.00 is in line with the established practice and case law and therefore was rightfully awarded to the Player. The total compensation consisting of the Mitigated Compensation and the Additional Compensation amounts therefore to EUR 19,016.13.

125. However, as Article 17 para. 1 ii. last sentence stipulates a maximum amount of the compensation corresponding to the rest value of the prematurely terminated amount, the maximum of the compensation cannot exceed the amount of EUR 18,322.58.

126. The aforementioned provision concerns only the compensation as per Article 17 RSTP. The argument of the Appellant, that the FIFA DRC violated the provision of Article 17 para. 1 lit. b last sentence RSTP by awarding an amount consisting of the compensation and the overdue payables that exceeds the rest value of the Employment Contract, is therefore moot, as the two sums were awarded under different titles of which only the amount of the compensation is capped by Article 17 para. 1 ii. last sentence.

127. The Sole Arbitrator therefore concludes that the First Respondent is entitled to a sum amounting EUR 18,322.58.

E. Final Conclusion

128. The Sole Arbitrator concludes the following:

i. The Appeal is partially upheld.

ii. The Appellant is required to pay the outstanding amounts of EUR 6'677.42 and a compensation of EUR 18,322.58 to the First Respondent.

VII. COSTS

(…)

*****

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Klubi Futbollit Llapi 1932 on 11 March 2025 against the decision rendered on 31 January 2025 by the FIFA Dispute Resolution Chamber is partially upheld.

2. The decision rendered by the FIFA Dispute Resolution Chamber on 31 January 2025 is confirmed, except for paragraph 3 of the operative part, which is amended as follows:

   The Respondent, KF Llapi 1932, must pay to the Claimant the following amount(s):

   *- **EUR 6'677.42 as outstanding remuneration** plus 5% interest as follows:*

   - 5% interest p.a. over the amount of EUR 5,000 as from 11 July 2024 until the date of effective payment;

   - 5% interest p.a. over the amount of EUR 1'677.42 as from 27 July 2024 until the date of effective payment.

   *- **EUR 18,322.58 as compensation for breach of contract** plus 5% interest p.a. as from 27 July 2024 until the date of effective payment.*

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 10 December 2025

THE COURT OF ARBITRATION FOR SPORT

Dr. Marco Balmelli, Attorney-at-Law
Sole Arbitrator