CAS 2025/A/11120 Al-Faisaly SC v. Ahmad Madanieh & Al-Riffa SC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. James Kitching, Attorney-at-Law, Adelaide, Australia

in the arbitration between

Al-Faisaly Sport Club, Amman, Jordan

Represented by Mr. Emad Hanayneh, Amman, Jordan, and Mr. Juan de Dios Crespo Pérez, Ruiz-Huerta & Crespo Abogados, Valencia, Spain

- Appellant -

and

Ahmad Madanieh, Syria

Represented by Mr. Nader Jalal Alawahdi and Mr. Abdulrahman Ahmed Ebrahim, Manama, Bahrain

- First Respondent -

Al-Riffa Sport Club, West Riffa, Bahrain

- Second Respondent -

I. PARTIES

1. Al-Faisaly Sport Club (the "Appellant") is a football club based in Amman, Jordan, affiliated with the Jordan Football Association ("JFA"), which is in turn affiliated with the Asian Football Confederation ("AFC") and FIFA.

2. Ahmad Madanieh (the "First Respondent") is a Syrian football player.

3. Al-Riffa Sport Club (the "Second Respondent") is a football club based in West Riffa, Bahrain, affiliated with the Bahrain Football Association which is in turn affiliated with the AFC and FIFA.

4. The Appellant, the First Respondent, and the Second Respondent are jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

5. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced in these proceedings. Additional facts and allegations found in the Parties' written and oral submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. The Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings. However, he refers in this Award only to the submissions and evidence necessary to explain his reasoning.

A. Background Facts

6. On 23 February 2024, the Appellant and First Respondent concluded an employment contract for the term 23 February 2024 until "*the end of the football season 2024/2025*" ("Contract").

7. Pursuant to the information provided in the FIFA Transfer Matching System and on the FIFA website, the JFA indicated that its 2023/24 season concluded on 30 May 2024 and that its 2024/2025 season concluded on 31 May 2025.

8. The Contract relevantly stated (translation from Arabic):

"21. The value of the contract is thirty thousand US dollars ($30,000), for the football season 2023/2024 (second half), distributed as follows:

> *a. The club shall pay the player an amount of ($10,000) ten thousand US dollars as a contract advance upon the player's arrival in Jordan and the player's international transfer card arrives and he is registered on the Al-Faisaly Club's lists with the Jordanian Football Association.*

> > *b. The remaining value of the contract, amounting to ($20,000) twenty thousand US dollars shall be distributed as monthly salaries from the beginning of the contract until the end of the 2023/2024 football season.*
>
> *22. The value of the contract amounting to ($60,000) Sixty thousand USD dollars for the football season 2024/2025, divided as follow:*
>
> > *a. The club will pay the player an amount of ($20,000) twenty thousand USD, to be paid Beginning of the season as advance paid the contract and it will be deducted from the total value of the contract.*
> >
> > *b. The rest of the value of the contract ($40,000) Forty thousand USD, distributed as monthly salaries until the end of the football season 2024/2025.*
>
> *[…]*
>
> *24. If the first party (Club) terminates the contract with the second party (player), the club shall pay a penalty clause amounting to 25% of the financial value of the contract for one season.*
>
> *[…]*
>
> *26. The club undertakes to secure suitable accommodation for the player.*
>
> *27. The club undertakes to secure a private car for the player."*

9. It is undisputed that the Appellant paid the amount of USD 10,000 to the First Respondent in accordance with Article 21(a) of the Contract.

10. On 12 May 2024, the First Respondent's representative sent a default notice to the Appellant (**Default Notice**) which relevantly stated:

> *"It has come to our attention that there have been delays in the payment of Mr. Ahmad Madanieh wages for the past two months according to Article 21, paragraph B of the contract in the amount of twenty thousand (20000) US dollars, in addition to the failure to provide a car for the player according to the terms of the contract. As per the terms outlined in the contract and in accordance with FIFA regulations, we hereby request the settlement of all overdue accrued salary payments as well as the provision of a private car to the player with compensation in the amount of USD 2960 for the past three months in which the club has not committed to provide a private car to the player within the next 15 days.*
>
> *Failure to comply with this request will leave us with no choice but to initiate the termination of the contract with just cause according to FIFA regulations with immediate effect. Additionally, we will be compelled to take legal action to ensure the protection of Mr. Ahmad Madanieh rights as per FIFA regulations…".*

11. On 16 May 2024, the Appellant responded to the First Respondent's representative:

"Please note that the player Mr. Ahmad Madanieh received his salary yesterday dated 15/May/2024 and will send the proof of payment soon, Regarding the suitable car the club will provide it as soon as possible according to the contract".

12. On 18 May 2024, the Appellant wrote to the First Respondent's representative:

"Please note that Mr. Ahmad Madanieh refused to receive his salary".

13. On 19 May 2024, the First Respondent responded:

"We refer to the recent communication from our client. Mr. Ahmad Madanieh, in which he has conveyed that the club has proposed to remunerate him with only 75% of one month's salary. This offer is contrary to the demands stipulated in our letter dated May 12, 2024.

We must reiterate that non-compliance with the aforementioned demands will necessitate the termination of the contract with just cause, as per the regulations set forth by FIFA. Moreover, we shall be obliged to pursue legal action to safeguard the rights of Mr. Ahmad Madanieh in accordance with FIFA's regulatory framework".

14. On 25 May 2024, the Appellant played its final match of the 2023/24 season.

15. On 26 May 2024, the Appellant responded to the First Respondent's representative:

"We refer to the recent communication from your client, Mr. Ahmad Madanieh, regarding his salary payments. We wish to inform you that the salaries for Mr. Ahmad Madanieh totaling $20,000 USD are ready and available at the club.

We request that you kindly inform Mr. Ahmad Madanieh to come to the club to receive his salaries. Please note that the club has made several attempts to disburse these payments, but they have been refused on multiple occasions by Mr. Ahmad Madanieh.

Additionally, stating an amount of $2,960 USD for the past three months related to the club's non-commitment to provide a private car to the player. We request a detailed explanation of how this amount was calculated".

16. On 28 May 2024, the First Respondent's representative wrote to the Appellant regarding a purported settlement agreement between the Parties:

"I am writing to formally confirm the terms of the settlement agreement reached regarding the outstanding salary payments due to our client, Mr. Ahmad Madanieh. As per your recent discussions with our client, the club has agreed to remit the sum of $20,000 representing unpaid salary arrears.

Additionally, the club has consented to pay $1,700 as compensation for the car that was contractually obligated to be provided to our client. In total, the club is to disburse $21,700 to our client.

Please transfer the total amount to the following bank account: […]

We kindly ask that these payments be made immediately and mutually terminate the contract as agreed by the club with our client to avoid any further inconvenience".

17. On 29 May 2024, the Appellant requested the First Respondent's representative to direct all communications to its newly appointed representative.

18. On 29 May 2024, the Appellant's representative wrote to the First Respondent's representative (free translation from Arabic):

"With reference to your letters below, we would like to clarify the following:

1. We would like to inform you that my client, Al-Faisaly Club of Jordan, has not received any document indicating that the player has authorized you in this dispute fabricated by the player.

2. The player, Ahmed Madania, has refused to receive his salary from the club.

3. The club is committed to the contract with the player and is interested in his services until the end of the contract period.

4. As per your request below, the club committed to paying the player his dues as per your request on May 12, 2024. However, the player refused to receive them, as you know. In any case, if the player wishes to have his salary deposited into his personal bank account, the contract specifies the account number for the player, as per the contract terms, which is the "Banque Saudi Fransi", however, the account and bank information is incomplete. We request that you complete the information..."

19. On 29 May 2024, the First Respondent's representative sent a termination notice to the Appellant as follows:

"[…] I am writing on behalf of our client, Mr. Ahmad Madanieh, to formally inform you that the contract between Al-Faisaly Sport Club and Mr. Ahmad Madanieh is hereby terminated for cause, effective immediately.

Despite the terms clearly outlined in the contract and the warning letter sent to your club on May 12, 2024, your club has failed to comply with its obligations. Specifically, your club has not paid the agreed-upon salaries to our client and has breached some of the contract terms such as failing to provide the necessary car for the player as stipulated in the agreement.

Pursuant to FIFA regulations, a 15-day period was provided for your club to rectify these issues. This period has now lapsed without any remedial action from your side. Consequently, our client has no alternative but to seek enforcement of his rights through appropriate legal channels".

20. On 2 June 2024, the First Respondent filed a claim before FIFA. The Appellant subsequently filed a counterclaim.

21. On 27 June 2024, the First Respondent signed an employment contract with the Second Respondent for the term 1 August 2024 to 31 May 2025 ("Second Contract"). The total contract value was USD 60,000.

22. On 18 October 2024, the Dispute Resolution Chamber of the FIFA Football Tribunal ("FIFA DRC") rendered its decision with reference number FPSD-14829 in favour of the First Respondent ("Decision").

23. On 17 December 2024, the FIFA DRC notified the grounds of its Decision. It relevantly held:

"33. The Chamber noted that the Claimant claims not having received his remuneration for the 2023-2024 season, corresponding to USD 20,000. Furthermore, the Chamber noted that the Claimant has provided written evidence of having put the Respondent in default on 12 May 2024, i.e., at least 15 days before unilaterally terminating the Contract on 29 May 2024.

34. The Chamber also noted that in the case at hand the Respondent bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties. Nonetheless, the evidence provided by the Respondent does not prove the payment of the amounts claimed as outstanding by the Claimant. In fact, the Chamber held that the Respondent's argumentation regarding the Claimant's correspondence dated 28 May 2024 should not be considered given that the deadline of 15 days in the default notice dated 12 May 2024 had already expired.

35. Thus, the Chamber concluded that the Claimant had a just cause to unilaterally terminate the Contract, based on art. 14bis of the Regulations.

36. With respect to the Respondent's counterclaim, the Chamber rejected it in light of the above conclusions."

24. The FIFA DRC relevantly decided:

"1. The claim of the Claimant, Ahmad Madanieh, is accepted.

2. The counterclaim of the Respondent, Al Faisaly, is rejected.

3. The Respondent must pay to the Claimant the following amounts:

- USD 20,000 as outstanding remuneration plus 5% interest p.a. as from 29 May 2024 until the date of effective payment; and

- USD 60,000 as compensation for breach of contract plus 5% interest p.a. as from 29 May 2024 until the date of effective payment."

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 6 January 2025, the Appellant filed a statement of Appeal with the Court of Arbitration for Sport ("CAS") pursuant to Articles R47 and R48 of the Code of Sports-related Arbitration (the "Code").

26. On 27 January 2025, the Appellant submitted its Appeal Brief.

27. On 3 February 2025, the Appellant filed a request for Legal Aid.

28. On 14 February 2025, the CAS Court Office confirmed the request for Legal Aid and suspended the deadline for the Appellant to pay its advance of costs pending the decision on its request.

29. On 16 February 2025, the First Respondent submitted its Answer.

30. On 18 February 2025, the CAS Court Office noted that the Second Respondent had not submitted an Answer and warned that, should it fail to comply with a new deadline of 21 February 2025, relevant procedural consequences would apply.

31. On 9 May 2025, an Order on Request for Legal Aid was issued. The request was denied.

32. On 13 May 2025, the CAS Court Office confirmed that the Second Respondent failed to submit an Answer.

33. On 13 May 2025, the CAS Finance Director noted that the Respondents had not paid their share of costs and invited the Appellant to pay the total of the advance of costs by 27 May 2025.

34. On 19 May 2025, the Appellant requested to pay the advance of costs in four (4) instalments.

35. On 19 May 2025, the CAS Finance Director partially granted an extension of the deadline to pay the advance of costs and directed the Appellant to pay the advance of costs in two (2) instalments, due 27 May 2025 and 27 June 2025.

36. On 10 July 2025, following several rounds of correspondence and requests for proof of payment, the CAS Court Office confirmed that the Appellant had paid the advance of costs within the applicable time limits.

37. On 10 July 2025, the First Respondent objected and requested that the appeal be deemed withdrawn and/or be submitted for adjudication upon the appointment of a Panel.

38. On 11 July 2025, the CAS Court Office advised *inter alia* that pursuant to Article R64.2 of the Code "*the management of the advance of costs is an administrative matter dealt with by the CAS Court Office*".

39. On 11 July 2025, the First Respondent repeated his objection.

40. On 11 July 2025, the CAS Court Office referred to its previous correspondence, reiterated that "*the management and control of the advance on costs is strictly an administrative matter under the exclusive competence of the CAS Court Office…*", and confirmed that the advance of costs had been paid within the applicable time limits.

41. On 14 July 2025, the First Respondent (on a third occasion) stated his objection.

42. On 14 July 2025, the CAS Court Office repeated its previous remarks and noted "…*in accordance with the applicable procedural framework, time limits are deemed to be respected when communications are sent before midnight local time at the domicile of the concerned party or, where applicable, at the domicile of their main legal representative, on the final day of the respective deadline. Mutatis mutandis and when applied to payments, this principle entails that any such payment is considered timely if the corresponding banking transaction is duly initiated within the applicable deadline, according to the local time of the party responsible for the payment.*"

43. On 14 July 2025, the First Respondent (on a fourth occasion) stated his objection and submitted that the matter "*must properly be decided by the Panel.*".

44. On 15 July 2025, the CAS Court Office repeated its previous remarks and noted "…*the parties are reminded that the constitution of the Panel is contingent upon the valid payment of the advance on costs (cf. Art. R40.3 of the CAS Code). Accordingly, any request for the Panel to issue a ruling on this matter necessarily would presuppose that such payment has been duly made*."

45. On 11 August 2025, the CAS Court Office confirmed the appointment of the Sole Arbitrator.

46. On 11 August 2025, the First Respondent (on a fifth occasion) stated his objection.

47. On 12 August 2025, the Sole Arbitrator:

- pursuant to Article R56 of the Code, requested the First Respondent to provide a copy of the Second Contract by 19 August 2025; and

- refused to entertain the objection of the First Respondent. The Sole Arbitrator advised the Parties that pursuant to Article R64.2 paragraph 3 of the Code, "*the management of the advance of costs is an administrative issue which is dealt with by the CAS Court Office.*" Accordingly, questions relating to the timeliness of payment and its administrative handling fall outside the competence of the Sole Arbitrator. As per CAS jurisprudence, the advance of costs is an administrative issue which is dealt with by the CAS Court Office and the deadline fixed by the CAS Court Office is only an indicative delay, and not a mandatory time limit. It cannot be invoked by a party to request that an appeal be considered as inadmissible (cf. CAS 2010/A/2144, CAS 2010/A/2170 & 2171 and CAS 2017/A/5219).

48. On 17 August 2025, the First Respondent provided the Second Contract and an unsolicited submission with respect to its viability to the proceedings.

49. On 20 August 2025, the CAS Court Office requested the Appellant and Second Respondent to comment on the correspondence and Second Contract received from the First Respondent by 27 August 2025.

50. On 20 August 2025, the Appellant objected to the unsolicited submission of the First Respondent. No comment was made regarding the Second Contract itself.

51. On 22 August 2025, the First Respondent responded to the Appellant's objection.

52. On 25 August 2025, the Appellant clarified its objection.

53. On 9 September 2025, the CAS Court Office confirmed that a hearing would be held via videoconference.

54. On 2 October 2025, the CAS Court Office confirmed that a hearing would be held via videoconference on 27 November 2025 at 09:30 (CET).

55. On 9 October 2025, the First Respondent confirmed its attendees at the hearing.

56. On 15 October 2025, the Appellant confirmed its attendees at the hearing.

57. On 24 October 2025, the First Respondent contended that the time limit for submission of the list of attendees was 9 October 2025 and subsequently objected *"to the participation or attendance of any individual on behalf of the Appellant whose name was not duly submitted within the prescribed deadline.*"

58. On 27 October 2025, the CAS Court Office advised that the Sole Arbitrator provide his instructions on the procedural request of the First Respondent at the hearing.

59. On 27 November 2025, the hearing was held virtually. In addition to the Sole Arbitrator, Mr. Andres Redondo Oshur, CAS Counsel, and Mr. Ayodeji Ayeleru (an intern working with the Sole Arbitrator attending as an observer with the permission of the Parties), the following persons attended the hearing:

For the Appellant:

Mr. Emad Hanayneh, legal counsel;
Mr. Juan de Dios Crespo Perez, legal counsel;
Ms. Naia Hanayneh, legal intern;
Mr. Tomas Rey, legal intern;
Ms. Mariela Martinez, legal intern;

For the First Respondent:

Mr. Nader Al-Awadhi, legal counsel;

Mr. AbdulRahman Ahmed Ebrahim, legal counsel;
Mr. Ahmad BaMasoud, legal counsel;

For the Second Respondent:

No attendance.

60. At the outset of the hearing, the Parties confirmed that they had no objection or comments as to the constitution and composition of the Sole Arbitrator. The Sole Arbitrator subsequently notified the Parties of his decision to reject the procedural request of the First Respondent; notwithstanding the late notification by the Appellant of its list of attendees, this was an administrative deadline administered by the CAS Court Office for efficiency reasons as opposed to a strict deadline with subsequent legal consequences codified within the Code. In any event, denying the Appellant's representatives access to the hearing would be a clear violation of the Appellant's right to be heard.

61. At the conclusion of the hearing, the Parties confirmed that they did not have any objections to the procedure conducted by the Sole Arbitrator and that their right to be heard had been fully respected.

62. On 28 November 2025, in accordance with Article R44.1 of the Code, the Parties were invited to provide their written position as to the relevance of the Second Contract, in view of the contents of Article 17.1 of the FIFA Regulations on the Status and Transfer of Players (**FIFA RSTP**).

63. On 2 December 2025, the Appellant provided its position.

64. On 3 December 2025, the First Respondent provided its position.

IV. SUBMISSIONS OF THE PARTIES

A. The Appellant's submissions

65. The Appellant's submissions, made in writing and during the oral hearing, are summarised as follows:

- the First Respondent terminated the Contract <u>without</u> just cause. On the date that the Default Notice was issued, the outstanding salaries owed to the First Respondent did not amount to "*at least two monthly salaries*" as required by Article 14bis (1) of the FIFA RSTP;

- pursuant to Article 18.1 of the Swiss Code of Obligations ("SCO"), the wording of the Contract "*cannot be understood in any other way*" than that the amount of USD 20,000 be evenly split across the months that fall within the validity of the Contract. The February salary must be calculated on a *pro-rata* basis. The vehicle that the

Appellant was obliged to provide to the First Respondent was valued at USD 1,700 (for the 2023/24 season) and should be added to the USD 20,000 amount;

- as no due date for monthly payment is set out in the Contract, Article 323.1 of the SCO applies: "*the salary is paid to the employee at the end of each month*". On the date of the Default Notice (12 May 2024), the salaries for February 2024, March 2024, and April 2024 were due. The due date for May 2024 had not arisen;

- the USD 10,000 amount already paid to the First Respondent must be included in the calculation on a *pro rata* basis considering the wording of Article 14bis (ii). Even if that amount is considered a contractual bonus, it should be calculated as part of the salary as set out in CAS jurisprudence (CAS 2020/A/7262). As such, the total value of the Contract for the 2023/24 season is USD 31,700, and the monthly value is USD 9,813.24. Therefore "*two monthly salaries*" within the meaning of Article 14bis (1) amounts to USD 19,626.48, which is significantly higher than the amount owed at the time of the Default Notice. In this respect, the Default Notice did not fulfil the conditions of Article 14bis (i) of the FIFA RSTP and the First Respondent terminated the Contract without just cause;

- in the alternative, the Default Notice was invalid as the First Respondent never provided the Appellant with a power of attorney authorising his representative to act on his behalf;

- in the alternative, the Appellant attempted to pay the First Respondent on several occasions and even invited him to its club office to receive payment. His failure to receive payment put him in default in accordance with Article 91 of the SCO and any termination thereafter cannot be regarded as being with just cause; and

- if the First Respondent is deemed to have terminated the Contract with just cause, any compensation should be mitigated based on the amount payable pursuant to the Second Contract in accordance with Article 17.1 (ii) of the FIFA RSTP.

66. The Appellant requested the following relief:

"1. to annul the Decision and issue an award determining that the Player did not have just cause for terminating his employment contract and that the new Club should be considered as equally liable for having induced the contractual breach of the Player.

2. to order the Player to pay the following compensation:

> *a. The residual amount of the contract SIXTY THOUSAND DOLLARS (60,000 USD);*
>
> *b. The legal interests of 5% from the date of the Contract termination dated 29 May 2024;*

3. to impose sporting sanctions on the Player according to art. 17 par. 3 of the FIFA RSTP;

4. to consider the Player's new club Al Riffa to be jointly responsible in accordance with Article 17.2 of the FIFA RSTP;

5. in the case the Panel deems the termination of the Player to have been with just cause, to mitigate the compensation to be paid in accordance with Article 17 paragraph 1 ii. of the FIFA RSTP;

6. to determine any other relief the sole arbitrator may deem appropriate;

7. to fix a sum to be paid by the Respondents, in order to contribute to the payment of the Appellants legal fees and costs in the amount of CHF 20,000.00 (twenty thousand Swiss francs); and

8. to condemn the Respondents to the payment of the whole CAS administration costs and arbitrator fees."

67. Following the hearing and at the request of the Sole Arbitrator, the Appellant provided its position as to the relevance of the Second Contract in view of the content of Article 17.1 of the FIFA RSTP:

- the judgment of the Court of Justice of the European Union in *FIFA v BZ*, Case C-650/22 ("Diarra Case") had not yet been rendered at the time which the First Respondent entered the Second Contract with the Second Respondent (27 June 2024), nor at the time in which the Decision was issued (18 October 2024). The amendments to the FIFA RSTP based on the Diarra Case which were communicated on 1 January 2025 are therefore inapplicable to the matter; and

- the claim must be dismissed as the First Respondent was not owed "*two monthly salaries*" at the time of the unilateral termination of the Contract.

B. The First Respondent's submissions

68. The First Respondent's submissions, made in writing and during the oral hearing, are summarised as follows:

- the First Respondent terminated the Contract based on the Appellant's clear and repeated breaches, including failure to pay salary for two (2) consecutive months in violation of Article 14bis of the FIFA RSTP and to provide contractual benefits. The First Respondent signed the contract on 23 February 2024 and received a USD 10,000 signing bonus. He was entitled to receive the balance of USD 20,000 as salary for the 2023/24 season. No salary was paid;

- the argument that the outstanding amount does not equate to two (2) months' salary is an attempt to distort the FIFA RSTP. The total period of non-payment was seventy-nine (79) days. FIFA's "*focus is on the period of non-payment, not the amount due*". CAS jurisprudence "*has also consistently ruled that the key factor for just cause termination is the duration of non-payment, not whether the sum owed exactly matches two months of salary*";

- the use of Swiss law was misleading and irrelevant. The primary applicable framework is FIFA regulations (cf. CAS 2014/A/3707). The Appellant invokes Swiss law to define the months within the Contract and to reclassify the USD 10,000 signing bonus as salary, thus reducing the outstanding amount owed to the First Respondent. The Contract clearly distinguishes between a signing bonus and salary. Swiss law cannot be used to circumvent the clear rule that two (2) months of non-payment constitute just cause under Article 14bis of the FIFA RSTP;

- the additional contractual breaches reinforce the right to terminate. The failure to provide an agreed vehicle caused significant cost and hardship;

- the objection to the validity of the Default Notice is a bad-faith procedural manoeuvre aimed at evading financial obligations and delaying enforcement of the Decision. This issue was never raised within the default period, and only after the default period expired. The Default Notice complied with Article 14bis. It was received, acknowledged, and acted upon by the Appellant. In any event, power of attorney was properly executed by the First Respondent, but simply never requested by (or provided to) the Appellant;

- that the First Respondent refused or failed to collect payment offered by the Appellant is untrue. The Appellant deliberately waited until the First Respondent left Jordan following its final match of the 2023/24 season, one (1) day prior to the default notice period expiring, to issue a letter claiming his salary were available for collection from the club office. During the period of 12 May 2024 until 26 May 2024, the First Respondent was in Jordan training daily and available to receive payment. In any event, the Appellant failed to present any verifiable evidence that the outstanding amounts owed were available to be paid and refused by the First Respondent; and

- it would be unjust to reduce the compensation awarded to the First Respondent based on his executing the Second Contract. Such action has no legal basis and contradicts the principles of contractual fairness and sports justice. Allowing the Appellant to "*benefit from a reduction in compensation simply because the* [First Respondent] *later signed with another team would grant an unfair advantage to a club that has consistently violated its contractual commitments*". The First Respondent suffered significant hardship and was left without financial support for months, struggling to sustain his livelihood. The Appellant has a history of cases before the FIFA Football Tribunal where it has failed to pay players and coaches. FIFA and CAS "*have consistently ruled that reductions in compensation based on new contracts should apply only in cases where the former club did not commit a breach of contract*".

69. The First Respondent requested the following relief:

"A. Reject the Appellant's appeal in its entirety as it lacks any legal or factual merit.

B. Confirm and uphold the FIFA ruling (Ref. no. FPSD-14829) in full, ensuring that the Appellant is held accountable for its contractual breaches

C. Deny any request for a reduction in compensation, as the Appellant has already inflicted severe financial hardship on the Respondent and should not be rewarded for its wrongful conduct.

D. Order the Appellant to bear all procedural and legal costs associated with this appeal, given that it has pursued this matter in clear bad faith and without any substantive legal justification."

70. Following the hearing and at the request of the Sole Arbitrator, the First Respondent provided its position as to the relevance of the Second Contract in view of the content of Article 17.1 of the FIFA RSTP:

- the First Respondent "*did not sign* [the Second Contract] *on 27 June 2024. The date mentioned in the Court's letter is not the signing date, nor it is the date on which any employment relationship commenced.*" The First Respondent remained unemployed after leaving the Appellant and signed the Second Contract on 1 August 2024. He experienced a period of complete unemployment before signing the Second Contract;

- the unemployment period caused by the Appellant cannot be used against the First Respondent to reduce compensation. The First Respondent suffered the full economic consequences of the Appellant's failure to pay him: no income, no support, and no alternative employment for months;

- the Second Contract does not mitigate damages considering the hardship suffered. It cannot, under FIFA or CAS principles, reduce compensation. It is entirely unrelated to the termination of the Contract; and

- considering the wording of Article 17.1 (ii) of the FIFA RSTP, the First Respondent is entitled to the maximum "*additional compensation*" payable because of his termination of the Contract being due to overdue payables. The Appellant's conduct reaches the level of "*egregious circumstances*" and the First Respondent should be paid six (6) monthly salaries as "*additional compensation*".

C. The Second Respondent's submissions

71. The Second Respondent failed to participate in the CAS procedure. No submissions, whether in writing or orally at hearing, were made.

V. JURISDICTION

72. Article R47 of the Code provides as follows:

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

73. Article 50.1 of the FIFA Statutes (June 2024 Edition) states:

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

74. The jurisdiction of CAS derives from both Article R47 of the Code and Article 50.1 of the FIFA Statutes. It is not contested and is further confirmed by the Order of Procedure duly signed by the Parties.

75. It follows that CAS has jurisdiction to hear, adjudicate, and decide the present dispute.

VI. ADMISSIBILITY

76. Article R49 of the Code provides as follows:

"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late."

77. Article 50.1 of the FIFA Statutes (June 2024 Edition) states:

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

78. The grounds of the Decision were notified on 17 December 2024, and the Appellant filed its Statement of Appeal on 6 January 2025, within the twenty-one (21) day time limit provided by the FIFA Statutes.

79. The appeal is therefore admissible.

VII. APPLICABLE LAW

80. Article R58 of the Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the

application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."

81. Article 50.2 of the FIFA Statutes (June 2024 Edition) states:

"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."

82. Accordingly, the present dispute shall be decided by applying the FIFA regulations, primarily the FIFA RSTP, with Swiss law applying subsidiarily to fill any *lacuna*.

VIII. MERITS

83. According to Article R57 of the Code, the Sole Arbitrator has "*full power to review the facts and the law*". As consistently stated in CAS jurisprudence, by reference to this provision, the CAS appeals arbitration procedure entails a *de novo* review of the merits of the case and is not confined merely to deciding whether the ruling appealed was correct or not. Accordingly, it is the function of the Panel to make an independent determination as to the merits (cf CAS 2007/A/1394).

84. The second paragraph of Article R55 of the Code states: "*If the Respondent fails to submit its answer by the stated time limit, the Panel may nevertheless proceed with the arbitration and deliver an award.*"

85. Similarly, the final paragraph of Article R57 of the Code states: "*If any of the parties, or any of its witnesses, having been duly summoned, fails to appear, the Panel may nevertheless proceed with the hearing and render an award.*"

86. The Second Respondent failed to engage with this procedure in any manner. Notwithstanding this, the Sole Arbitrator is satisfied that the CAS Court Office duly notified the Second Respondent of these proceedings and provided it with sufficient opportunity to engage. As such, the Sole Arbitrator is comfortable in rendering this Award in line with the second paragraph of Article R55 of the Code read together with the final paragraph of Article R57 of the Code.

87. Given the Parties' respective submissions, the Sole Arbitrator considers that there are two (2) main issues for determination:

(i) Did the First Respondent terminate the Contract with just cause?

(ii) What are the subsequent consequences?

A. Did the First Respondent terminate the Contract with just cause?

88. The primary question for the Sole Arbitrator to determine is whether the First Respondent terminated the Contract with just cause. The First Respondent contends that

he terminated the Contract with just cause in accordance with Article 14bis of the FIFA RSTP; the Appellant contends that the termination by the First Respondent failed to comply with the requirements of Article 14bis and therefore the First Respondent terminated the Contract without just cause.

89. Article 14.1 of the FIFA 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.*" The FIFA RSTP do not provide a definition of "*just cause*" or an exhaustive list of what constitutes "*just cause*".

90. Article 14bis of the FIFA RSTP is one of the few provisions that expressly identifies a "*just cause*". It relevantly states:

"*1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.*

2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above."

91. Article 14bis (1) is applicable when a player's contract provides that they are due to be paid monthly; Article 14bis (2) applies in all other circumstances.

92. The Parties dispute several matters regarding the interpretation of Article 14bis:

- the First Respondent contends that the Article 14bis (1) refers to the <u>period of time</u> (i.e. two (2) consecutive months) that a club has failed to pay a player. The Appellant puts forward that Article 14bis (1) refers to the <u>quantum of outstanding salary</u> (i.e. two (2) monthly salary payments) owed to a player;

- the Appellant contends that the whole amount payable to the First Respondent pursuant to the Contract for the 2023/24 season should be considered when calculating the quantum amount, which leads to a conclusion that the First Respondent was not owed the equivalent of "*two monthly salaries*" when the Default Notice was issued. The First Respondent posits that Contract clearly delineates different forms of remuneration (a signing bonus and salary) and only the salary should be considered for the calculation of any quantum amount; and

- the Appellant contends that the Default Notice was invalidly issued as the First Respondent never provided any power of attorney authorising his representative to act on his behalf. The First Respondent argued that the Appellant is acting in bad faith as it never raised the issue within the default period, engaged with his representative on several occasions, and only raised the issue after the expiry of the default period.

93. Regarding the first matter, the Commentary on the FIFA RSTP (Edition 2023) (the "Commentary") clearly indicates that FIFA intended Article 14bis to specifically deal with the <u>quantum of outstanding salaries</u> owed to a player:

"*The introduction of article 14bis in 2018 was a reaction to the persistent malpractice of clubs failing to make payments on time. The vast majority of employment-related disputes between clubs and professional players brought before the DRC relate to late or non-payment of salary and other remuneration. Equally, the most common reason for the premature unilateral termination of a contract by a player is not being paid (on time) by their club…Article 14bis refers to unpaid and outstanding salaries*" (pp149-150).

94. This interpretation has been consistently upheld in CAS jurisprudence (cf. CAS 2023/A/9487; CAS 2023/A/9990) and FIFA DRC jurisprudence (cf. FPSD-4989). It typically manifests in cases where the parties dispute whether the quantum owed is equivalent or greater than "*two monthly salaries*" of the player (as the Appellant does in this case). This is also supported by the clear wording of Article 14bis (2) which infers that the "*pro-rata value corresponding to two months*" is equivalent to the "*at least two monthly salaries*" set out in Article 14bis (1). While the interpretation argued by the First Respondent may seem logical in that a player not paid for two (2) consecutive months would <u>appear</u> to have not received "*two monthly salaries on their due dates*", this does not account for a scenario where a club (deliberately or accidentally) makes a substantial advance payment of salary, rendering any future "*due date*" moot. The First Respondent is incorrect in this regard.

95. Regarding the second matter, the Contract provides:

"21. The value of the contract is thirty thousand US dollars ($30,000), for the football season 2023/2024 (second half), distributed as follows:

> *a. The club shall pay the player an amount of ($10,000) ten thousand US dollars as a contract advance upon the player's arrival in Jordan and the player's international transfer card arrives and he is registered on the Al-Faisaly Club's lists with the Jordanian Football Association.*
>
> *b. The remaining value of the contract, amounting to ($20,000) twenty thousand US dollars shall be distributed as monthly salaries from the beginning of the contract until the end of the 2023/2024 football season."*

96. The total remuneration owed is separated into two (2) types of remuneration:

- USD10,000 as a "*contract advance*", payable on the First Respondent's arrival in Jordan (**Signing Bonus**); and

- USD 20,000 as "*monthly salaries*", payable "*from the beginning of the contract until the end of the 2023/24 season*" (**Salary**).

97. It is not in dispute that the Appellant paid the Signing Bonus and subsequently failed to pay any Salary to the First Respondent.

98. The Appellant attempted to creatively calculate (<u>and inflate!</u>) the quantum of outstanding salary owed to the First Respondent by combining the Signing Bonus, the Salary, and an amount equivalent to the vehicle it was obliged to provide him. This allowed it to deduct the Signing Bonus (already paid) and note that the May 2024 component of the Salary had not yet fallen due when the Default Notice was issued. This calculation resulted in the First Respondent being owed less than "*two monthly salaries*", which would render the Default Notice invalid.

99. The Appellant relies on CAS jurisprudence (cf CAS 2020/A/7262; TAS 2019/A/6421) to incorporate the Signing Bonus into its quantum calculation: "*for a bonus to be considered as an element of salary, it is necessary to establish whether such bonus is determined or objectively determinable. If the bonus is explicitly determined or at least objective determinable, it shall be considered as a part of the salary*". It is unclear how this jurisprudence would permit the Appellant to incorporate the vehicle expense into its quantum calculation.

100. In any event, the cases cited by the Appellant do not address the question of whether contingent payments – such as sign-on fees or bonuses – form part of the "*salaries*" identified in Article 14bis. Rather, they deal with the <u>existence of a bonus payment</u> being explicitly founded within a written document that forms part of the employment relationship between player and club – allowing such payment to subsequently be considered as part of the broader remuneration of the player.

101. The FIFA DRC has dealt with the question of whether different types of remuneration form part of the quantum calculation made pursuant to Article 14bis. In its seminal decision (cf FPSD-5257), the FIFA DRC noted that Article 14bis "*…refers strictly to the concept of "salaries"* [and] *therefore does not include…contingent payments, such as* [a] *sign-on fee*".

102. The Commentary (pp153) also confirms this approach by differentiating between salary payments and other forms of remuneration when considering the quantum calculation required by Article 14bis:

"*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.*"

103. The Contract very clearly separates the remuneration of the First Respondent for the 2023/24 season into two (2) different forms of remuneration: a Signing Bonus and a

Salary. Considering the above, only the Salary – and neither the Signing Bonus nor the vehicle expense – are relevant to the quantum calculation. Noting that the Salary is due "*monthly*", that quantum calculation must be made pursuant to Article 14bis (1).

104. Regarding the third matter, the Sole Arbitrator considers this a non-issue. The communication record clearly demonstrates the Appellant directly engaged with the First Respondent's representative over the course of several communications and (at least) sixteen (16) days on the matters subject to this dispute. The Appellant has acted in bad faith in this regard by raising this issue.

105. Turning to the application of Article 14bis (1) and the question at hand, two (2) elements must be met for the First Respondent to have had just cause to terminate the Contract:

- the Appellant must have unlawfully failed to pay the First Respondent at least "*two monthly salaries on their due dates*"; and

- the First Respondent must have put the Appellant in default in writing and grant a deadline of at least fifteen (15) days to fully comply with its financial obligations.

106. The Sole Arbitrator considers that both these elements are met.

107. <u>As to the first element:</u> it is not in dispute that the Appellant failed to pay the Salary. The Appellant provided no evidence that it had any lawful excuse to do so. As neither the Contract nor the FIFA RSTP provide "*due dates*" for payment of the "*monthly salaries*", Swiss law applies subsidiarily. In accordance with Article 323.1 of the SCO, "*the salary is paid to the employee at the end of each month*". In this case, considering that 2024 was a leap year, the First Respondent would have been entitled to be paid for the 2023/24 season:

- on 29 February 2024, a *pro-rata* salary (seven (7) days) for February 2024;

- on 31 March 2024, a monthly salary for March 2024;

- on 30 April 2024, a monthly salary for April 2024; and

- on 31 May 2024, a monthly salary for May 2024.

108. To calculate the *pro-rata* amount for February 2024, it is necessary to establish the daily rate payable by dividing the Salary (USD 20,000) by the number of days worked (ninety-nine (99) days). After deducting the February 2024 amount, the remaining balance is split evenly across the final three (3) months in accordance with the wording in the Contract. This calculation leads to a daily rate payable of approximately USD 202.02, and the following salary payments falling due:

- on 29 February 2024: USD 1,414.14;
- on 31 March 2024: USD 6,195.29;
- on 30 April 2024: USD 6,195.29; and
- on 31 May 2024: USD 6,195.28 (rounded).

109. Considering that the Appellant failed to pay any Salary to the First Respondent, on the date of the Default Notice (12 May 2024) the quantum threshold ("*at least two monthly salaries on their due dates*") had clearly not been paid.

110. As to the second element: the Default Notice was issued on 12 May 2024 and put the Appellant on notice that, *inter alia*, the First Respondent had not been paid Salary for "*the past two months*" (notwithstanding that the Default Notice refers to the full Salary amount as opposed to the Salary amount owed as at 12 May 2024). The Default Notice requests "*the settlement of all overdue accrued salary payments…within the next 15 days.*" Seventeen (17) days after sending the Default Notice, having received no proof that the Appellant had fully complied with its financial obligations, the First Respondent terminated the Contract.

111. For completeness, the Sole Arbitrator notes that the Appellant contends that it attempted to pay the First Respondent and/or offered him the opportunity to receive payment at the club office. This was tested at the hearing; the Sole Arbitrator considers that the Appellant failed to discharge its burden of proof in this regard.

112. Considering the above, the Sole Arbitrator is comfortably satisfied that the First Respondent terminated the Contract with just cause. Such termination was undertaken in accordance with Article 14bis (1) of the FIFA RSTP.

B. What are the subsequent consequences?

113. Article 17.1 of the FIFA RSTP sets out the consequences where an employment contract is terminated:

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

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

i. *In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.*

ii. *In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the* *prematurely terminated contract shall be deducted from the residual value of the contract that was 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.*

iii. *Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.*"

114. The Appellant is the "*party in breach*" for the purposes of the first sentence of Article 17.1 and therefore must pay compensation to the First Respondent.

115. The Contract does not "*otherwise provide*" for a contractual compensation clause which establishes in advance an amount due from a party in breach of the Contract to the other party. In this regard, the Sole Arbitrator notes that Article 24 of the Contract provides for a *"penalty clause amounting to 25% of the financial value of the contract for one season"* if the Appellant unilaterally terminated the Contract without just cause. As it was the First Respondent, and not the Appellant, who terminated the Contract, Article 24 does not constitute an applicable contractual provision for the calculation of compensation in the present case. As such, the formula for compensation owed to a player from a club that is set out in Article 17.1 shall apply.

116. The First Respondent contends that the Second Contract is irrelevant to the calculation of compensation, whereas the Appellant argues that any compensation payable should be mitigated based on the Second Contract, in accordance with the clear wording of Article 17.1 (ii).

117. The Sole Arbitrator considers that there is limited scope within the regulatory framework to deviate from the established compensation formula in Article 17.1 (ii); the First Respondent failed to provide any substantial legal basis to support its position in this regard.

118. CAS jurisprudence dictates that the phrase "*at the time of the decision*" set out in Article 17.1(ii) refers to the time of <u>any final decision in the matter</u>, which includes, by analogy, any final decision rendered by the CAS (cf CAS 2024/A/11061; CAS 2022/A/9004; CAS 2024/A/10519; CAS 2025/A/11154). This is consistent with both the "*de novo*" power of review provided by Article R57 of the Code, and the obligation for the Panel (or Sole Arbitrator) to "*decide the dispute according to the applicable regulations*" set out in Article R58 of the Code.

119. In this respect, the Second Contract must be included when applying the compensation formula as it was a new employment contract that covered the period corresponding to the original term of the Contract. This also means, however, that the Sole Arbitrator can consider the full breadth of Article 17.1 (ii) when calculating the compensation payable.

120. Prior to applying the compensation formula set out in Article 17.1(ii), it necessary to address the question of the outstanding remuneration owed to the First Respondent.

121. Outstanding remuneration is a distinct concept from compensation for breach of contract. Amounts that have already fallen due and remained unpaid at the date of termination (such as the Salary) constitute a debt owed by the Appellant based on the general legal principle of *pacta sunt servanda*. There is no dispute between the Parties that the First Respondent was not paid any Salary, despite having been employed from 23 February 2024 to 29 May 2024 (ninety-seven (97) days inclusive) prior to the termination of the Contract.

122. To calculate the outstanding remuneration, it is necessary to multiply the daily rate already established (USD 202.02) and by the number of days (ninety-seven (97) days) of employment. This leads to the amount of outstanding remuneration owed to the First Respondent being USD 19,595.96 (rounded).

123. In this respect, the Sole Arbitrator notes that the FIFA DRC incorrectly calculated the outstanding remuneration based on the final day of the 2023/24 season (31 May 2024) as opposed to the date of termination (29 May 2024).

124. Turning to the compensation for breach of contract, and applying the formula set out in Article 17.1 (ii), the "*mitigated compensation*" shall be calculated as follows:

- first, by determining the residual value of the Contract. Deducting the outstanding remuneration, the First Respondent is owed USD 404.04 for the period 30 May 2024 to 31 May 2024, and USD 60,000 for the period 1 June 2024 to 31 May 2025. The residual value of the Contract is thus USD 60,404.04;

- second, by calculating the value of any new contract for the period corresponding to the time remaining on the Contract. The Second Contract covered the period 1 August 2024 to 31 May 2025 (i.e. fully within the period corresponding to the time remaining on the Contract) with a total value of USD 60,000; and

- third, deducting the total value of the new contract (USD 60,000) from the residual value of the prematurely terminated contract (USD 60,404.04). The final amount payable as "*mitigated compensation*" is therefore USD 404.04.

125. After calculating the "*mitigated compensation*", Article 17.1 (ii) provides that a player whose contract is terminated "*due to overdue payables*" is also entitled to "*additional compensation*" corresponding to "*three monthly salaries*". In the case of "*egregious circumstances*" this may be increased up to "*a maximum of six monthly salaries*" but

the "*overall compensation may never exceed the residual value of the prematurely terminated agreement.*"

126. In this respect, the Contract was terminated by the First Respondent due to "*overdue payables*", as provided pursuant to Article 14bis of the FIFA RSTP. As a result, the First Respondent is clearly entitled to "*additional compensation*", subject to the upper cap on "*overall compensation*".

127. The First Respondent contended that the treatment by the Appellant constituted "*egregious circumstances*" and should give rise to the maximum amount ("*six monthly salaries*") payable. The Sole Arbitrator disagrees. The First Respondent failed to discharge his burden of proof in this regard. No evidence of hardship or abusive conduct that might be considered "*egregious circumstances*" caused by the Appellant was provided by First Respondent, only general assertions without evidential proof.

128. The Sole Arbitrator therefore holds that the amount of "*additional compensation*" payable to the First Respondent shall be the automatic entitlement of "*three monthly salaries*". In this respect, the Contract contains a different monthly salary amount: for the 2023/24 season, USD 6,195.29 per month; for the 2024/25 season, USD 6,000 per month. The Contract was terminated on 29 May 2024, during the 2023/24 season. It is therefore both arithmetically and legally coherent to apply that monthly rate as the reference figure for the "*additional compensation*" calculation. Accordingly, the "*additional compensation*" amounts to USD 18,585.87.

129. As such, the "*overall compensation*" payable to the First Respondent, made up of "*mitigated compensation*" and the "*additional compensation*" calculated pursuant to Article 17.1 (ii) of the FIFA RSTP, is USD 18,989.91.

130. Taking into consideration the above, the Sole Arbitrator holds that the following amounts are due from the Appellant to the First Respondent:

- USD 19,595.96 as outstanding remuneration until 29 May 2024 (inclusive); and

- USD 18,989.91 as compensation for breach of contract, comprising USD 404.04 as "*mitigated compensation*" and USD 18,585.87 as "*additional compensation*".

131. In line with the established jurisprudence of the FIFA DRC and CAS, interest at the rate of 5% per annum shall be payable until the date of effective payment.

132. Regarding the outstanding remuneration, in accordance with the date of payment established pursuant to Article 323.1 of the SCO, interest shall accrue from:

- 29 February 2024 for the *pro rata* February 2024 salary of USD 1,414.14;
- 31 March 2024 for the March 2024 salary of USD 6,195.29; and
- 30 April 2024 for the April 2024 salary of USD 6,195.29.

- 29 May 2024 for the *pro rata* May 2024 salary of USD 5,791.24 (i.e. the outstanding remuneration owed at the date of termination of the Contract, being the monthly salary for May 2024 minus two (2) days calculated at the daily rate).

133. Regarding compensation for breach of contract, interest shall accrue from 29 May 2024, the date of termination of the Contract.

C. Conclusion

134. As such, the Sole Arbitrator:

- held that the CAS had jurisdiction to **determine** the appeal; and
- confirmed that the First Respondent terminated the Contract with just cause, in line with the Decision, but amended the total amount payable. The Appellant shall pay the First Respondent USD 19,595.96 as outstanding remuneration (plus interest at 5% per annum from the respective due dates of each monthly salary instalment until the date of effective payment) and USD 18,989.91 as compensation for breach of contract (plus interest at 5% per annum as from 29 May 2024 until the date of effective payment).

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Al-Faisaly SC on 6 January 2025 against the decision issued on 18 October 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal (FPSD-14829) is partially upheld.

2. The decision issued on 18 October 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed, save for paragraph 3 of the operative part of the decision, which shall be amended as follows:

   "*3. The Respondent, Al-Faisaly SC, must pay to the Claimant, Ahmad Madanieh, the following amounts:*

   - ***USD 19,595.96*** *as outstanding remuneration, comprising the following amounts, each bearing 5% interest p.a. from the respective dates indicated below until the date of effective payment:*

     USD 1,414.14 as from 29 February 2024;
     USD 6,195.29 as from 31 March 2024;
     USD 6,195.29 as from 30 April 2024; and
     USD 5,791.24 as from 29 May 2024;

   - ***USD 18,989.91*** *as compensation for breach of contract plus 5% interest p.a. as from 29 May 2024 until the date of effective payment.*"

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 20 August 2026

THE COURT OF ARBITRATION FOR SPORT

James Kitching
Sole Arbitrator