CAS 2025/A/11406 Bojan Cecaric v. Viking Fotballklubb

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Lars Halgreen, Ph.D. Legal Director, Gentofte, Denmark

in the arbitration between

Mr. Bojan Cecaric, Novo Pazova, Serbia

Represented by Mr Rafael Meirelles Gomes de Ávila and Mr. Fhayllow Lemes Nocko, Attorneys-at-law, Campo Grande, Brazil

Appellant

and

Viking Fotballklubb, Stavanger, Norway

Represented by Mr. Mats Larsen Bailey and Mr. Tomas Ø. Kristensen, Attorneys-at-law, Oslo, Norway

Respondent

I. PARTIES

1. Bojan Cecaric ("the Player" or "the Appellant") is a Serbian professional football player, born on 10 October 1993.

2. Viking Fotballklubb ("the Club" or the Respondent") is a football club with its registered offices in Stavanger, Norway. The Respondent is registered with the Norwegian Football Association, which in turn is affiliated with the Fédération Internationale de Football Association ("FIFA").

3. The Appellant and the Respondent are hereinafter jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the parties' written submissions, documentation and answers to the Sole Arbitrator's queries. Additional facts and allegations found in the parties' written submissions, written answers and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

5. On 26 June 2024, according to the Player, he received an employment offer ("the Offer") from the Club sent by the Sport Director, Mr Erik Nevland, which contained the following terms and conditions – quoted verbatim:

   "Contract Offer

   Dated 26.06.2024

   BETWEEN:

   (1) Viking Fotballklubb, whose registered office is at Játtãvâvegen 11, 4020 Stavanger, Norway with registered organizational number 970 179 461 (VFK);

   VFK is a professional football club affiliated to the Football Association of Norway (FANO) and currently playing football in the Norwegian 'Eliteserien'.

   (2) Viking Fotbavllklubb [sic] *is express our Sincere interest in Bojan Cecaric ! (born October 10, 1993). We believe that he could be a valutabeleid addition to our team and are eager to explore the possibility of his transfer to our club.*

   (3) We can propose the following conditions:

   1. Employment contract from 01-07-2024 to 30-06-2026 ' (1 Year Club Option)

2. Salary in the amount of 15 000 euro per Month nett;

3. League win bonuses determined by the club for the whole team (approximately 1200 euro nett);

4. Bonus for qualification in euro cup games (min 2 500 euro nett qualification to group stage 10 000 euro nett);

5. Appartement free from the club.

6. Payment for Economy class air tickets for the family on the route place of residence - Stavanger place of residence.

This offer is valid if you succesfully pass the Medical Examination".

6. The Player maintained that Mr Nevland sent him the Offer by e-mail and that he signed it *"ending all ongoing job negotiations with other clubs and potential employers"* and "*began preparations for his move to Norway".*

7. On 16 July 2024, the Player signed an employment agreement with the Kuwaiti Club Al-Shahab, which for a duration until 31 May 2025 and a total remuneration of USD 80'000 but was abruptly dismissed in August 2024.

8. On 25 July 2024, Mr. Srdjan Sergio Marceta, the Player's Agent ("the Agent") wrote an email to "bursdag@vikingfotball.no" enquiring whether the Offer was true.

9. The Player admitted to having received an email sent from Mr Nevland on 25 July 2024, in which he stated that the Offer was fake and should be ignored.

10. On 9 September 2024, the Player signed an employment contract with the Serbian club "Javor", which provides for a duration until 15 June 2026 and a monthly net amount of RSD 50'000 (app. EUR 425).

11. On 12 September 2024, the Player sent a notice of default to the Club, claiming that (i) the Offer was a valid and binding contract; (ii) the Club failed to comply with the Offer; and (iii) the Club should pay to the Player EUR 360,000 net within 15 days at the risk of issuing a press release against the Club.

12. On 19 September 2024, the Club (i) rejected the Player's claims; (ii) noted that the Offer was a forgery and that "*no rights or obligations may be derived from it*" and (iii) advised that it had reported the matter to the police.

B. Proceedings before the FIFA Dispute Resolution Chamber ("FIFA DRC")

13. On 26 January 2025 after not having reached any settlement with the Club regarding the Offer, the Player filed a claim against the Club before the FIFA DRC.

14. In view of the Club's failure to stand by its offer, the Player submitted that it should be held liable for the breach of contract. The Player put forward a copy of his new contract

with the Kuwaiti club, Al Shabab Sporting Club, for the period from 16 July 2024 to 31 May 2025, under which he was entitled to a total remuneration of USD 80,000.

15. Consequently, the Player requested that he be awarded the sum of EUR 283,200 as compensation for breach of contract, corresponding to the remuneration set out in the Offer (EUR 360,000) minus the calculated mitigation of EUR 76,800, considering the exchange rate of 0,96 from USD to EUR.

16. It is noteworthy to mention, as the FIFA DRC specifically did in para. 11 of its decision that *"the Club did not respond to the claim, despite being invited to do so."* Thus, the deliberations in the FIFA DRC decision were only based on the submissions made and facts presented by the Player.

17. In its decision (the "Appealed Decision"), the FIFA DRC made the following considerations regarding the merits of the case:

"17. (...) ...The Chamber then moved to the substance of the matter, noting that it concerned a claim for breach of contract brought by the Player against the Club on the basis of the Offer.

18. In particular, the DRC noted that the Player claimed that he had entered into a valid and binding contract with the Club (i.e., the Offer), but that the Club had subsequently terminated it, thereby entitling him to the mitigated compensation.

19. As the Club did not respond to the claim, the Chamber decided that its analysis must be made solely on the basis of the evidence submitted by the Player (cf., art. 21, par. 1 of the Procedural Rules).

20. In light of the above, the DRC decided that its task was to determine whether the Parties had in fact entered into a valid and binding agreement, the fairness of the termination, if any, and the consequences thereof.

21. As a starting point, the DRC turned to the Offer and noted that it did indeed contain most of the essentialia negotii required by the jurisprudence to establish the validity of a contract: (i) it set out the name of the parties; (ii) the remuneration to be paid by the Club to the Player; and (iii) the duration of that contract.

22. Notwithstanding the foregoing, the DRC also noted that, although the Offer appeared to have been signed by the Player at the bottom of the page, it did not contain any reference to his name or the date of his signature.

23. The Chamber also considered it crucial that the origin of the Offer seemed dubious. According to the DRC: whilst the Player claimed to have received the document by e-mail from Mr Nevland; the only evidence provided in this respect was a screenshot of an e-mail with an unknown source and no date.

24. The DRC was also observant that, although the Player claimed to have signed the Offer and returned it to the Club on or around the same date, he failed to provide any email exchange to support his acceptance. Indeed, the only evidence the Chamber found

in the case file was the signed version of the Offer, with the exact same electronic signature that has been used in all documents submitted with this claim (e.g., the Power of Attorney and the Bank Account Registration Form), with the exception of the new contract.

25. Next, the Chamber emphasised that, although the Player claimed to have done so, he also failed to provide any evidence that he had taken any action to join the Club. In fact, the Chamber noted that the Player provided another screenshot suggesting that the Club informed "him" that the Offer was fake on 25 July 2024. The DRC also noted that this message was addressed to the email address (s.marceta@go1scout.com), the origin of which the Player also failed explain.

26. The DRC found it to be equally unknown whether the abovementioned e-mail, allegedly received by the Player from the Club, was sent before or after his alleged signature of the Offer.

27. In addition to the above, the Chamber stated that the documents on file showed that the Player did not contact the Club until 12 September 2024, when he was already employed by Al-Shabab and claimed that the Club owed him the mitigated compensation. The Chamber was therefore not satisfied that he had ever (and legitimately) expected that he would provide services to the Club.

28. In light of the foregoing, and although unimpressed by the Club's lack of response, the DRC was not convinced that a proper employment contract was ever entered into, nor that it was formally (or tacitly) terminated by either party.

29. Contrario sensu, the DRC considered that the Player had contradicted himself in his claim and had therefore failed to prove that (i) the Offer was made by the Club, (ii) even if it was, that he had formally accepted the terms proposed; and (iii) that the Offer was subsequently terminated so as to trigger the consequences of the employment relationship.

30. Consequently, the DRC dismissed the Player's claim on its entirety".

18. Based on these considerations, the FIFA DRC reached the Appealed Decision on 13 March 2025, and it was notified with grounds to the Parties on 14 April 2025:

"1. The claim of the [Player] is rejected.

2. This decision is rendered without costs."

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 5 May 2025, the Appellant filed his Statement of Appeal with the CAS challenging the Appealed Decision in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration ("the Code"). The case was originally brought before the CAS against both the Club and FIFA as Respondents. In his Statement of Appeal, the Appellant

expressed his preference for the case to be adjudicated by a Sole Arbitrator in accordance with the provisions of the Code.

20. On the same day, the Appellant filed an application for legal aid, including an exemption from payment of the CAS Court Office fee.

21. On 15 May 2025, the Appellant filed his Appeal Brief with the CAS Court Office via e-filing.

22. On 16 May 2025, the CAS Court Office acknowledged receipt of the Statement of Appeal and of the Appeal Brief, which were not notified to the Respondent and to FIFA. It further informed the Respondent that the Appellant had also requested Legal Aid, and against this background, that the present procedure would not be initiated, until the decision on Legal Aid had been made.

23. On 2 September 2025, the CAS Court Office informed the Parties that by Order rendered on 1 September 2025 by the Athletes' Commission of the ICAS the Player had been granted legal aid for CAS arbitration costs, including the waiver for the CAS Court Office fee. The CAS Court Office thus notified the Statement of Appeal and the Appeal Brief to the Respondent and to FIFA, who were invited to file their Answer by 22 September 2025, pursuant to Article R55 of the Code, and to express their position on the Appellant's request for the appointment of a sole arbitrator.

24. On 4 September, FIFA stated that it should not be a party in these proceedings, as FIFA DRC had merely acted in its capacity as the competent FIFA body to adjudicate the matter in the first instance. FIFA thus requested to be excluded as a party in the CAS appeal case.

25. On 8 September 2025, the Respondent agreed that the matter should be adjudicated by a Sole Arbitrator.

26. On 10 September 2025, the Appellant acknowledged that FIFA should be excluded from the case as a party, which was communicated to the Parties the next day by the CAS Court Office. Subsequently, the CAS Court Office confirmed that the Parties in these proceedings going forward should solely be the Player and the Club.

27. On 19 September 2025, the CAS Court Office notified the Parties that, pursuant to Article R54 of the Code and on behalf of the President of the CAS Appeals Arbitration Division, the Panel appointed to decide the case at hand was constituted as follows:

    Sole Arbitrator: Mr. Lars Halgreen, Ph.D., Legal Director, in Gentofte, Denmark.

    In view of the legal order issued on 1 September 2025, he accepted to perform his mission *pro bono*.

28. On 23 September 2025, the CAS Court Office acknowledged receipt of the Respondent's Answer filed on 22 September 2025. The Parties were at the same time invited to inform the CAS Court Office by 30 September 2025 whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties'

written submissions. The Parties were at the same time invited to inform the CAS Court Office, whether they would request a case management conference with the Sole Arbitrator to discuss procedural issues, the preparation of the hearing (if any) and any issues related to the taking of evidence.

29. On 30 September 2025, both Parties informed the CAS Court Office that they did not wish a hearing to be held in this matter, nor that a case management conference should be arranged. This decision was confirmed by the CAS Court Office on 1 October 2025.

30. On 11 November 2025, the CAS Court Office, on behalf of the Sole Arbitrator, sent the following invitation to the Parties:

"I refer to the CAS Court Office letter of 1 October 2025 and inform you of the following.

The Sole Arbitrator has duly noted that both Parties upon request have informed the CAS Court Office that they do not feel it necessary that a hearing be held in this matter and would prefer that the Sole Arbitrator issue an Award based on the Parties' written submissions and they do neither request a case management conference call.

Thus, the Sole Arbitrator has begun drafting the Award accordingly, but, in view of the numerous new facts and evidence presented for the first time before CAS and in order to be sufficiently well-informed to issue his decision, the Sole Arbitrator deems it appropriate to invite both Parties, pursuant to Articles R44.3, R56 and R57 of the CAS Code, to answer to the following specific questions:

For the Appellant:

1. What is the Appellant's response, if any, to the Respondent's disclosure of the confirmation from the Norwegian police from 11 June 2024 of a report regarding an attempt of gross fraud (Ex. 1) as per the alleged offer made by the Respondent to the Appellant?

2. Can the Appellant provide any proof that the alleged offer dated 26 June 2024 was in fact accepted by the Appellant, and if so, when and how this acceptance was made?

3. What is the Appellant's response, if any, to the Respondent's disclosure of an article signed by a German doctor by the name of Huseyin Aral (Ex. 9), whose signature in the article, according to the Respondent's submissions, has fraudulently been inserted into the offer dated 26 June 2024 as the original signature of Mr Erik Nevland as the Sporting Director of the Respondent ?

For the Respondent:

1. In the Respondent's Answer (page 3), it is stated that the Respondent has "extensive documentation" regarding the alleged fraud case. Could the Respondent forward the most relevant parts hereof, including an up-to-date account of the Norwegian police's investigation into the matter?

The Parties are invited to submit their answers and any possible documentation related hereto within ten (10) days of receipt of this letter by email.

A similar deadline will subsequently be provided to each party to comment on the submissions made by the other party. (…)"

31. On 20 and 21 November 2025, the Respondent and the Appellant respectively submitted their answers to the above questions to the CAS Court Office, which acknowledged receipt hereof on 27 November 2025. The Parties were at the same time invited to submit their comments strictly limited to the observations/exhibits submitted by the other Party within ten (10) days of receipt of this letter by email.

32. On 9 December 2025, the CAS Court Office acknowledged receipt of the Respondent's submission of 5 December 2025, a copy of which was enclosed for the Appellant' attention. Moreover, the CAS Court Office noted that the Appellant had submitted no comments to the Respondent's submissions within the prescribed deadline set in the CAS Court Office letter of 27 November 2025.

33. On 17 December 2025, the CAS Court Office enclosed for the Parties' attention an Order of Procedure. The Parties were requested to sign and return a copy of the Order of Procedure to the CAS Court Office, what they did on 18 December 2025, respectively 14 January 2026.

IV. SUBMISSIONS OF THE PARTIES

A. The position of the Appellant

34. In the Appellant's Appeal Brief, the following requests for relief have been made:

"*1. To annul in its entirety the decision rendered by the FIFA Dispute Resolution Chamber (DRC) on 13 March 2025, in case no. FPSD-17943.*

2. To order the RESPONDENT to pay the APPELLANT the amount of EUR 283,200 (two hundred eighty-three thousand two hundred euros), corresponding to the difference between the amounts established in the offer formalized by the RESPONDENT and the mitigation contract signed by the APPELLANT, plus annual interest of 5% (five percent) as from the date of the contractual breach committed by the RESPONDENT;

3. To grant the APPELLANT's request for legal aid, pursuant to Article R65.7 of the CAS Code and the ICAS Legal Aid Guidelines (2023), covering in full the exemption from the initial filing fee of CHF 1,000 (one thousand Swiss francs), as well as all other arbitration and procedural costs of the present proceedings".

35. The Appellant made the following submissions in support of his requests for relief:

- Overall, the Appellant reiterates the same arguments and claims that were presented before the FIFA DRC.

- Further, the Appellant refers again to a message dated 27 June 2024, in which the director of the Club, Mr. Nevland allegedly requested a copy of the Player's passport and explicitly informed that a medical examination would be necessary to complete the signing process, which costs would initially have to be covered by the intermediary agency and, if the player passed the examination, would be fully reimbursed by the club. The exact wording of said WhatsApp message stated as follows:

  "*The agency will have to reserve the medical examination now and pay for the player. The costs are Euro 8,200. We will refund that amount to the agency if the player passes the medical examination (no injury). We do this because players often come and are injured, so we can make a written reservation and pay for it and if he passes the medical examination successfully (no injury) we will refund Euro 8,200 to the agency*".

- The Appellant puts particular emphasis on the fact that the Club on 12 September 2024, was formally notified through written communication of the Player's claims, but that the Club, in the opinion of the Player, merely provided an evasive reply:

  "*Our club rejects any and all claims from your client Mr. Cecaric. The offer of 26 June 2024 attached to the Notification is a forgery and thus no rights or obligations may be derived from it. Please also be advised that our club has reported the matter to the police.*"

- The Club's reply, presented without any documentary or factual support, is in the view of the Player merely used as an attempt to evade the obligations previously undertaken, without providing any formal complaint or evidence of any report to the police authorities.

- Moreover, the Player maintains that, in the final days of the transfer window, he was forced to sign a last-minute contract with Al-Shabab Sporting Club, valid from 16 July 2024 to 31 June 2025. The difficulty for the Player in securing a new job opportunity in such a short period, directly caused by the Respondent's breach of the formalized offer, led according to the Player to severe financial and professional damages, who was forced to accept a contract under conditions substantially inferior to those initially agreed between the Parties. The contract with Al-Shabab only provided for a total remuneration of USD 80,000, which was significantly lower than the EUR 360,000 set out in the offer, resulting in a net estimated loss of EUR 283,200. The Player was later abruptly dismissed by Al-Shabab Sporting Club as early as the second month of the contract's validity, which further aggravated the damage caused by the Club's conduct.

- At present, the Player is under contract with FK Javor Ivanjica in Serbia, valid from 9 September 2024 to 15 June 2026, with a monthly net salary of only RSD 50,000, which is equivalent to approximately EUR 425, and completely insufficient to support himself and his family, composed of his wife and two young children, both entirely dependent on him.

- The Appellant stresses that it is undisputed that the Club remained completely silent and inactive throughout the entire proceedings before FIFA, despite having been duly notified via the official email address registered in the FIFA TMS system, as evidenced in the case file. Such deliberate default, combined with the absence of any plausible explanation from the club, gives rise, according to the well-established jurisprudence of both FIFA and the CAS, to a presumption in favour of the Player's allegations.

- Nevertheless, the FIFA DRC committed a serious material and legal error by completely disregarding this presumption in favour of the Player, thus subverting the principle of *in dubio pro labor*, which is a historical cornerstone of FIFA and CAS jurisprudence. Even in the face of the Club's absolute omission, the DRC rejected the claim on the grounds of alleged insufficiency of evidence, imposing on the Player an evidentiary burden that finds no support in any consolidated precedent of FIFA or CAS, especially in scenarios of pure and blatant default, as in the present case.

- Contrary to the erroneous understanding of the DRC, the CAS, in multiple decisions, has expressly acknowledged that offers signed and containing the essential elements of an employment relationship constitute valid and binding contracts, even if at a pre-contractual stage or pending formalization through a standard template. In this regard, it is worth highlighting the clear and consistent jurisprudence of the FIFA DRC itself, in the case *Fabrice Olinga Essono v. Raja Athletic Club & Rio Ave FC*.

- In the present case, there is no element whatsoever that could justify any different treatment towards the Club, especially given that the document presented by the Player bears the unequivocal signature of the Club's Sporting Director, Mr. Erik Nevland, and contains clear clauses regarding duration, net remuneration, benefits, and obligations of both parties, thus fully satisfying the *essentialia negotii* as consistently recognized by FIFA and CAS jurisprudence.

- Therefore, the Club's objective liability for the unilateral and unjustified termination of the contractual relationship is fully established, and it must be condemned in accordance with the exact terms pleaded by the Player.

B. The position of the Respondent

36. In the Respondent's Answer, the following requests for relief have been made:

"*1) Rejecting the appeal.*

2) Confirming the decision rendered by the FIFA DRC (FPSD-17943).

3) Ruling that [the Player] shall bear all the arbitration costs; and

4) Ruling that [the Player] is ordered to compensate [the Club's] legal costs

incurred in this arbitration."

37. The Respondent made the following submissions in support of its requests for relief:

- With respect to its absence during the proceedings before FIFA DRC, the Respondent explains that it was registered in the FIFA Legal Portal with the e-mail address of a person no longer employed with the Club and did therefore not receive the relevant notifications therein. The Respondent took immediate action to remedy this technical error with FIFA, when it became aware hereof.
- As for the background behind the alleged offer end the Player's economic claim based hereupon, the Club argued that it is a well reputed Norwegian Football Club playing in the Norwegian top division. From time to time, the good name of the Respondent has been misused by *"fraudsters"* in attempts to deceive other actors in the football industry. The Respondent has been made aware of several instances where players and/or clubs have been contacted by a person impersonating representatives of the Respondent, with the intention of defrauding them.
- The Respondent has knowledge that one fraudster has been targeting clubs and players in Denmark, Belgium, Slovenia, Latvia, France, Hungary, Albania, England and Poland. The Respondent has reported the matter to the Norwegian police. The Respondent has extensive documentation relating to this case and has provided this to the police. In its answer, the Respondent made a disclosure of the confirmation from the Norwegian police from 11 June 2024 of a report regarding an attempt of gross fraud.
- However, the Respondent suspects that the so-called "fraudster" is the one and the same person in all the above cases, mainly because the method of fraudulent behaviour is so similar, using the same fake signature presumably of a German doctor by the name of Mr. Hüseyin Aral.
- Thus, the Respondent finds it likely that the Appellant was contacted by this fraudster, or another fraudulent actor. However, the fraudster (or other fraudulent actors) is yet to be identified by the police, and it is therefore not possible for the Respondent to know exactly what has happened in this case. In any case, no agreement has been made between the Parties, and the Appeal must therefore be dismissed.
- As regards the validity of the Player's claim, the FIFA tribunal was according to the Club clear in its findings that the claim was without merit, even though the FIFA DRC made its decision solely based on the evidence submitted by the Appellant. The factual presentation and documentation provided by the Appellant before CAS is, in the view of the Club, incohesive, incomplete and self-contradictory, and this was also the case before the FIFA DRC.
- Hence, the Club submits that the Appellant's presentation of the facts lacks credibility, as no mention of the Agent reaching out to the Respondent as early as on 25 July 2024 has beforehand been documented. In this email sent at 9:42 am, the Agent wrote the following directly to Mr. Nevland from the Club:

  "Dear Sir or Madam,

we are an agency from Austria and have now received an offer from SPORTDIRKTOR AND I WANTED TO CHECK IF IT IS TRUE AND NOT A FAKE!!!!!!!!

We have forwarded this to the lawyer for the lawsuit

We ask for a response as soon as possible!!!"

- In his reply at 10:15 am the same day to the Agent, Mr. Nevland wrote:

  "Hi

  This is fake. Don't do anything about it.

  Kind regards"

- The Respondent maintains that these circumstances clearly indicate that the Appellant never considered the contract offer as being "*legit"*. The Appellant's failure to disclose the e-mail chain *in full* is, in the opinion of the Club, one of several ways in which the Appellant appears to be tailoring facts and documents to fit his claim.

- Likewise, when the lawyers representing the Player presented the economic claim against the Club on 12 September 2024, the Club responded swiftly on 19 September 2024 and made a firm dismissal of the claim.

- The Respondent further points out several incohesive elements in the fake emails that the Player received. The screenshot provided by the Appellant, which was the only evidence provided to the FIFA DRC, did not contain any information about the sender or the date. According to the Appellant, the e-mail was sent on 26 June 2024, i.e. the same date as stated in the alleged offer. However, in the Appeal Brief, the Appellant has provided a new screenshot of what appears to be the same e-mail in a different format. This e-mail is dated 29 August 2024 and is apparently sent from *VIKING@vikingfotball.no.* Further neither the Offer enclosed to the Agent's email of 25 July 2024 bears the Appellant's signature

- In the opinion of the Respondent, this adds to the confusion and is yet another example of the Appellant's incohesive factual presentation, bearing in mind that the Respondent already confirmed by e-mail on 25 July 2024 that the contract offer was a fake.

- Accordingly, it remains unclear whether the Appellant claims to have received the e-mail with the fake contract offer on or about 26 June 2024 or on 29 August 2024. It must have been obvious for the Appellant that the offer did not come from the Respondent. The Respondent points out that the email address *VIKING@vikingfotball.no*, as it appears on the screenshot provided by the Appellant, is not necessarily the actual e-mail address of the sender but could just as well be the "username". This is, according to the Respondent, a widely known method used in similar fraud attempts.

- Moreover, the Respondent doubts the validity of the Appellant's claim that he "*in a hurry"* had to sign a contract with the club Al-Shabab, as this agreement is further dated 16 July 2024, *id est* nine days before the Agent asked whether the Offer was fake. Since the transfer windows in Norway, Serbia and Saoudi Arabia did not close until September 2024, the transfer deadline was not even close, in July 2024 and according to his record on *Transfermarkt*, the Appellant has never been registered with Al-Shabab.

- As the Appellant, while knowing since 25 July 2024, that the Offer was fake filed a complaint before FIFA and provided a totally inconsistent documentary basis and would have dubiously attempted to document a countersignature on the fake Offer, his claim should be dismissed in application of Article 2 of the Swiss Civil Code, which provides that "[e]*very person must act in good faith in the exercise of his or her rights and in the performance of his or her obligations*" and that "[t]*he manifest abuse of a right is not protected by law*".

- With its Answer, the Respondent also presented a written statement from Mr. Nevland as well as a copy of his passport with his original signature. It appears very obvious that the signature on the Offer and that in the passport is not made by the same person. Mr. Nevland denies that he has ever negotiated an employment contract with the Player, nor that he has any knowledge or involvement in the Offer that was sent to the Player. In all previous fraud cases where the Club has been involved, no further steps have been taken, after he, on behalf of the Club, has explained that any given offer was a fake produced by a fraudster.

- Finally, the Respondent has submitted that according to CAS jurisprudence, a binding agreement requires consensus on its essential terms, and a clear intention to be legally bound. As the Offer was fake, and no contract offer was ever made by the Respondent, there can be no consensus between the Parties on any essential terms. Consequently, no agreement was ever made between the Parties, and the Player's claim should thus be dismissed.

C. The answers to the Sole Arbitrator's questions

38. In response to the CAS Court Office letter of 11 November 2025 inviting, on behalf of the Sole Arbitrator, each Party to answer several questions as listed above (cf. supra para. 30), the Parties submitted the following answers/exhibits:

The response of the Appellant

- "*1. Lack of familiarity with the RESPONDENT's signatures*

  The APPELLANT did not know, and had no reason to know, the signatures of any of the RESPONDENT's officials. He had never previously signed any document with the RESPONDENT and had no prior exposure to the genuine signatures of the club's President, Sporting Director or any other representative. Accordingly, he could not have realised that the signature appearing on the offer did not in fact belong to any authorised official of the RESPONDENT.

2. Right to be heard before the FIFA Dispute Resolution Chamber

The APPELLANT respectfully recalls that the RESPONDENT was duly notified of the claim before the FIFA Dispute Resolution Chamber and was granted a full opportunity to exercise its right to be heard and to present any objections or evidence it deemed appropriate. The RESPONDENT chose not to file any submissions in that procedure and remained in default. It is therefore not correct to suggest that the RESPONDENT was deprived of its right to contradict the APPELLANT's allegations at first instance.

3. Use of the official "@vikingfotball.no" domain and the APPELLANT as a victim

If there was indeed a fraudulent scheme by third parties, the APPELLANT is also a victim of such conduct. From his perspective, the communications appeared to come from the RESPONDENT itself, as the e-mail address used to send the offer contained the domain "@vikingfotball.no", which is the official domain used by the RESPONDENT on the worldwide web. As a foreign player, the APPELLANT had no technical means to detect any manipulation behind an address using the official club domain and was entitled to rely in good faith on the apparent authenticity of such communications.

For all these reasons, the APPELLANT respectfully maintains that he acted at all times in good faith and could not reasonably have identified any alleged forgery or fraud in connection with the offer he received."

- The Appellant did not submit any additional comments further to the CAS Court Office letter of 27 November 2025.

The response of the Respondent

- "*Reference is made to the letter from the CAS dated 11 November 2025, where the Respondent is asked to provide the most relevant parts of the documentation regarding the fraud case.*

  As mentioned in the Answer, the Respondent has extensive documentation relating to the fraud case, in addition to the confirmation of reported offence from the police, dated 11 June 2024 (Exhibit 1).

  In the period before the Respondent reported the case to the police, the club was contacted by several actors in the football industry, making the club aware that one particular person had been targeting clubs and players in a wide range of European countries. The method used was that the Fraudster showed interest in a specific player in an agency or in a club and used different fake agreements to try and make the victim pre-pay for example (fake) medical checks. The Fraudster is/was always using the logo of Viking FK, and the name, passport and (fake) e-mail – address of the club's sporting director, Mr. Erik Nevland.

The Respondent believes the Fraudster to be one and the same person mainly because the method of fraudulent behaviour is so similar from case to case, including the use of the same fake signature, as mentioned in the Answer (Exhibit 9). Please note that the same fake signature (the signature of a certain Mr. Hüseyin Aral) is being used in the below offers, and that these fraud attempts take place in the same time period as is relevant in the present case, i.e. June 2024.

[Exhibits 12-15, including emails relating to other faked contract offers]

The content of the fake contract offers in Exhibits 13-15 are almost identical to the one received by Mr. Bojan Cecaric (Annex 3 to the Appeal Brief).

Please also see attached so-called "Medical agreements", probably used by the Fraudster to make certain actors pre-pay for a (fake) medical examination. This is the method the Fraudster is using to actually receive funds from his victims.

[Three *"Medical Agreement"* relating to other faked contract offers]

In addition to this, the Respondent has received new information from the Serbian FA, which is relevant in this case. As stated in the Answer […]*, according to Transfermarkt the Appellant has never been registered with Al-Shabab. This is now confirmed in his Players Passport showing that the Appellant has never been registered with Al-Shabab, and in the accompanying e-mail from the Serbian FA confirming the same.*

[Exhibits 16-17: The Appellant Player's Passport and related exchange of emails between the Serbian and Norwegian FA]"

- On 5 December 2025, the Respondent in accordance with the instructions issued by the CAS Court Office in its letter of 27 November 2025 forwarded its final submissions in the matter stating:

  –"*Reference is made to the letter from the CAS dated 27 November 2025, following the request made by the Sole Arbitrator on 11 November 2025 and the Appellant's answer on 21 November 2025. In this submission, the Respondent will direct comments to the answer from the Appellant.*

  First, the Appellant did not provide an answer to the first question from the Sole Arbitrator relating to the police confirmation regarding the fraud case. The Respondent has no further comments.

  Secondly, the Sole Arbitrator asked the Appellant to "provide any proof that the alleged offer dated 26 June 2024 was in fact accepted by the Appellant, and if so, when and how this acceptance was made". The Appellant did not answer question and did not provide any further information or documentation on the topic. This is in line with what the Respondent set out in the Answer, and further strengthens the argument made by the Respondent that no agreement was entered into between the Parties.

Finally, the Appellant was asked to comment on the use of the fake signature. The Appellant explained that he did not know that the signature was not the signature of an authorized Viking representative. The Respondent acknowledges that this could be the case but does not see how that is relevant for this matter.

Instead of answering all three questions from the Sole Arbitrator, the Appellant directed comments to two other topics without being asked to do so. Therefore, the Respondent will make comments on these topics as well.

It is not correct, as stated by the Appellant, that the Respondent has suggested that it was deprived of its right to contradict the Appellant's allegations before the FIFA PSC. Section 2.2 of the Answer simply explains how the Respondent, for technical reasons, did not become aware of the FIFA proceedings before the decision had been made.

Finally, it is not correct as stated by the Appellant in section 3 of its letter that it had no reason to distrust the communications they received through e-mails and WhatsApp messages from the Fraudster, impersonating the Respondent. On the contrary, it is evidenced in Exhibits 3 and 5 to the Answer that (i) the Appellant was of the suspicion that the offer received was fake, and (ii) that the Respondent several times confirmed to the Appellant that the offer and communication was indeed fake and did not come from the club.

For the remaining topics relevant to this matter, the Respondent refers to the Answer and to the submission of 20 November 2025."

V. JURISDICTION

39. 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 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. […]"

40. The Appellant relies on Articles 56 and 57 of the FIFA Statutes as conferring jurisdiction on the CAS.

41. The jurisdiction of the CAS is not contested by the Respondent and is confirmed by the Parties' signature of the Order of Procedure. Thus, the Sole Arbitrator rules that he has jurisdiction to adjudicate in these proceedings.

VI. ADMISSIBILITY OF THE APPEAL

42. 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties."

43. According to Article 57 par. 1 of the FIFA Statutes, a decision made by the FIFA DRC may be appealed against before the CAS within 21 days of receipt of the notification of the decision.

44. The Appealed Decision was notified to the Parties on 14 April 2025. On 5 May 2025 by post and by email, the Appellant filed his Statement of Appeal with the CAS challenging the Appealed Decision in accordance with Articles R47 and R48 of the Code.

45. Hence, the Sole Arbitrator rules that the appeal filed by the Appellant was timely within the 21-days deadline pursuant to Article 57 par 1 of the FIFA Statutes. The appeal is therefore admissible and has not been contested by the Respondent.

VII. APPLICABLE LAW

46. Article R58 of the Code provides as follows:

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

47. According to Article R49(2) of the FIFA Statutes, "[t]*he 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*".

48. No choice of law has been made by the Parties. In his Statement of Appeal, the Appellant based his claim on Article 17 of the FIFA Regulations on the Status and Transfer of Players while, in its written submissions, the Respondent refers to Article 2 of the Swiss Civil Code.

49. Hence, the Sole Arbitrator rules that the dispute shall be decided in accordance with primarily, the FIFA Statutes and Regulations, in particular the FIFA Regulations on the

Status and Transfer of Players (FIFA RSTP), March 2023 edition, and, additionally, Swiss law.

VIII. MERITS

50. As a very important initial observation, the Sole Arbitrator wishes to stress that the material facts that were available in the first instance proceedings, when the Appealed Decision was made by the FIFA DRC on 13 March 2025 are now significantly changed, as key findings as regards an elaborate scam or fraud number have been disclosed during this CAS appeal procedure.

51. The reason for this significant development has of course to do with the unfortunate circumstances according to which the Respondent was not aware of the FIFA proceedings taking place due to a technical issue and was thus not an actively participating party in the first instance procedure. This meant that the Appealed Decision was reached by the FIFA DRC solely based on the submissions and facts presented by the Appellant before it.

52. The Respondent is, however, not in any way pursuant to the Code prevented from bringing forward new evidence and submissions at these CAS appeal proceedings.

53. The scope of the Sole Arbitrator's review in this matter is based on Article R57 of the Code, giving the Sole Arbitrator "*full power to review the facts and the law*". This so-called "*de novo*" review has been characterized by several previous CAS panels as "*basically unrestricted*" as far as it does not go beyond the scope of the previous litigation (see CAS 2025/A/3896). The Sole Arbitrator is of the opinion that he may therefore re-hear the matter afresh, and take into consideration new evidence, which has not been previously heard or taken into consideration when the Appealed Decision was made by the FIFA DRC. The Sole Arbitrator notes here that Article R57(3) of the Code, indeed provides that "[t]*he Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered*" and that exercising such discretionary power would not be appropriate in this case. Accordingly, the Sole Arbitrator deems himself able to hear and evaluate the new evidence, which has been brought forward now for the first time.

54. However, the Sole Arbitrator deems appropriate, as a starting point for the present appeal proceedings, to examine on which basis the FIFA DRC did not find that the Appellant's claim seemed plausible enough to obtain a verdict over the Club. In this context, the Sole Arbitrator puts emphasis on the following important sections from the Appealed Decision:

"*21. As a starting point, the DRC turned to the Offer and noted that it did indeed contain most of the essentialia negotii required by the jurisprudence to establish the validity of a contract: (i) it set out the name of the parties; (ii) the remuneration to be paid by the Club to the Player; and (iii) the duration of that contract.*

22. Notwithstanding the foregoing, the DRC also noted that, although the Offer appeared to have been signed by the Player at the bottom of the page, it did not contain any reference to his name or the date of his signature.

23. The Chamber also considered it crucial that the origin of the Offer seemed dubious. According to the DRC: whilst the Player claimed to have received the document by e-mail from Mr Nevland; the only evidence provided in this respect was a screenshot of an e-mail with an unknown source and no date.

24. The DRC was also observant that, although the Player claimed to have signed the Offer and returned it to the Club on or around the same date, he failed to provide any email exchange to support his acceptance. Indeed, the only evidence the Chamber found in the case file was the signed version of the Offer, with the exact same electronic signature that has been used in all documents submitted with this claim (e.g., the Power of Attorney and the Bank Account Registration Form), with the exception of the new contract."

55. The Sole Arbitrator concurs fully with these findings of the FIFA DRC, that the Offer indeed seemed "*dubious*". Despite the invitation of 11 November 2025 by the Sole Arbitrator for the Appellant to document essential, but unclear facts, it is still not possible for the Sole Arbitrator today to satisfactorily establish through evidence (i.) *when* the Offer was received by the Player, (ii.) *when* the Offer was signed by the Player, and finally (iii.) *when* the signed Offer was returned to the Club.

56. Nowhere in the file, can the Sole Arbitrator find answers with any comfortable satisfaction to these crucial questions, as there are no dated emails or letters to verify the narrative of the Appellant. On the contrary, and as pointed out by the Respondent in its submissions, the Appellant has in his Appeal Brief in fact added to the confusion by including a new screenshot of an email, allegedly from Mr. Nevland, stating: "*Hi. Here is your offer! Kind regards*", but that message appears to have been sent on *29 August 2024*, and not on 26 June 2024 (or around that date), as originally claimed by the Player, and referred to in the Appealed Decision vis-a-vis the quotation above.

57. This pattern of incohesive elements in the Appellant's factual presentation of the facts continues in the view of the Sole Arbitrator when one examines the email correspondence between the Agent and Mr. Nevland on 25 July 2024, where the Agent in no uncertain terms inquired if the Offer was "a fake", which Mr. Newland indisputably confirmed the same day.

58. This firm dismissal of the Offer as "a fake" by Mr. Nevland would, in the view of the Sole Arbitrator, have led any reasonable person to be very suspicious about the authenticity and validity of the Offer, regardless of the circumstances. Otherwise, the content of the Agent's email makes no sense, as he clearly must have had his own suspicions, since he felt the need to write such an email to the Club in the first place. Instead, it appears afterwards as though the Player and his lawyer, notwithstanding the information from Mr. Nevland, pushed ahead without making any further investigations and raised substantial economic claims on 12 September 2024 based on "breach of contract" considerations, which once more were rejected by the Club for the same reasons as stated in the message from July.

59. In this "*de novo*" review at the CAS, where the Sole Arbitrator has the opportunity to consider new and significant evidence, which the Respondent has brought forward, the Sole Arbitrator has come to the conclusion that the Offer in this matter, most likely appears to be just one of many attempts to defraud actors in the football industry.

60. Based on the evidence now at hand, the Sole Arbitrator is satisfactorily convinced that one or several fraudsters in recent years have been targeting clubs and players in many countries throughout Europe the same way that the Player was approached in this case. The *modus operandi* of the fraudster or fraudsters seems to the same in several documented instances.

61. Under cover of making a (very) lucrative - but fake - offer to a football player/his agent, the scam or fraud number appears always to have been contingent upon the one and same condition that the Player (and/or his agent) had to fulfil *before* the contact would be activated, namely that the Player/agent had to pay for a medical examination allegedly to "verify" to the Club that the Player was not injured, when he arrived in this new job. The expenses – in this case Euro 8,200 – would then later, when a satisfactory medical report had been obtained, be reimbursed by the Club. The Respondent has disclosed several similar so-called "medical agreements" where some players might have actually paid the stipulated sum into the fraudster's account.

62. In this, like the other, elaborate scams or fraud numbers, the Club has thus been the simple, but necessary, tool or instrument, which the fraudster has used to make his scam convincing, but the real victim is of course the Player who is induced into paying the stipulated amount for the medical examination in the hope that this – by comparison smaller out-of-pocket payment - would lead to a lucrative new employment contract. However, this deceiving behaviour by the fraudster does not put any blame on the Club, who has not in any way participated in the scam or otherwise acted negligent towards the Player.

63. On the contrary, the evidence shows that the Club quickly has warned the Player/ the Agent that he has been subject to an attempted fraud, and a report has been filed by the Club with the Norwegian police. The result of the police's investigation is not entirely clear as of now, but no arrests or convictions seem to have been made according to the information provided by the Respondent.

64. The knowledge of all of these (sad) cases of gross fraud in football was for obvious reasons not available when the Appealed Decision was made, but the FIFA DRC nevertheless was not convinced by the claims made by the Player and rejected his claim. However, due to the huge amount of new evidence that has come into the CAS case file, the Sole Arbitrator finds that the FIFA tribunal's considerations on the merits of the case cannot stand alone by themselves today. It will according to CAS jurisprudence be necessary to examine who bears the burden of proof for the alleged forgery of Mr. Nevland's signature in the Offer, and whether that burden has been lifted under the circumstances present.

65. Hence, as for the determination whether the signature found in the Offer to the Player was a forgery or not, the Sole Arbitrator notes that according to CAS jurisprudence it is usually

up to the party invoking a forgery of a signature to initiate proceedings before competent penal authorities or to request expert opinion (see for example CAS 2017/A/5092 at para. 67) and, in the absence of such steps, there is a presumption of authenticity until evidence to the contrary is presented. The burden of proof that the signature in the Offer is a forgery, and not Mr. Nevland's, would therefore first and foremost be on the Respondent.

66. Accordingly, the Respondent has maintained that the unreadable signature in the Offer that is referred to by the Player as Mr. Nevland's is in fact a "fake" signature presumably originating from a German doctor by the name of Mr. Hüseyin Aral which has been copied by the fraudster from an article on the internet. The Respondent has put forward a copy of said article with Dr. Hüseyin Aral's signature, which has a striking resemblance with the one found in the Offer.

67. When comparing the signature of Mr. Nevland shown in his passport with the one copied into the Offer, it is thus obvious from a "layman's" point of view that the signature on the Offer *prima facie* is not that of Mr. Nevland. To strengthen the forgery argument, the Respondent has submitted that the same (fake) signature has been used in all the other similar examples of scam or fraud, which the Respondent has documented in volumes before the CAS and while no criminal proceedings had been initiated for the present case, those previous cases already lead to the filing of the above-mentioned report to the Norwegian police.

68. Against this background, the Sole Arbitrator is satisfactorily convinced that the explanation rendered by the Respondent about the origin of the unreadable signature in the Offer is highly credible even though no expert opinion on the authenticity of the signature has been procured, and no decision had yet been issued by the Norwegian authority further to the Respondent's complaint.

69. In addition, the fact that the Appellant has been given amble opportunity to contest the submissions of the Respondent regarding the claim of the fake signature and has not in any way challenged or rebutted the presumption of a forgery, only underscores the evidentiary weight of the Respondent's position. Thus, the Sole Arbitrator finds with comfortable satisfaction that the signature used in the Offer was indeed a forgery and not Mr. Nevland' signature, and that the Respondent has lifted its burden of proof in this respect under the present circumstances.

70. These findings must overall also be seen in conjunction with the still unresolved discovery about the actual time of the Player allegedly signing and returning the Offer to the Club, for which the Player solely bears the burden of proof. Too many questions about these crucial issues still linger. In the Appealed Decision the FIFA DRC considered that "*....the Player had contradicted himself in his claim and had therefore failed to prove that (i) the Offer was made by the Club, (ii) even if it was, that he had formally accepted the terms proposed; and (iii) that the Offer was subsequently terminated so as to trigger the consequences of the employment relationship*". This conclusion remains unchanged today, as the Sole Arbitrator must come to the same result based on the evidentiary findings (or lack hereof) during these CAS proceedings.

71. Therefore, the Sole Arbitrator rules that a binding agreement requires the Parties' consensus on its essential terms, and a clear intention to be legally bound. As the Offer was forged, and no contract offer was ever made by the Respondent who, to the contrary, immediately replied to the Agent's query and stated that the Offer was fake, there can be no consensus between the Parties on any essential terms. The Respondent has with comfortable satisfaction provided credible evidence that the Offer in question was the work of a fraudster, who on several other occasions have tried to scam or trick players/agents into paying for medical examinations in the hope to obtain a lucrative employment contract. Consequently, no agreement was ever made between the Parties, and the Player's claim should thus be dismissed.

72. In conclusion and based on the above considerations, the Sole Arbitrator decides to reject the Appellant's appeal in its entirety and to confirm the Appealed Decision.

IX. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Bojan Cecaric on 5 May 2025 is dismissed.
2. The decision issued on 13 March 2025 by the FIFA Dispute Resolution Chamber to dismiss Bojan Cecaric's claim again Viking Fotballklubb in case no. FPSD-17943 is upheld in its entirety.
3. (…).
4. (…).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 16 April 2026

THE COURT OF ARBITRATION FOR SPORT

Lars Halgreen
Sole Arbitrator