



**TAS / CAS**

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

**CAS 2025/A/11560 Future FC v. FIFA and Marouane Sahraoui**

## **ARBITRAL AWARD**

delivered by the

## **COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland

**in the arbitration between**

**Future FC**, Cairo, Egypt

Represented by Mr Nehad Mossad Ibrahim Hagag, Attorney-at-Law, Ismailia, Egypt

**- Appellant -**

and

**Fédération Internationale de Football Association**, Zurich, Switzerland

Represented by Mr Rodrigo Morais, Senior Legal Counsel at its Litigation Department, Coral Gables (FL), USA

**- First Respondent -**

**Marouane Sahraoui**, Tunisia

Represented by Mr Loizos Hadjidemetriou, Attorney-at-Law, Loizos Hadjidemetriou & Associates L.L.C., Nicosia, Cyprus

**- Second Respondent -**

## I. PARTIES

1. Future FC is a football club with its registered office in Cairo, Egypt (the “Club” or the “Appellant”). It is a member of the Egyptian Football Association (“EFA”), itself affiliated with the *Fédération Internationale de Football Association*.
2. The *Fédération Internationale de Football Association* (“FIFA”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the governing body of international football at worldwide level. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.
3. Mr Marouane Sahraoui is a professional football player, born on 9 January 1996 and of Tunisian nationality (the “Player”).
4. FIFA and the Player are jointly referred to as the “Respondents”.
5. The Club and the Respondents are jointly referred to as the “Parties”.

## II. FACTUAL BACKGROUND

6. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions and evidence will be made, where relevant, in connection with the legal analysis 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 deems necessary to explain his reasoning.

### A. *The proceedings before the FIFA Disciplinary Committee*

7. On 29 January 2022, the Player and the Club entered into an employment contract, valid as from the date of its signature until the end of the 2024/2025 season.
8. On 2 November 2022, the Player lodged a claim against the Club before the FIFA Dispute Resolution Chamber (“DRC”), requesting to be awarded outstanding remuneration and compensation for breach of contract in the total amount of USD 1,156,660 and EGP 370,000, plus 5% interest *p.a.* as from the respective due dates.
9. On 11 May 2023, the DRC issued the following decision, under the Ref. No. FPSD-8081 (the “DRC Decision”):

“1. *The claim of the Claimant, Marouane Sahraoui, is partially accepted.*

2. *The Respondent, Future FC, must pay to the Claimant the following amount(s):*

- *USD 41,660 and EGP 50,000 as outstanding remuneration plus 5% interest p.a. as follows:*

- *On the amount EGP 10,000, as from 1 May 2022 until the date of effective payment;*
- *On the amounts of USD 2,730 and EGP 10,000, as from 1 June 2022 until the date of effective payment;*
- *On the amount EGP 10,000, as from 1 July 2022 until the date of effective payment;*
- *On the amount EGP 10,000, as from 1 August 2022 until the date of effective payment;*
- *On the amounts of USD 7,680 and EGP 10,000, as from 1 September 2022 until the date of effective payment;*
- *On the amount of USD 31,250, as from 2 September 2022 until the date of effective payment.*
- *USD 900,000 and EGP 370,000 as compensation for breach of contract, plus interest 5% interest p.a. as from 4 September 2022 until the date of effective payment.*

3. *Any further claims of the Claimant are rejected.*

4. *[...].*

5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*

1. *The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*

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

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

10. In a timely manner, the Club filed an appeal against the DRC Decision with the Court of Arbitration for Sport (“CAS”). The dispute was recorded as CAS 2023/A/9761.

11. On 28 May 2024, the CAS rendered its award partially upholding the Club’s appeal (“CAS Award”). It ruled as follows:

“[...]

1. *The Appeal filed on 26 June 2023 by Future FC against the [DRC Decision] is partially upheld.*
2. *The [DRC Decision] is confirmed save for point 2 which is amended as follows:  
“2. Future FC must pay to Marouane Sahraoui the following amount(s):*
  - *USD 41,660 and EGP 50,000 as outstanding remuneration plus 5% interest p.a. as follows:*
    - *On the amount of EGP 10,000, as from 1 May 2022 until the date of effective payment;*
    - *On the amounts of USD 2,730 and EGP 10,000, as from 1 June 2022 until the date of effective payment;*
    - *On the amount of EGP 10,000, as from 1 July 2022 until the date of effective payment;*
    - *On the amount of EGP 10,000, as from 1 August 2022 until the date of effective payment;*
    - *On the amounts of USD 7,680 and EGP 10,000, as from 1 September 2022 until the date of effective payment;*
    - *On the amount of USD 31,250, as from 2 September 2022 until the date of effective payment;*
  - *USD 813,092.76 and EGP 370,000 as compensation for breach of contract, plus 5% interest p.a. as from 4 September 2022 until the date of effective payment.*
3. *All the remaining parts of the [DRC Decision] are confirmed.*
4. *The costs of the arbitration, to be determined and served to the Parties by the CAS Court Office, shall be allocated on Future FC by 90% and on Mr Marouane Sahraoui by 10%.*
5. *Future FC shall pay to Mr Marouane Sahraoui a contribution in the amount of CHF 4,000 [...] towards the legal fees and other expenses incurred by the latter in relation to the present arbitration proceedings.”*

12. It is undisputed that the CAS Award has become final and binding.

13. On 10 August 2024, the Club and the Player signed the following settlement agreement (the “Settlement Agreement”):

*“[...] on 28/05/2024 CAS issued a decision finding that the club breached the contract without just cause and thus ordering the Club to pay the Player due payables and compensation, as stipulated in paragraph 2, page 32 of the CAS AWARD, plus 90% of the costs of the arbitration, plus CHF 4,000 as contribution towards the Player’s legal fees [...]. [A]s part of the efforts of the new management of [the Club] to end all disputes and cases before the sports courts that arose during*

*the era of the previous management [...] the Parties have agreed to enter into an amicable settlement [...].*

1. *The preamble of the present agreement constitutes an integrated part of it.*
2. *The amounts, including legal interest, which according to the CAS Award the Club has to pay to the Player, are as follows:*
  - i. *USD 937,113.03 [...]*
  - ii. *EGP 449,753.43 [...]*
  - iii. *CHF 4,000 [...]*
3. *In addition to the amounts stipulated above, for the sake of an amicable settlement and having in mind that as a result of the signing of the present agreement the Player agrees that the Club shall not pay any further legal interest, the Club shall pay to the Player the following additional amounts:*
  - i. *CHF 5,200, representing the 10% of the CAS procedural costs which are to be borne by the Player*
  - ii. *EUR 3,000, representing the Player's legal fees*
4. *Having in mind the amounts mentioned in clauses 2 and 3 above, the total amounts which the Club will pay to the Player [are] the following:*
  - i. *USD 937,113.03*
  - ii. *EUR 3,000*
  - iii. *CHF 9,2000*
  - iv. *EGP 449,753.43*
5. *The amounts stipulated in clause 4 above shall be paid over three sets of payments, [the last instalment being due on 28/02/2025 and amounting to USD 187,422.61 and EGP 89,950.69]*
6. *[...]*
7. *Regarding the amounts specified above that are in a currency other than EUR, these shall be paid to the Player in EUR. The conversion will be based on the exchange rate of the specified currency to EUR on the date each payment is made.*
8. *Should the Club fail to **timely and fully comply** with any of the agreed payments, all of the remaining payments shall become immediately due and payable, shall bear a legal interest of 18% per annum until full settlement and the Club shall also have to pay a one-off penalty, equal to the 50% of all remaining amounts.*
9. *The Club expressly agrees that the above-mentioned amounts and interest rates are proportionate and reasonable, and the Club understands that Mr. Marouane Sahraoui would not have entered into this Settlement Agreement without being reassured by the provisions in question.*
10. *All amounts stated above are net of tax [...]*

11. [...]
12. [...]
13. [...]
14. *Any dispute relating to the interpretation or execution of this agreement shall be submitted to the FIFA Disciplinary Committee [...].”*
14. On 9 December 2024, the CAS Court Office informed the Player and the Club of the detailed breakdown and allocation of the arbitration costs to be paid. According to this communication, the Club was required to reimburse CHF 14,647.50 to the Player, in addition to the amounts set forth in the CAS Award.
15. On 6 and 28 January 2025, the Player issued payment requests concerning the arbitration costs to the Club, but no response was received and the amounts remained unpaid.
16. On 28 February 2025, the last instalment stipulated in the Settlement Agreement, amounting to USD 187,422.61 and EGP 89,950.69, fell due.
17. On 7 March 2025, the Player issued a payment notice to the Club concerning the amounts due in relation to the last instalment stipulated in the Settlement Agreement, which the Club settled on 17 March 2025.
18. On 8 May 2025, the Player filed a complaint before the FIFA Disciplinary Committee pursuant to Article 21 of the applicable FIFA Disciplinary Code (“FDC”) following the Club’s failure to respect the Settlement Agreement. The Player requested the FIFA Disciplinary Committee to impose a sanction upon the Club and, in accordance with the penalty clause set out in Articles 7 and 8 of the Settlement Agreement, the Club be ordered to pay the sums of EUR 86,214 and EUR 809.55 (corresponding respectively to USD 93,711.31 [i.e., 50% of USD 187,422.61] and EGP 44,975.34 [i.e., 50% of EGP 89,950.69]) as well as CHF 14,647.50 “as reimbursement of the CAS arbitration costs as per the CAS letter of 9 December 2024”.
19. In the proceedings before the FIFA Disciplinary Committee, the Club submitted that the dispute, arising from the Settlement Agreement, was contractual in nature and therefore fell under the exclusive jurisdiction of the FIFA Dispute Resolution Chamber. The Club further contended that by signing the Settlement Agreement, the Player and the Club resolved all prior disputes, including those related to arbitration costs. Regarding the penalty clause, the Club maintained that the payment of the last instalment due on 28 February 2025 was delayed as a result of bank holidays and restrictions on foreign currency transactions in Egypt, which the Club alleged constituted force majeure. The Club also submitted that the Player’s claim was invalid as it was filed after all the payments obligations were fulfilled and because the Player failed to grant the mandatory 15-day written notice required under FIFA regulations before taking action.
20. In a decision rendered on 22 May 2025, the FIFA Disciplinary Committee held that it had jurisdiction over the dispute pursuant to Article 21.9 FDC and Article 14 of the Settlement Agreement. It recalled that the Player and the Club freely signed the Settlement Agreement, which included an unequivocal penalty clause, under which the

Club was held liable for failing to pay the third instalment within the contractually agreed deadline. The FIFA Disciplinary Committee rejected the Club's claim of force majeure, emphasizing that banking issues do not qualify as such and that the Club had not demonstrated any real impossibility to make the payment in a timely manner. Furthermore, the FIFA Disciplinary Committee dismissed the Club's claim that the Player was required to give a 15-day written notice before legal action, clarifying that such a rule under Article 14bis of the Regulations on the Status and Transfer of Players ("RSTP") applies only to contract terminations for unpaid salaries and not to settlement agreements. Finally, the FIFA Disciplinary Committee "*held that the [Club] is not liable to pay the CHF 14,647.50 in arbitration costs as awarded in the CAS Decision. In this regard, the Committee noted that the parties, through the Settlement Agreement, effectively novated the CAS Decision. This is evident from the fact that the preamble – which forms an integral part of the agreement – expressly referenced 90% of the arbitration costs as part of the amounts considered in the Settlement Agreement. Furthermore, the parties did not include any express reservation excluding the arbitration costs from the scope of the Settlement Agreement, thereby indicating their intention to resolve all outstanding financial claims related to the CAS Decision.*"

21. As a result, on 22 May 2025, the FIFA Disciplinary Committee issued the following decision, under the Ref. No. FDD-24002: "[...]
  1. [The Club] is found responsible for failing to comply in full with a settlement agreement in relation to the award issued by the Court of Arbitration for Sport on 28 May 2024 (CAS 2023/A/9761).
  2. [The Club] is ordered to pay to the [Player] as follows:
    - USD 93,711.31 and EGP 44,975.35 as contractual penalty under the settlement agreement
  3. [The Club] is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid."
22. On 10 June 2025, the Parties were notified of the decision issued by the FIFA Disciplinary Committee (the "Appealed Decision").

### III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 29 June 2025, the Club lodged its Statement of Appeal with the CAS against the Appealed Decision in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (2023 edition) (the "Code").
24. On 1 July 2025, the Club filed an application for Provisional Measures pursuant to Article R37 of the Code, requesting that "*the execution of the [Appealed Decision] be suspended until the final ruling in the present appeal*".

25. On 3 July 2025, the CAS Court Office acknowledged receipt of the Club's Statement of Appeal and Request for Provisional Measures as well as of its payment of the CAS Court Office fee. It took note that the Club had opted for English as the language of arbitration and, in this respect, informed the Respondents that, unless they objected within three days, the procedure would be conducted in English. The CAS Court Office gave the Respondents a) five days to comment on the Club's request to refer the present matter to a sole arbitrator and b) ten days to file their position on the Club's Request for Provisional Measures. It also confirmed that the Club's application for a ten-day extension of its time to file its Appeal Brief was granted.
26. On 20 July 2025, the Club filed its Appeal Brief in accordance with Article R51 of the Code.
27. On 22 July 2025, the CAS Court Office acknowledged receipt of the Appeal Brief filed by the Club and invited the Respondents to submit their Answer within twenty days.
28. On 23 July 2025, the Club withdrew its Request for Provisional Measures.
29. On 1 and 4 August 2025 respectively, FIFA and the Player requested the time limit to file their Answer to be fixed once the advance of costs had been fully paid by the Club. The Respondents' requests were granted by the CAS Court Office.
30. On 29 August 2025, the CAS Court Office informed the Respondents that the Club had paid its share of the advance of costs and invited them to submit their Answer within twenty days.
31. On 16 and 17 September 2025 respectively, FIFA and the Player requested a twenty-day extension of the deadline to file their Answer, which was granted following the Club's tacit consent.
32. On 2 October 2025, FIFA requested that the Club or, alternatively the CAS Court Office, provide a copy of a CAS award cited by the Club in support of its Appeal. It requested that the time limit for filing its Answer be suspended until said jurisprudence was provided.
33. On 3 October 2025, the CAS Court Office confirmed that the CAS award referred to by FIFA in its letter of 2 October 2025, did not exist. It invited the Club to clarify the correct reference of the award it intended to quote by 6 October 2025. The CAS Court Office confirmed that FIFA's deadline to file its Answer was suspended until further notice.
34. On 3 October 2025, FIFA informed the CAS Court Office that it had identified "*additional awards referenced by the [Club] in its Appeal Brief which may either not exist or, at least, are not available in the publicly accessible CAS database*". FIFA requested the CAS Court Office to confirm whether these awards exist.
35. On 3 October 2025, the CAS Court Office confirmed that the two awards cited by FIFA in its second letter of 3 October 2025 existed but seemed irrelevant for the present arbitration proceedings. As a result, the CAS Court Office invited the Club to file by 6

October 2025 “copies of all Awards mentioned in the Appeal Brief, and, as the case may be, correct any erroneous references resulting from clerical mistakes”. It specified that “[the Club] shall not be authorised to file any additional jurisprudence, nor any additional comment”.

36. On 5 October 2025, the Club filed one CAS award it had intended to include in its Appeal Brief with the reference CAS 2016/A/4473.
37. On 7 October 2025, the CAS Court Office acknowledged receipt of the Club’s email of 5 October 2025 and noted that the Club had “corrected only one of the several incorrect case law citations in its Appeal Brief. As the [Club], despite having been afforded the opportunity to remedy the deficiencies in its submissions, has failed to do so, FIFA (and the Second Respondent) is invited to consider the Appeal Brief as it stands and to file any comments they deem appropriate. Accordingly, the suspension of FIFA’s time limit to file the Answer is lifted”.
38. On 8 and 9 October 2025 respectively, the Player and FIFA filed their Answer in accordance with Article R55 of the Code.
39. On 10 October 2025, the CAS Court Office acknowledged receipt of the Respondents’ Answers and informed the Parties that the President of the CAS Appeals Arbitration Division had appointed Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland as Sole Arbitrator. The CAS Court Office invited the Parties to state by 14 October 2025 whether their preference was for a hearing to be held in the present matter and whether they requested a case management conference.
40. On 15 October 2025, the CAS Court Office noted that none of the Parties had requested a hearing in these arbitration proceedings.
41. On 21 October 2025, the CAS Court office informed the Parties that the Sole Arbitrator deemed himself sufficiently well informed to issue his decision solely on the basis of the written submissions and provided them with the Order of Procedure.
42. The Order of Procedure was returned duly signed by the Player on 21 October 2025 and by the Club and FIFA on 27 October 2025. By signing the Order of Procedure, the Parties confirmed their agreement that the Sole Arbitrator decide the matter based solely on their written submissions and that their right to be heard had been respected.

#### **IV. SUBMISSIONS OF THE PARTIES**

##### **A. The Appellant**

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

“[The Club] respectfully requests the Panel to:

1. Grant provisional relief by suspending the execution of the [Appealed Decision], pending the final resolution of this appeal, in accordance with the [Club’s] request for suspensive effect.

2. *Annul the [Appealed Decision].*
3. *Dismiss the claim filed by [the Player] in full.*
4. *Order the Respondents to bear the costs of the arbitration proceedings.”*

44. The submissions of the Club, in essence, may be summarized as follows:

- The FIFA Disciplinary Committee lacked jurisdiction, as the dispute is purely contractual and should have been heard by the FIFA Dispute Resolution Chamber (“DRC”). *“The dispute relates to the interpretation and execution of a private settlement agreement, and not to the enforcement of a final and binding decision under Article 15 [FDC].”*
- Pursuant to Article 14bis RSTP, the Player was required to issue a written notice granting the Club at least fifteen days to fulfil its financial obligations prior to submitting a claim. In the present matter, the Player sent the formal notice on 7 March 2025. The Club replied on 17 March 2025, *i.e.* within 10 days, by *“confirming the transfer and providing documentation”*. The full amount was credited to the Player’s account on 21 March 2025, *i.e.* within 14 days of the notice. *“This swift and documented response undermines any allegation of bad faith or prolonged default”*. *“[The] failure to observe the mandatory 15-day notice renders the complaint inadmissible”*.
- *“It is uncontested that the full payment was made before the player submitted his complaint to FIFA. According to Article 15 (1) of the FIFA Disciplinary Code (2023), disciplinary sanctions may only be imposed in cases of continued non-compliance. [...] There was no outstanding debt at the time the proceedings commenced. [...] The claim lacked legal standing, and thus any sanction imposed is legally unfounded. [...] Therefore, no disciplinary violation existed at the time the complaint was lodged. [...] The disciplinary decision lacks legal basis and should be annulled on this ground”*.
- The transfer ban imposed upon the Club is manifestly disproportionate given a) the brief delay in paying the outstanding amounts, b) the absence of bad faith and c) the lack of harm to the Player.
- The Club’s payment delay resulted from extraordinary economic conditions in Egypt, that amount to force majeure. It included *“[s]harp currency devaluation and scarcity of USD [and restrictions] on outgoing foreign payments due to banking controls”* as evidenced by the Official Report on the Foreign Currency Crisis. Having acted in good faith and ultimately fulfilled its obligations, the Club cannot be held liable for circumstances that were beyond its control.
- The Player’s counsel acted in bad faith by attempting to claim CHF 14,647.50 in CAS arbitration costs, despite this amount being expressly waived under the Settlement Agreement. Such behaviour constitutes an abuse of process, aimed

at obtaining unjustified enrichment, and should be considered in assessing the Player's conduct in these arbitration proceedings.

## **B. The Respondents**

### FIFA

45. In its Answer, FIFA submitted the following requests for relief:

*“In view of all the above, FIFA requests the Sole Arbitrator to issue an award on the merits:*

- a. Rejecting the reliefs sought by the [Club] and dismissing the appeal in full;*
- b. Confirming the Appealed Decision; and*
- c. Ordering the [Club] to bear the full costs of these arbitration proceedings and to pay a contribution to FIFA's legal fees and other expenses in an amount to be determined by the Panel”.*

46. FIFA's submissions, in essence, may be summarized as follows:

- The Club *“failed to pay the third instalment of the Settlement Agreement within the agreed deadline of 28 February 2025, thereby triggering the automatic consequences expressly stipulated in Clause 8 of the Settlement Agreement - namely, the obligation to pay a one-off penalty equal to 50% of all outstanding amounts.”* While the third instalment was eventually paid on 21 March 2025, the contractual penalty remained outstanding, meaning that the Club continued to be in breach of Article 21 FDC and subject to disciplinary sanctions. The fact that the Club eventually paid the third instalment of the Settlement Agreement before the Player filed the complaint before the FIFA Disciplinary Committee is irrelevant.
- The Club's allegation that the FIFA Disciplinary Committee lacked jurisdiction is unfounded. Its position not only ignores the 2023 revisions to the FDC, expressly granting the FIFA Disciplinary Committee competence to enforce settlement agreements connected to final FIFA or CAS awards, but also contradicts Article 14 of the Settlement Agreement, under which both the Club and the Player expressly accepted the FIFA Disciplinary Committee's jurisdiction over any dispute arising between them.
- The assertion that the Player was required to issue a fifteen-day notice under Article 14bis RSTP is without factual or legal basis. This provision is irrelevant in the case at hand as it is limited to situations involving the termination of employment contracts for outstanding remuneration. *“[There] exists no legal requirement, whether under Swiss law or the FDC, obliging a creditor to grant a debtor a grace period, not even to place it in default in writing, in order to request the enforcement of a settlement agreement and, in specific, the application of a penalty stipulated therein.”*

- *“As to the supposedly “imposed” registration ban, no sanction has yet been imposed on the [Club], with the registration ban being merely potential under Article 21(1)(d) FDC, constituting a conditional and proportionate enforcement mechanism that would only take effect upon the [Club’s] continued default and would cease immediately upon full payment - a measure which is entirely consistent with the principles of proportionality and predictability under FIFA’s disciplinary framework.”*
- The Club justified the delayed payment of the third instalment by invoking alleged extraordinary economic circumstances in Egypt, which it claimed amounted to force majeure. However, CAS case law consistently rejects financial hardship or currency issues as valid grounds for force majeure or for avoiding contractual obligations. Moreover, the Club’s evidence fails to show any direct link between those conditions and its payment default, thus not meeting the burden of proof required to establish force majeure.
- The sanction is certainly not disproportionate. The brief delay in paying the third instalment is irrelevant, as the Club remains in breach of Article 21 FDC for not paying the agreed contractual penalty. Contrary to the Club’s assertions, the breach was not promptly remedied since the penalty remains unpaid, and the Club still disputes its obligation to pay it. *“Finally, it is immaterial whether the Player suffered any harm, since Article 21(1)(d) FDC does not require proof of damage as a precondition for disciplinary liability, the relevant criterion being the debtor’s non-compliance with a binding decision or settlement agreement. The purpose of Article 21(1)(d) FDC is precisely to safeguard the integrity and enforceability of FIFA decisions by ensuring that parties comply promptly and fully with financial obligations, irrespective of any subjective considerations or alleged absence of harm”.*
- *“[The Club] contends that the Player’s counsel acted in bad faith and committed a procedural abuse during the disciplinary proceedings before the Disciplinary Committee by claiming CAS arbitration costs, which the Disciplinary Committee ultimately determined that the [Club] was not liable to pay. [...]. However, the [Club] does not develop any concrete position or argument explaining how this alleged conduct by the Player’s counsel could have had any bearing on the present proceedings. Consequently, this allegation is entirely irrelevant and must be disregarded in its entirety”.*

### The Player

47. In his Answer, the Player submitted the following requests for relief:

*“[The Player] is calling CAS to:*

- A. Reject the present appeal in its entirety.*
- B. Order the [Club] to pay all the procedural costs and any other expenses arising out of the present proceedings.*
- C. Order the [Club] to pay a contribution towards the legal fees of [the Player].”*

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

- In accordance with Article 21.9 FDC, FIFA Circular no. 1867 and Article 14 of the Settlement Agreement, the FIFA Disciplinary Committee has exclusive jurisdiction to adjudicate the present dispute.
- The matter at hand relates to the non-payment of the contractual penalty set out in the Settlement Agreement. Contrary to the Club's allegations, it does not fall under Article 14bis RSTP, which exclusively governs the termination of employment contracts with just cause for outstanding salaries.
- Pursuant to the Settlement Agreement, the Club was obliged to pay the third instalment by 28 February 2025. Having failed to do so, "*Clause 8 of the Settlement Agreement was triggered, thereby rendering the contractual penalty immediately due and payable [...]. The fact that the [Club] settled the third instalment after the contractually penalty was triggered, does not cure its default nor does it invalidate the penalty.*"
- "*The [Club's] submissions that the sanction provided for in the Decision is manifestly disproportionate is unfounded. Art. 21(1)(d) of the FIFA Disciplinary Code unequivocally provided that, in the event of persistent default or failure to comply fully with a decision within the prescribed deadline, a transfer ban shall be imposed until the outstanding obligations have been discharged. The wording of the provision grants no discretion to the Disciplinary Committee to withhold the imposition of such sanction once non-compliance has been established and provided in FIFA Circular No. 1681, the imposition of a transfer ban constitutes the standard sanction imposed under the said Article and as such cannot be held to be grossly disproportionate*". The transfer ban upholds contractual stability and enforces the principle of *pacta sunt servanda* by deterring persistent default. The Club's assertions regarding the eventual payment of the third instalment, lack of bad faith, or administrative delay are irrelevant, as the contractual penalty remains outstanding.
- The conditions for *force majeure* are not met in the present case. The Club argues that it was unable to make the payment due to the sharp currency devaluation and the scarcity of USD, whereas the payments were contractually due in euros. Moreover, the Club failed to provide any evidence demonstrating that it was objectively impossible to make payments in USD. "*Regarding the present case, the Egyptian foreign currency crisis is a situation that has been ongoing since 2023. This is further proven by the fact that the majority of sources cited by the [Club] are dated 2023 and 2024, hence, the [Club] was fully aware of the situation when signing the contract and could have reasonably foreseen the potential difficulties in making payments and a possible shortage of USD, despite the fact that the payments were agreed to be in EUR. Notably, the first two instalments due under the Settlement Agreement were made in full and on time, during the same period in which the alleged economic challenges and currency controls were already in effect. The second instalment was due just three months prior to the third, and no issues were raised at that time, further weakening the [Club's] claim.*"

[...] *Further to the above, being fully aware of the ongoing situation, the [Club] had an ample of opportunities to contact [the Player] prior to the due date of the third instalment in order to explain the circumstances and request an alternative method of payment, for example in a different currency. The [Club] failed to do so. This omission further demonstrates that the performance of the contractual obligation was not rendered impossible, but rather that the [Club] failed to take reasonable and proactive steps to ensure compliance”.*

- The Club’s allegations that the Player’s legal counsel acted in bad faith and committed a procedural abuse during the disciplinary proceedings before the FIFA Disciplinary Committee by claiming CAS arbitration costs, are completely irrelevant and cannot excuse the Club’s failure to comply with the Settlement Agreement.

## V. JURISDICTION

49. Article R47 (1) of the Code provides as follows:

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

- 50. According to Article 50 (1) of the applicable FIFA Statutes, *“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”.*
- 51. The Appealed Decision also includes a note confirming CAS jurisdiction, stating that under Article 50(1) of the FIFA Statutes and Articles 52 and 61 of the FIFA Disciplinary Code, it may be appealed to CAS within 21 days of notification.
- 52. The Parties rely on the above provisions in conferring jurisdiction to CAS, which is further confirmed by the Order of Procedure duly signed by them.
- 53. It follows that the CAS has jurisdiction to decide on the present dispute.

## VI. ADMISSIBILITY

- 54. The Appealed Decision was notified to the Appellant on 10 June 2025. The Appellant lodged its Statement of Appeal with CAS on 29 June 2025.
- 55. Consequently, the appeal was filed within the deadline of 21 days set by Article 50 (1) of the applicable FIFA Statutes. It complied with all other requirements of Articles R48 and R49 of the Code, including the payment of the CAS Court Office fee.
- 56. It follows that the appeal is admissible.

## VII. APPLICABLE LAW

57. 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

58. Article 49 (2) of the FIFA Statutes provides as follows:

*“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”.*

59. The Settlement Agreement does not contain any provision regarding the applicable law.

60. On the basis of the clear wording of Article R58 of the Code and Article 49 (2) FIFA Statutes, the present dispute shall be resolved primarily according to the various regulations of FIFA and, additionally, Swiss law.

61. With respect to the applicable edition of the FDC, Article 4(1) of the 2023 edition provides that it applies to *“all disciplinary offences committed following the date on which it comes into force.”* The 2023 edition of the FDC entered into force on 1 February 2023, whereas the disciplinary offence committed by the Club — namely, the failure to comply with the Settlement Agreement — occurred on 1 March 2025. Accordingly, the 2023 edition of the FDC governs the present case. It can be observed that, in their submissions, all the Parties referred to the 2023 edition of the FDC.

## VIII. THE MERITS

62. In its Appealed Decision, the FIFA Disciplinary Committee found the Club guilty of failing to comply with the Settlement Agreement, ordered it to pay the Player USD 93,711.31 and EGP 44,975.35 as a contractual penalty, and granted a final 30-day deadline to pay, after which a transfer ban would apply until full payment is made.

63. In view of the Club’s arguments raised in its Appeal Brief, the issues to be decided by the Sole Arbitrator are:

- A. Did the FIFA Disciplinary Committee have jurisdiction to hear the present dispute?
- B. Did the Player fail to comply with Article 14bis RSTP when he filed a complaint before the FIFA Disciplinary Committee?

- C. Did the payment of the third instalment render the subsequent claim moot, given that, allegedly, no disciplinary violation existed at the time the complaint was lodged before the FIFA Disciplinary Committee?
- D. Is the sanction imposed by the FIFA Disciplinary Committee disproportionate?
- E. Was the Club's delay in paying the third instalment due to extraordinary economic conditions in Egypt that amount to force majeure?
- F. Did the conduct of the Player's legal counsel amount to an abuse of process or bad faith that may be relevant in assessing the consequences of the Club's non-compliance with the Settlement Agreement?

**A. *Did the FIFA Disciplinary Committee have jurisdiction to hear the present dispute?***

- 64. According to the Club, the FIFA Disciplinary Committee did not have jurisdiction to hear the present dispute.
- 65. Article 21 (9) FDC reads as follows:

*“The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS.”*

- 66. The FIFA Council introduced this provision with the 2023 edition of the FDC, which the Parties agree applies to this case. The rationale for this amendment and its scope are explained in the FIFA Circular n° 1867 of 7 December 2023, entitled “*Failure to respect settlement agreements – competence of the FIFA Disciplinary Committee*”. With regard to “*Settlement agreements concluded after a financial decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS*”, this document provides the following clarifications:

*“Based on its wording, the scope of article 21 paragraph 9 of the FDC should, in principle, be limited to those agreements concluded “in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS”.*

*Notwithstanding the foregoing and taking into account the rationale behind the implementation of such provision as explained supra, it is considered that the competence granted to the Disciplinary Committee under article 21 paragraph 9 of the FDC shall also cover agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS.*

*In other words, following the notification of such decision rendered by FIFA or CAS, if the relevant parties then conclude a private settlement agreement in order to settle their dispute, the Disciplinary Committee shall also be competent to*

*enforce such agreement in accordance with article 21 paragraph 9 of the FDC, without the need for a new complaint to be lodged before the Football Tribunal (or the relevant competent body as chosen by the parties).*

*Similarly, the above shall exclusively apply to those agreements concluded following the entry into force of the 2023 edition of the FDC, i.e. as from 1 February 2023.”*

67. In the present case, the DRC Decision was issued following a claim lodged before the FIFA Football Tribunal by the Player for breach of contract. The DRC awarded the Player “USD 41,660 and EGP 50,000 as outstanding remuneration plus 5% interest” as well as “USD 900,000 and EGP 370,000 as compensation for breach of contract, plus 5% interest p.a. as from 4 September 2022 until the date of effective payment.” On appeal before the CAS, the compensation for breach of contract was reduced to “USD 813,092.76 and EGP 370,000, plus 5% interest p.a. as from 4 September 2022 until the date of effective payment.”
68. On 10 August 2024, the Club and the Player concluded the Settlement Agreement, the preamble of which expressly refers to the CAS Award, the amounts granted therein to the Player, and specifies that the Settlement Agreement resulted from “the efforts of the new management of [the Club] to end all disputes and cases before the sports courts that arose during the era of the previous management” (emphasis added).
69. In view of the foregoing, it is evident that the Settlement Agreement was concluded in connection with the DRC Decision and the subsequent CAS Award, with the purpose of resolving the dispute that was the object of “a decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS” as provided for by the FIFA Circular n° 1867 of 7 December 2023.
70. The Sole Arbitrator notes that the Settlement Agreement was concluded on 10 August 2024, i.e. after the entry into force of the 2023 edition of the FDC. It follows that the FIFA Disciplinary Committee has jurisdiction to enforce it. The Sole Arbitrator also notes that the Appellant has not contested the validity of the Settlement Agreement itself. Accordingly, the FIFA Disciplinary Committee can properly proceed with enforcement because there is no dispute about the validity of the Settlement Agreement. Furthermore, this conclusion is consistent with the express intention of the Club and Player, as reflected in Article 14 of the Settlement Agreement, which provides that “[any] dispute concerning the interpretation or execution of this agreement shall be submitted to the FIFA Disciplinary Committee”.
- B. Did the Player fail to comply with Article 14bis RSTP when he filed a complaint before the FIFA Disciplinary Committee?**
71. The Club submits that the Player’s complaint before the FIFA Disciplinary Committee is invalid, as no prior written notice was issued granting the Club a period of at least fifteen days to fulfil its financial obligations, as required by Article 14bis RSTP.

72. Article 14bis RSTP is entitled “*Terminating a contract with just cause for outstanding salaries*” and governs situations where a club “*unlawfully [fails] to pay a player at least two monthly salaries on their due date*”. This provision requires the player to notify the club in writing that it is in default and to grant the club a deadline of at least fifteen days to fully comply with its financial obligations. Provided that these formal conditions are met, the player will be deemed to have just cause to terminate the employment contract.
73. Article 14bis RSTP pertains exclusively to the conditions under which a player may unilaterally terminate an employment contract with just cause in cases of unpaid salaries. Since the present dispute does not concern the termination of an employment relationship, but rather the enforcement of a settlement agreement, the said provision is manifestly inapplicable.
74. Furthermore, Article 14bis RSTP establishes a substantive right for a player to unilaterally terminate his employment contract with just cause. However, the matter at hand does not involve the exercise of such right, but rather a procedural step consisting of filing a complaint before the FIFA Disciplinary Committee for enforcement purposes. The lodging of such a complaint is not subject to any preliminary condition. This is further confirmed by Article 14 of the Settlement Agreement, which merely states that “[any] *dispute relating to the interpretation or execution of this agreement shall be submitted to the FIFA Disciplinary Committee [...]*”.
75. According to the Club “*CAS jurisprudence (e.g., CAS 2020/A/6727) emphasizes that procedural steps such as grace periods are mandatory prerequisites before initiating disciplinary proceedings*”. A review of the case law relied upon by the Club does not support this assertion, which is in any event rather vague, as it fails to clarify what is meant by a “*grace period*” or the consequences of not complying with such a “*mandatory prerequisite*”.
76. In light of the above, the Sole Arbitrator finds that the Club’s arguments regarding Article 14bis RSTP shall be rejected without the need for further examination.

**C. *Did the payment of the third instalment render the subsequent claim moot, given that, allegedly, no disciplinary violation existed at the time the complaint was lodged before the FIFA Disciplinary Committee?***

77. The Club maintains that, since it paid the third instalment of the Settlement Agreement before the Player filed the complaint before the Disciplinary Committee, “*the claim lacked legal standing and thus any sanction imposed is legally unfounded*”.
78. The relevant chronology is as follows:
- On 10 August 2024, the Club and the Player signed the Settlement Agreement under which the third instalment, amounting to USD 187,422.61 and EGP 89,950.69, was to be paid on 28 February 2025 (the “Third Instalment”).
  - On 28 February 2025, the Club failed to pay the Third Instalment. Pursuant to Article 8 of the Settlement Agreement, “*all of the remaining payments shall*

*become immediately due and payable, shall bear a legal interest of 18% per annum until full settlement and the Club shall also have to pay a one-off penalty, equal to the 50% of all remaining amounts”.*

- Accordingly on 1 March 2025, the amounts due by the Club, excluding interest, were the following:
    - o the Third Instalment consisting of USD 187,422.61 and EGP 89,950.69;
    - o the one-off penalty of USD 93,711.31 (= 50% of USD 187,422.61) and EGP 44,975.34 (= 50% of EGP 89,950.69).
  - On 17 March 2025, the Club settled the Third Instalment.
79. It follows from the above sequence of events that, as of 1 March 2025, the Player had two separate financial claims against the Club: the one resulting from the unpaid Third Instalment and the one resulting from the one-off penalty clause.
80. The claim resulting from the one-off penalty clause became immediately due on 1 March 2025. As a matter of fact and with respect to the *dies a quo* of the performance of an obligation, the question is not governed by the FIFA Regulations and must therefore be assessed according to Swiss law. Article 102 of the Swiss Code of Obligations (SCO), second paragraph, states that where a deadline for performance of the obligation has been set by agreement, the obligor is automatically in default on expiry of the deadline (CAS 2019/A/6130). A notice is not necessary (see Article 102 SCO; Luc Thévenoz; in Thévenoz/Werro (eds.), Commentaire romand, Code des obligations I, Art. 1 – 252 CO, 3<sup>rd</sup> edition, 2021, ad art. 102 CO, N. 26, p. 918). Article 5 of the Settlement Agreement required payment of the Third Instalment by 28 February 2025. The Club failed to meet this deadline, triggering the immediate application of the one-off penalty in accordance with Article 8 of the Settlement Agreement.
81. The Club’s payment of the Third Instalment did not affect the Player’s claim, which derives from Article 8 of the Settlement Agreement. To this day, the one-off penalty is still outstanding. As a result, the Sole Arbitrator has no difficulty in finding that the Club failed to comply with the Settlement Agreement. Accordingly, the Player was entitled to initiate the procedure provided for in Article 21 FDC.

***D. Is the sanction imposed by the FIFA Disciplinary Committee disproportionate?***

82. According to the Club, the “*sanction imposed – specifically, a transfer ban – is manifestly disproportionate*” given in particular a) the brief delay in paying the outstanding amounts, b) the absence of bad faith and c) the lack of harm to the Player.
83. In its Appealed Decision, the FIFA Disciplinary Committee granted the Club “*a final deadline of 30 days as from notification of the present decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid.*”

84. It should be noted that, in accordance with established CAS jurisprudence, a CAS panel should show deference to the decisions of sports governing bodies regarding the proportionality of sanctions. These sanctions can only be amended by a CAS panel if they are evidently and grossly disproportionate to the offence (CAS 2024/A/10609, para. 129 and cited cases). As put in another CAS precedent, “[the] CAS may amend a disciplinary decision of a FIFA judicial body only if the relevant FIFA judicial body exceeded the margin of discretion accorded to it by the principle of association autonomy, i.e. only where the relevant FIFA judicial body must be held to have acted arbitrarily. This is, however, not the case if the CAS panel merely disagrees with a specific sanction, but only if the sanction concerned is to be considered as evidently and grossly disproportionate to the offence” (CAS 2022/A/8731).

85. Article 21 (1) FDC reads as follows:

*“Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS:*

- a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:*
- b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*
- c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;*
- d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason [...].”*

86. In the present case, the FIFA Disciplinary Committee decided not to impose a fine upon the Club or an interest rate of 18% *p.a.* on the outstanding amounts. It granted the Club a final thirty-day deadline to pay the Player the contractually agreed one-off penalty. Only in the event of non-payment within that deadline would a registration ban be issued until full compliance, pursuant to Article 21(1)(d) FDC. Hence, the sanction is conditional

rather than automatic: should the payment be made within the prescribed deadline, no sanction would be applied.

87. In addition, this deadline is currently suspended for the duration of the present arbitration proceedings, as consistent CAS jurisprudence confirms that a decision of a purely financial nature is not enforceable while under appeal (among others CAS 2020/A/6769 para. 48).
88. With regard to the transfer ban itself, FIFA Circular No. 1681 dated 11 July 2019, issued under the 2019 edition of the FDC clarifies that “[as] a standard disciplinary measure, FIFA will impose a transfer ban on clubs not paying outstanding amounts until they have paid all of their debts. A transfer ban has shown to be the more effective instrument for this purpose”. A transfer ban imposed on a club for failing to fulfil its financial obligations serves as an essential deterrent against non-compliance, reinforcing the principle of *pacta sunt servanda* (CAS 2022/A/8731 para. 75).
89. The transfer ban is explicitly provided for in Article 21 (1)(d) FDC. The FIFA Disciplinary Committee therefore acted within its powers in imposing such a measure.
90. In light of the foregoing, the Sole Arbitrator concludes that the FIFA Disciplinary Committee acted within its regulatory authority, and that its decision to impose a transfer ban on the Club for failing to comply with its financial obligations cannot “*be considered evidently and grossly disproportionate to the offence*”.

***E. Was the Club’s delay in paying the Third Instalment due to extraordinary economic conditions in Egypt that amount to force majeure?***

91. The Club maintained that the payment of the Third Instalment was delayed as a result of bank holidays and restrictions on foreign currency transactions in Egypt, which the Club claimed constituted force majeure.
92. Force majeure is used to describe a situation or event, which is beyond the control of the parties, which prevents them from fulfilling their contractual obligations and for which they believe they should not carry any liability or obligations. Under FIFA Regulations and Swiss law, there is no statutory definition of force majeure. According to the Swiss Federal Tribunal, there is force majeure in the presence of an unforeseeable and extraordinary event that occurs with irresistible force. The conditions for the occurrence of force majeure are to be narrowly interpreted, since force majeure introduces an exception to the binding force of an obligation (CAS 2021/A/7673 & CAS 2021/A/7699).
93. With respect to the burden of proof, Article 8 of the Swiss Civil Code (“SCC”) states that “*Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact*”. As a result, the Sole Arbitrator reaffirms the principle established by CAS jurisprudence that “*in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to*

*support its rights has the burden of establishing them. The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence” (CAS 2014/A/3546, para. 7.3 and references). In general, the burden of proof is satisfied whenever the judge is convinced of the truthfulness of a factual allegation based on objective grounds. Absolute certainty is not required. It is sufficient if the judge has no serious doubt about the existence of the alleged facts or if any remaining doubt appears to be tenuous (Judgements of the Swiss Federal Tribunal 4A\_248/2022 of 2 August 2022, consid. 4.1; 130 III 321, consid. 3.3; CAS 2021/A/7673 – 7699 consid. 91).*

94. In the present case and in support of its position, the Club relies on several press articles reporting that Egypt has been suffering from a severe shortage of foreign currency, mainly in U.S. dollars. The crisis is due to a combination of declining foreign reserves, lower revenues from the Suez Canal, tourism, and remittances, high external debt and interest payments.
95. The Sole Arbitrator observes that the Club’s reference to various press articles concerning Egypt’s general foreign currency shortage remains of a broad and generic nature. While such information may illustrate the existence of macroeconomic difficulties at the national level, the Club has not demonstrated how these circumstances specifically affected its own financial or operational situation. In particular:
- the Club has failed to establish a direct causal link between the alleged foreign currency shortage and its inability to comply with its contractual obligations;
  - the Club did not submit concrete evidence to show that it did not have access to foreign currency, such as bank correspondence, rejected transfer attempts, or other documentation;
  - the Club signed the Settlement Agreement on 10 August 2024, at a time when Egypt was already experiencing a foreign currency crisis. Nevertheless, the Club did not consider it necessary to include any clause or reservation providing for potential delays in performance due to currency shortages;
  - between 10 August 2024 and 28 February 2025, the Club settled the first two instalments under the Settlement Agreement, amounting in total to approximately USD 740,000, without raising any complaint regarding the severe foreign currency shortage in Egypt;
  - the Club could have contacted the Player prior to the due date of the Third Instalment to explain the situation and request an alternative method of payment or an extension of the payment deadline.
96. In light of the above, the Club cannot validly invoke force majeure to justify the late payment of the Third Instalment nor has it established or proved any other valid reason for its delay. It must therefore bear the consequences of its unjustified non-compliance with the Settlement Agreement.

**F. Did the conduct of the Player's legal counsel amount to an abuse of process or bad faith that may be relevant in assessing the consequences of the Club's non-compliance with the Settlement Agreement?**

97. According to Club, the Player's counsel acted in bad faith by attempting to claim CHF 14,647.50, when he lodged the Player's claim before the FIFA Disciplinary Committee. The Club maintains that this amount had been expressly waived under the Settlement Agreement and that the behaviour of the Player's Counsel constitutes an abuse of process, aimed at obtaining unjustified enrichment, and should be considered in assessing the Player's conduct in these arbitration proceedings.
98. The Sole Arbitrator notes that this allegation is irrelevant to the issue of the Club's failure to pay the Third Instalment on time. In any event, the Club has not demonstrated any causal link between the alleged circumstance and its default in payment. Accordingly, this allegation is without merit and can be dismissed without further consideration.

**G. Conclusion**

99. In view of the foregoing, the Sole Arbitrator finds that the FIFA Disciplinary Committee had jurisdiction to adjudicate the present dispute, that the Club failed to pay the Third Instalment without any valid justification, and that, as a consequence, the penalty clause was validly triggered.
100. The Third Instalment consisted of USD 187,422.61 and EGP 89,950.69 and was due on 28 February 2025. According to Article 8 of the Settlement Agreement, in case of any delay by the Club, "*all of the remaining payments shall become immediately due and payable, shall bear a legal interest of 18% per annum until full settlement and the Club shall also have to pay a one-off penalty, equal to the 50% of all remaining amounts*".
101. In other words, the contractual penalty in favour of the Player amounts to USD 93,711.31 (50% of USD 187,422.61) and EGP 44,975.34 (50% of EGP 89,950.69), corresponding exactly to the amounts determined in the Appealed Decision, which must therefore be confirmed.
102. All other claims and further conclusions of the Parties are dismissed.

**IX. COSTS**

(...)

\* \* \* \* \*

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules:**

1. The Appeal filed on 29 June 2025 by Future FC against the decision rendered on 22 May 2025 by the FIFA Disciplinary Committee is dismissed.
2. The decision rendered on 22 May 2025 by the FIFA Disciplinary Committee is upheld.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 13 April 2026

## **THE COURT OF ARBITRATION FOR SPORT**

Patrick Grandjean  
Sole Arbitrator