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

CAS 2025/A/11576 Nongbua Pitchaya FC v. Koua Vivien Assie

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Olivier Carrard, Attorney-at-law in Geneva, Switzerland

in the arbitration between

Nongbua Pitchaya FC, Thailand

Represented by Mr Kanawut Saengkrajai and Mr Panyaphon Wongsuriyagun, Soccer International Legal Group Co, Thailand

- Appellant -

and

Mr Koua Vivien Assie, Ivory Coast

Represented by Mr Roy Vermeer, Vermeer Sports Law, Netherlands

- Respondent -

I. PARTIES

1. Nongbua Pitchaya FC (the "Appellant" or the "Club") is a football club based in Nong Bua Lamphu, Thailand, and is affiliated with the Football Association of Thailand.

2. Mr Koua Vivien Assie (the "Respondent" or the "Player") is a professional football player from Bassam, Ivory Coast.

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

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis. While the Sole Arbitrator has considered carefully all the facts and evidence submitted by the Parties in the present proceedings, this Award refers only to the facts and evidence considered necessary.

A. Alleged employment contract between the Parties

5. In June 2024, the Respondent was approached by Mr Bernard Henri Cedric Doumbia, a professional football player from Ivory Coast, regarding an opportunity to join Nongbua Pitchaya FC in Thailand.

6. Mr Doumbia had previously signed an employment contract with the Club on 16 May 2024, effective as of 1 July 2024.

7. Mr Doumbia proposed to forward the Respondent's playing profile to the Club. A few days later, he informed the Respondent that the Club was interested in engaging him as part of a "package deal" involving both players.

8. On 11 July 2024, Mr Doumbia sent the Respondent, via WhatsApp, a copy of the employment contract (the "Contract"). The Respondent signed the document on the same day and returned it to Mr Doumbia, who allegedly transmitted it to the Club.

9. According to the Contract thus exchanged, the employment relationship was to commence on 1 July 2024 and continue until the end of the Thai League 2024–2025 season.

10. The Contract provided, *inter alia*, the following financial terms (quoted *verbatim*):

> ***"2. Salaries, Wages and Other Benefits***
> *Salary: 500,000 THB per month.*
> *Sign fee with agent fee 500,000 THB.*
> *Bonus for match win as team share. (Have Every game win)*

Club will provide house rental allowance 10,000 THB, car and visa for player and wife.
The club will give 2 ticket economy class round trip (Cote d'Ivoire to Bangkok - Udonthani) and (Udonthani - Bangkok to Cote d'Ivoire)"

11. Following execution of the Contract, Mr Doumbia informed the Respondent that the Club would require approximately 10 days to finalize the necessary administrative procedures for his lawful employment in Thailand.

12. The Club, however, failed to pay the signing fee of THB 500,000.

13. The Respondent, who was not represented by an agent at the time, claims that all communications regarding his employment were conducted exclusively through Mr Doumbia and that he never had direct contact with any Club representative.

B. Termination communications

14. By late July 2024, the Respondent learned that Mr Doumbia had entered into a mutual termination agreement with the Club, effective 30 July 2024, after deciding to join another football club in Dubai.

15. According to information conveyed by Mr Doumbia, the Club was no longer interested in maintaining the Respondent's recruitment, as the "package deal" depended on both players joining simultaneously. The Club allegedly refused to obtain the Respondent's work permit or request his International Transfer Certificate (ITC).

16. On 29 July 2024, the Player contacted the Club and the Club's coach via their official Facebook accounts, seeking clarification on his contractual status, stating (quoted *verbatim*):

"*Hello dear,*

I'm assie koua vivien a professionnal football player, I'm writing you today because it's been 20 days that I'm waiting for the administrative documents. I signed my contract the 10th of July 2024 that I sent back to nongbua Pitchaya FC. Can I have a contact number so that I could call-in please thank you."

17. Neither the Club nor the Coach replied to his message.

18. On 30 July 2024, the Player placed the Club in default, noting he had been informed that the Club refused to obtain his work permit or ITC. He granted a 5-day deadline for the Club to proceed with registration and employment formalities.

19. This notice also remained unanswered.

20. Around the same period, Mr Doumbia ceased all communication with the Player, no longer answering his messages or calls, thus leaving him without any information about the status of his recruitment with the Club.

21. On 3 August 2024, the Respondent contacted via WhatsApp Mr Wanta Chantayotha, a local intermediary reportedly involved with Mr Doumbia's recruitment in Thailand. Mr Chantayotha replied that due to Mr Doumbia's conduct, the entire deal had been cancelled.

22. On 6 August 2024, the Player sent a second notice of default, reiterating his concerns and granting a further 5-day period to remedy the situation. He warned that failure to act would amount to a breach of his rights under the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP).

23. On 13 August 2024, having received no reply from either the Club or its representatives, and noting that his July salary remained unpaid, his ITC unrequested, and his registration incomplete, the Player formally terminated the Contract for just cause.

24. All default and termination notices were sent by email, including to the private email address of one of the Club's administrators, provided by the Respondent's legal counsel.

C. Proceedings before the FIFA Dispute Resolution Chamber

25. On 2 October 2024, the Player lodged a claim before the FIFA Dispute Resolution Chamber ("DRC") for outstanding remuneration and compensation for breach of contract.

26. The Player claimed the July 2024 salary (THB 500,000), housing allowance (THB 10,000), and signing fee (THB 500,000), totalling THB 1,010,000, plus compensation for the residual value of the Contract from August 2024 to May 2025 (end of the Thai League season), equivalent to THB 5,100,000.

27. On 22 October 2024, FIFA notified the Club of the claim and invited it to submit a reply by 11 November 2024.

28. The Club failed to reply within the prescribed deadline and only filed a response on 19 December 2024. Accordingly, by letter dated 21 January 2025, the FIFA General Secretariat informed the Club that its reply and annexes were disregarded as inadmissible.

29. FIFA subsequently requested the Player to confirm his employment situation following the termination. The Player reported that he had signed an employment contract with Peshmarga Sport Club, under which he earned USD 4,000 per month.

30. On 6 June 2025, FIFA DRC ruled in favour of the Player, finding that the Club had unjustifiably breached the Player's contract, and ordered it to pay:

    - Outstanding remuneration totalling THB 1,010,000 with 5% annual interest from 2 October 2024; and

    - Compensation for breach of contract in the amount of THB 5,100,000, including mitigation and additional compensation, with 5% annual interest from 14 August 2024.

31. The amount of THB 5,100,000 was based on the residual value of the Contract, taking into account the Player's mitigation of damages through subsequent employment with Peshmarga Sport Club (reducing his loss by USD 16,000 / THB 563,644), and included additional compensation equivalent to three months' salary for the Club's overdue payables, while ensuring the total did not exceed the Contract's residual value.

32. The grounds of the DRC's decision (the "Appealed Decision") were notified on 27 June 2025.

D. Subsequent developments and related FIFA proceedings

33. On 27 June 2025, the Club, represented by its President, filed a criminal complaint with the Royal Thai Police in connection with alleged acts of forgery related to the employment contract invoked by the Player before FIFA.

34. According to the contents of this criminal complaint, on 13 May 2024 the Club was first approached by Mr Chantayotha, through the assistant team manager, who presented himself as the agent of Mr Doumbia, an Ivorian player. The Club thereafter showed interest in recruiting the player and engaged in negotiations on 14–15 May 2024, following which it sent Mr Doumbia's employment contract to Mr Chantayotha for signature and received it duly signed on 20 May 2024.

35. The complaint further indicates that, subsequently, Mr Chantayotha proposed two additional players — the Player and Mr Christ Merveille Kouvouama. The Club, however, maintains that it never agreed to sign either of them and that no employment relationship was ever established with these individuals.

36. The complaint goes on to state that, following the termination of Mr Doumbia's employment with the Club and his subsequent transfer to a team in the Middle East, the Club later received from FIFA a claim lodged by the Player for unpaid remuneration, accompanied by what the Club considered to be a forged employment contract.

37. The Club further submits in the same complaint that an identical claim, based on a similarly forged contract, was subsequently filed by Mr Kouvouama. According to the Club, both alleged contracts reproduced the format and wording of Mr Doumbia's genuine contract, with only the players' name being altered, and listed Mr Chantayotha as a witness.

38. The Club therefore concluded, as reflected in its complaint, that the original contract issued to Mr Doumbia had been unlawfully copied and altered to create false contracts in the names of the Player and Mr Kouvouama. The Club alleges that these forgeries were submitted to FIFA to claim damages against it, causing financial and reputational harm.

39. On that basis, the Club requested the Royal Thai Police to initiate proceedings against Mr Chantayotha for forgery and use of forged documents, considering him responsible for

having retained the original contract and participated in the creation of the falsified documents.

40. On 25 August 2025, the FIFA DRC issued a separate decision regarding the claim filed by Mr. Kouvouama (REF. FPSD-16803), which, at the time this award is rendered, has entered into force and has not been challenged.

41. In that case, the DRC rejected the player's claim, noting that the evidentiary record revealed serious doubts as to the authenticity of the alleged employment contract invoked before FIFA. The DRC observed several irregularities surrounding the document, including a lack of evidence as to its origin and form, and inconsistencies when compared with genuine contractual records held by the Club.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

42. On 4 July 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") against the Appealed Decision.

43. On 7 July 2025, as the Statement of Appeal did not comply with the requirements of Article R48 of the Code of Sports-related Arbitration (2025 edition) (the "Code"), the CAS Court Office granted the Appellant a time limit until 11 July 2025 to remedy the deficiencies.

44. On 12 July 2025, the Appellant completed its Statement of Appeal, explaining its late compliance by reference to public holidays in Thailand that had delayed CAS correspondence, and requested that the case be submitted to a sole arbitrator under Article R48 of the Code.

45. On the same day, the CAS Court Office confirmed receipt of the completed Statement of Appeal, notified the appeal to the Respondent, and invited the Respondent to comment by 21 July 2025 on (i) the appointment of a sole arbitrator and (ii) English as the language of the proceedings.

46. On 18 July 2025, the Respondent, represented by counsel Mr Roy Vermeer of Vermeer Sports Law, filed a power of attorney, accepted that the dispute be decided by a sole arbitrator and that English be the language of the arbitration, but informed the CAS Court Office that he could not pay his share of the advance on costs due to financial constraints.

47. On 20 July 2025, the Appellant objected to the Respondent's refusal to pay his share of the advance on costs, noting the absence of evidence of financial hardship and invoking the principle of equality of arms, requesting either rejection of the Respondent's position or production of verifiable financial documentation.

48. On 22 July 2025, the Respondent replied, stating that he had not filed a formal request for exemption but had merely informed the CAS Court Office of his inability to pay, and disputing the Appellant's assertion that he was employed, explaining that he had been without a club since 31 December 2024. He further requested that, in accordance with Article R55 of the Code, the time limit to file his Answer starts only once the advance on costs had been paid by the Appellant.

49. On 22 July 2025, the CAS Court Office notified the Appeal Brief dated 18 July 2025 to the Respondent and granted him a time limit of twenty days from the Appellant's payment of its share of the advance on costs to file his Answer.

50. On 29 July 2025, the Appellant filed a formal objection against having to bear the full advance on costs, invoking the principle of equal treatment and expressly reserving its rights regarding the final allocation of arbitration costs. The CAS Court Office acknowledged that the objection was placed on file, but also informed the Appellant that, in the event that the advance on costs was not paid within the time limit granted, Article R64.2 of the Code would apply, and the appeal would be deemed to have been withdrawn.

51. On 19 August 2025, the CAS Court Office confirmed that the Appellant had paid the full advance on costs.

52. On 27 August 2025, the Appellant requested leave to file additional evidence, namely the reasoned decision of the FIFA DRC in case FPSD-16803 (Christ Merveilles Kouvouama v. NPFC) dated 25 August 2025, involving an allegedly similar forged contract. The Appellant argued that this decision corroborated its position regarding the falsification of contractual documents. The CAS Court Office invited the Respondent to comment.

53. On 28 August 2025, the Respondent objected to the production of this new document, arguing that the conditions of Article R56 of the Code were not met, that the issuance of a new FIFA DRC decision did not constitute an exceptional circumstance, and requested that the time limit for filing his Answer be suspended until the sole arbitrator had ruled on the admissibility of the additional evidence.

54. On 1 September 2025, the CAS Court Office invited the Appellant to state its position on the requested suspension of the time limit. On the same day, the Appellant filed (i) a letter opposing any suspension on the grounds that the new document did not alter the basis of the appeal and that a suspension would unduly delay the proceedings, and (ii) a separate objection, contending that the FIFA DRC decision constituted relevant comparative case law and not a new claim. CAS noted the Appellant's opposition and confirmed that the time limit for the Respondent's Answer remained unchanged.

55. On 2 September 2025, the Respondent reiterated his request to suspend the time limit, arguing that he could not properly prepare his Answer without knowing whether the additional evidence would be admitted.

56. On 4 September 2025, acting on behalf of the President of the Appeals Arbitration Division, the CAS Court Office rejected the request for suspension but, in light of a separate request, granted the Respondent an extension of ten days to file his Answer.

57. On 10 September 2025, the CAS Court Office informed the parties that Mr Olivier Carrard had been appointed as sole arbitrator by the President of the Appeals Arbitration Division and transmitted his declaration of independence and acceptance, with disclosure.

58. On the same day, the Appellant lodged a challenge against Mr Carrard pursuant to Article R34 of the Code, submitting that his prior appointment as sole arbitrator in a case

involving the same Respondent gave rise to serious and legitimate doubts as to his independence and impartiality.

59. The Respondent filed his Answer on 16 September 2025.

60. On 24 September 2025, the Appellant indicated that it did not request a hearing, requested that the award be rendered on the file, and sought leave, under Article R56 of the Code, to submit an additional document, namely a handwriting expert report from the Royal Thai Police dated 2 September 2025, which it considered crucial to the assessment of the alleged forgery of the contractual documents.

61. On 1 October 2025, the Respondent objected to the admission of this report, arguing in particular that the circumstances were not exceptional, that the Appellant could have initiated the expert process earlier, and that the report had been withheld until after the filing of his Answer.

62. On 2 October 2025, the Appellant filed a reply, maintaining that the conditions for admission were met. CAS invited the Respondent to submit final comments, which he did on 7 October 2025, reiterating his objection and advancing several grounds, including reference to CAS jurisprudence and alleged prejudice to his right to be heard.

63. On 3 December 2025, the Appellant filed unsolicited additional observations on both the challenge and the admission of new evidence, essentially confirming its previous positions. The CAS Court Office acknowledged receipt and reminded the Appellant to refrain from submitting unsolicited written submissions.

64. On 8 December 2025, the CAS Court Office notified the parties of the ICAS Challenge Commission's order dismissing the Appellant's challenge, finding that the doubts raised as to the Sole Arbitrator's independence and impartiality were not objectively justified. Therefore, pursuant to Article R54 of the CAS Code, the Panel was constituted as follows:

Sole Arbitrator: Mr Olivier Carrard, Attorney-at-law in Geneva, Switzerland

65. On 7 January 2026, the Sole Arbitrator admitted the Appellant's additional exhibits Nos. 22 and 23 into the record, without prejudice to their probative value, which would be determined in the final Award, and invited the Appellant to submit its comments by 14 January 2026, with the Respondent to follow thereafter.

66. On 14 January 2026, the Appellant filed its comments.

67. On 20 January 2026, the Respondent, filed its comments on Exhibits Nos. 22 and 23. Regarding Exhibit No. 22, the Respondent challenges the reliability of the examination, noting that the expert did not reach any conclusion as to the authenticity of the signatures and that the title “Forged Signature Verification Results” is misleading. Regarding Exhibit No. 23, the Respondent submits that it is entirely irrelevant, as it concerns a different player, different facts, and a distinct legal framework.

68. On 21 January 2026, CAS informed the parties that the Sole Arbitrator had decided to hold a hearing by video conference and invited them to confirm their availability.

69. On 22 and 23 January 2026, the parties informed CAS of their respective availabilities, following which CAS scheduled the hearing for 17 March 2026 at 10:00 CET by video conference.

70. On 26 January 2026, the Order of Procedure was issued. The Appellant signed it on 27 January 2026 and the Respondent on 29 January 2026.

71. On 27 February 2026, the Parties submitted the list of participants for the hearing scheduled for 17 March 2026. In addition, the Appellant submitted a declaration stating that it did not consent to the publication of the award, in whole or in part.

72. The hearing commenced on 17 March 2026 at 10 a.m. CET and, in addition to the Sole Arbitrator and CAS Counsel Francisco Mateo Pavía, was attended by the following persons:

For the Appellant:	Mr Panyaphon Wongsuriyagun, Counsel Mr Thanamontree Phiwkhao, Counsel Mr Kanawut Saengkrajai, Club counsel Miss Kritsaya Phumongkolsuriya, Vice President of the club Mr Kittanun Yanaparp, Assistant team manager Mr Kantapong Vachirapakorn, Club interpreter Miss Wanitcha Sumanat, Interpreter for witness examination
For the Respondent:	Mr Koua Vivien Assie Mr Roy Vermeer, Counsel Ms Belinda Smits, Interpreter

73. The Sole Arbitrator heard opening and closing submissions from the legal representatives of the Parties. The Sole Arbitrator instructed the witnesses to tell the truth, subject to the sanctions of perjury under Swiss criminal law. The Sole Arbitrator heard oral evidence from the following witnesses, who were subjected to examination and cross-examination, as well as questions from the Sole Arbitrator:

- Mr Suthep Phumongkolsuriya, President of the club
- Mr Sukrit Yothee, Head Coach
- Mr Kriangkrai Pinkaew, Team assistant manager
- Mr Premsak Dubrok, Administrative officer

74. The Parties were given a full opportunity to present their cases, submit their arguments and answer questions posed by the Sole Arbitrator. After their closing submissions and before the end of the hearing, the Parties confirmed that their right to be heard had been respected. There were no objections raised as to the manner in which the Sole Arbitrator conducted the hearing, and no procedural objections were made.

IV. SUBMISSIONS OF THE PARTIES

75. The Parties' arguments, developed both in their respective written submissions and at the hearing, are summarized below. However, this section of the award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the claims of the Parties in this Award, the Sole Arbitrator has duly accounted and carefully considered all submissions and evidence presented by them, including any allegations and arguments not expressly referred to in this section of the Award or in the subsequent discussion of the claims.

A. The Appellant

76. In its Appeal Brief, the Appellant requested the following relief:

> "*1. Set aside the decision rendered by the FIFA Dispute Resolution Chamber dated 6 June 2025 in the matter FPSD-16379 (Mr. Koua Vivien Assie v. NPFC).*
>
> *2. Render a new decision dismissing the Player's claim in its entirety.*
>
> *3. Order the Player to bear the full costs of the arbitration proceedings.*
>
> *4. Order the Player to pay a fair contribution toward the legal and administrative expenses incurred by NPFC in connection with this appeal".*

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

a. Alleged forgery of the employment contract

78. The Appellant submits that the Contract relied upon by the Player is entirely fraudulent and devoid of legal effect. In support, it argues that: (i) the Club's Head Coach and President deny having signed or authorised the document; (ii) a comparison with the Club's standard contract template reveals material discrepancies (formatting, font, logo placement, pagination, and missing content); (iii) the contract was allegedly fabricated from a prior agreement concluded with another player; and (iv) preliminary forensic analysis indicates signature manipulation, metadata inconsistencies, and non-compliant formatting.

79. The Appellant relies on Article 18(2) of the FIFA RSTP, Swiss law (Articles 1 and 28–31 Swiss Code of Obligations ("CO")), and CAS jurisprudence (*CAS 2015/A/4153*), according to which a forged contract is null and void *ab initio*.

b. Absence of contractual relationship

80. The Appellant contends that no contractual relationship was ever concluded with the Player. It submits that none of the mandatory steps of its internal recruitment process were completed (including approval, medical examination, signature by authorised representatives, and TMS registration), and that no negotiations or communications took place.

81. It further notes that the Player never underwent the mandatory medical examination required under the Club's standard contract.

82. Relying on Article 18 RSTP, the FIFA Commentary, Swiss law (Article 1 CO), and *CAS 2019/A/6482*, the Appellant argues that no valid contract can exist absent mutual consent.

c. Bad faith and abuse of process

83. The Appellant submits that the Player acted in bad faith by attempting to create an artificial dispute through unsubstantiated default and termination notices allegedly sent to the Club. It denies having received any such communications and contends that no evidence demonstrates proper notification.

84. According to the Appellant, this conduct constitutes an abuse of process aimed at enforcing a non-existent contractual relationship.

d. Procedural unfairness before FIFA

85. The Appellant argues that the FIFA DRC violated its right to be heard by excluding its late submission, which allegedly contained decisive evidence of forgery, pursuant to Articles 11(4) and 21(1) of the Procedural Rules.

86. It submits that the DRC ruled solely on the basis of the Player's evidence, without contradiction, resulting in procedural unfairness. In this respect, the Appellant relies on Article R57 of the Code, which grants the Panel full power to review the case *de novo*, including the admission of new evidence.

e. Excessive and unjustified compensation

87. The Appellant challenges both the outstanding remuneration (THB 1,010,000) and the compensation for breach of contract (THB 5,100,000), arguing that:

- the alleged Contract was never validly concluded;
- the Player never underwent a medical examination nor was registered in TMS or with the relevant federation;
- the Contract was subject to conditions precedent (including ITC, medical clearance, and registration), which were never fulfilled;
- the Player failed to discharge his burden of proof under Articles 12(5) and 18(4) RSTP; and
- the mitigation of damages (USD 16,000 earned with another club) was not properly accounted for.

88. The Appellant further submits that the Player's conduct confirms bad faith.

f. Disregard of key evidence

89. The Appellant maintains that its submissions before FIFA contained highly relevant and compelling evidence, including:

- a police report confirming an investigation into document forgery;
- witness statements from Club officials denying any involvement;
- comparative analysis demonstrating copying and manipulation of contractual documents; and
- system and email logs showing absence of any communication.

90. It submits that, pursuant to Article R57 of the Code, such evidence must be considered by the Sole Arbitrator.

g. Agent misconduct and FIFA sanctions

91. The Appellant alleges that the individual who purportedly acted on behalf of the Player (Mr Chantayotha) was not duly authorised and had been sanctioned by FIFA, including a ban from TMS activities.

92. It argues that this individual lacked any valid mandate in breach of the FIFA Football Agent Regulations (FFAR), and that any document originating from such a source lacks credibility and legal validity.

h. Reputational and operational harm

93. The Appellant submits that the Appealed Decision has caused significant reputational, sporting, and financial harm, including registration bans, loss of credibility, and operational disruption.

B. The Respondent

94. In its Answer, the Respondent requested the following relief:

"1. Reject the Appeal of the Appellant in its entirety;

2. Confirm the decision of the FIFA DRC in full;

3. Order the Appellant to pay full arbitration costs;*

4. Order the Appellant to pay the Respondent an amount of at least CHF 5000.- towards his legal costs".

**Should the Sole Arbitrator (partially) rule in favor of the Appellant, the CAS is respectfully requested to still however allocate the arbitration costs to the Appellant as it failed to reply in front of FIFA"*

95. The Respondent's submissions, in essence, may be summarized as follows.

a. No violation of the right to be heard

96. The Respondent submits that the Club itself failed to file its reply within the prescribed deadline. As a result, the FIFA Dispute Resolution Chamber rightly declared the Club in default pursuant to Article 11 para. 4 of the FIFA Procedural Rules. The Respondent emphasizes that the Club was invited to submit its position on 22 October 2024 but never explained or justified its inaction. Therefore, the matter does not concern a procedural violation but rather the Club's own lack of diligence.

b. No bad faith or abuse of process

97. The Respondent denies any fabrication of default notices and provides evidence of their dispatch. He further notes that the Club's own witness, Mr Dubrok, confirmed receipt of the letters of 6 and 13 August 2024 and admitted that the Club deliberately ignored them. In any event, the letter of 6 August 2024 expressly referred to the notice of 30 July 2024. The Respondent submits that the allegation of forgery is unfounded and raised to excuse the Club's inaction.

c. No evidence of contract falsification

98. The Respondent rejects the claim of contract falsification in its entirety. He submits that the Contract was received already signed by the Club, countersigned, and returned via WhatsApp. The Club's conduct is inconsistent with its allegations, as it failed to challenge the Contract upon receipt of the default notices. The Respondent further notes that the Club has produced no forensic report, filed a criminal complaint only in June 2025, and relies on inconsistent and non-expert witness statements. He adds that no contract "template" has been provided and that the evidence on file does not support any forgery. In light of CAS jurisprudence requiring particularly convincing evidence, the Respondent submits that the Club has failed to discharge its burden of proof.

d. No excessive compensation

99. The Respondent submits that Article 18 para. 4 RSTP prohibits making contractual validity conditional upon a medical examination. The registration and ITC request fell within the Club's responsibility. The FIFA DRC correctly applied Article 17 RSTP, taking into account mitigation and awarding outstanding remuneration and compensation.

100. In the alternative, the Respondent relies on Article 320 CO and claims THB 1,209,677, corresponding to the signing-on fee, July 2024 salary, and pro rata August 2024 salary, plus 5% interest.

e. No damage resulting from an alleged registration ban

101. Finally, the Respondent disputes that the Club suffered any damage from an alleged registration ban, noting that it continued to register players, as evidenced by its announcement of new signings on 14 July 2025.

V. JURISDICTION

102. In accordance with Article 186 of the Swiss Private International Law Act ("PILA"), the CAS has power to decide upon its own jurisdiction.

103. Article R47 of the Code provides the following:

"*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*."

104. In addition, Article 49.1 of the FIFA Statutes (2024. Ed.) states:

"1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents".

105. The jurisdiction of CAS, which is not disputed by the Parties, is based on the abovementioned provisions. In addition, the Parties confirmed the jurisdiction of CAS by signing the Order of Procedure.

106. Thereby, CAS' jurisdiction to hear the present appeal is established.

VI. ADMISSIBILITY

107. Article R49 of the Code reads 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 (...)*"

108. Article 50.1 of the FIFA Statutes (2024. Ed.) provides that:

"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".

109. The Appealed Decision was notified, in operative part-only form, on 6 June 2025. The reasoned decision was notified on 27 June 2025. The Appellant filed its Statement of Appeal on 4 July 2025 and completed it on 12 July 2025, i.e. within the 21-day deadline of Article R49 of the Code, as well as Article 50.1 of the FIFA Statutes.

110. Furthermore, the Sole Arbitrator notes that the Respondent does not contest that the appeal was filed within the legal time limit.

111. Accordingly, the Appellant's Statement of Appeal filed with CAS on 12 July 2025 was submitted in due time.

VII. APPLICABLE LAW

112. Article R58 of the Code reads 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 Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

113. Article 49.2 of the FIFA Statutes provides that:

> *"2. The provisions of the Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".*

114. In its appeal, the Appellant relies mainly on the provisions of the FIFA Regulations on the Status and Transfer of Players (January 2025 Ed.) ("FIFA RSTP"), as well as on the CO.

115. However, the applicability of the FIFA RSTP is contingent upon the existence of a contractual relationship between the Parties. The question of whether such a contract was validly concluded must therefore be assessed under Swiss law, in particular the CO.

116. Accordingly, the present dispute shall be assessed, in a first step, under Swiss law in order to determine whether a binding employment contract was formed between the Parties. Should such a contract be established, the dispute shall then be examined primarily in light of the FIFA RSTP and, subsidiarily, under Swiss law. The dispute concerns, in particular, the principles governing the formation of employment contracts.

VIII. EVIDENTIARY PROCEEDINGS

117. On 27 August 2025, the Appellant requested leave to file additional evidence, namely the reasoned decision of the FIFA DRC in case FPSD-16803 (Christ Merveilles Kouvouama v. NPFC) dated 25 August 2025, involving an allegedly similar circumstance and argued that this decision corroborated its position regarding the falsification of contractual documents.

118. On 24 September 2025, the Appellant likewise sought leave to submit a handwriting expert report issued by the Royal Thai Police (the "Royal Thai Police report") on 2 September 2025, which the Appellant contended was crucial to the assessment of the alleged forgery of the contractual documents.

119. Under Article R56 of the CAS Code, the production of new evidence after the filing of

the Appeal Brief is, in principle, inadmissible unless one of the narrow exceptions applies, namely the consent of the other party or the existence of exceptional circumstances justifying such late filing as authorized by the Panel. Absent consent, the proponent of the evidence bears the burden of demonstrating the exceptional character of the circumstances that would warrant a departure from the ordinary preclusive regime.

120. As regards the FIFA DRC decision FPSD-16803, the Sole Arbitrator considers that the conditions for its admission are satisfied. The decision was rendered on 25 August 2025, i.e. after the filing of the Appeal Brief, and was therefore not available to the Appellant at the relevant procedural stage, notwithstanding the exercise of due diligence.

121. The Sole Arbitrator notes that the FIFA DRC decision FPSD-16803 does not, by itself, prove any forgery or wrongdoing in the present case, but it shows that, in a similar factual and temporal context, the existence and validity of the employment contract, which involves the same intermediaries, were at the heart of the dispute and were treated as a matter of serious concern by another FIFA body. In this sense, the decision has limited, but not negligible, probative value as it supports the idea that the contractual framework in question may be problematic. The Respondent's objections relating to the fact that the FIFA DRC decision FPSD-16803 concerns a different player and a distinct legal framework go to the weight of the evidence, not to its admissibility. Accordingly, the Sole Arbitrator admits the FIFA DRC decision FPSD-16803 into the record and attributes to it limited probative value.

122. As regards the Royal Thai Police report, the Sole Arbitrator considers that it carries no material probative value for the purposes of the present proceedings.

123. The Sole Arbitrator further observes that the discrepancies and irregularities identified in the report largely reflect arguments that had already been raised by the Appellant in its written submissions and that were apparent from the contractual documents themselves. In this respect, the report does not introduce any new, decisive, or independently verifiable element. Rather, it essentially seeks to corroborate the Appellant’s existing position through an external opinion.

124. In these circumstances, the Sole Arbitrator is not persuaded that the Royal Thai Police report should be afforded significant evidentiary weight in the present matter. Accordingly, no reliance shall be placed upon it for the purposes of the present Award.

IX. MERITS

125. The subject-matter of this arbitration is the decision rendered by the Dispute Resolution Chamber of FIFA on 6 June 2025 with REF. FPSD-16379, by which the Player was found to have terminated the Contract with just cause and the Club was ordered to pay him financial compensation.

126. The Sole Arbitrator considers that the resolution of the dispute primarily depends on whether a valid and enforceable employment contract was concluded between the Parties. In the absence of such a contract, the issue of termination with or without just cause does

not arise.

127. In light of the above, the Sole Arbitrator identifies the following principal issue to be determined:

- Whether a valid and enforceable employment contract was concluded between the Parties?

A. Was a valid and enforceable employment contract concluded between the Parties?

128. Pursuant to Articles 1 para. 1 and 2 para. 1 of the CO, a contract is concluded where the parties have mutually expressed their assent on all essential elements. Furthermore, under Articles 32 et seq. CO, a principal is bound by the acts of a representative only where such representative acts with actual authority, where such authority may be inferred from the principal's conduct, or where the principal subsequently ratifies the act. It is a well-established principle that the burden of proof lies with the party asserting the existence of a contractual relationship.

129. The Sole Arbitrator notes at the outset that the Player relies primarily on the allegedly signed Contract and on the default notices sent to the Club. These elements may suggest that the Player genuinely believed, in good faith, that he had entered into a contractual relationship with the Club. However, such subjective belief, even if accepted, is not sufficient to establish the existence of a binding employment contract under the applicable legal framework, which requires objective evidence of mutual consent and, where relevant, proper representation.

130. In that regard, the Sole Arbitrator observes that the Player has failed to demonstrate that the individuals with whom he interacted, in particular Mr Doumbia and Mr Chantayotha, had any authority to represent or bind the Club. No evidence was produced of a formal link between these individuals and the Club, nor is there any indication that the Club behaved in a manner capable of creating a legitimate appearance that they were authorised to act on its behalf.

131. The Sole Arbitrator further notes that the Player relied entirely on Mr Doumbia, who initially presented the opportunity as part of a “package deal”, before ceasing all communication at a critical stage of the alleged recruitment process. Meanwhile, the Player's attempts to contact the Club directly via social media and formal notices of default went unanswered. In such circumstances, and in the absence of any independent verification, the Sole Arbitrator finds that the Player could not reasonably assume that the intermediaries in question were duly empowered to bind the Club.

132. This conclusion is further reinforced by the fact that, at no point, either prior to or after the signature of the alleged contract, did the Player have any direct contact with any representative of the Club. In particular, the Player did not communicate with the coach, with whom a player would ordinarily be expected to engage, at the very least to discuss his role within the team, his position, or related sporting matters.

133. Moreover, the Sole Arbitrator attaches particular importance to the absence of testimony

from Mr Doumbia and Mr Chantayotha, who appear to have played central roles in the alleged conclusion of the contract. Despite the fact that the Player's case is largely based on his interactions with these individuals, neither was called to testify, nor were any written witness statements produced to clarify the circumstances in which the alleged contract was negotiated, transmitted, or supposedly accepted by the Club. Their testimony could have shed light on essential aspects such as the origin of the Contract, the manner in which it was transmitted, and whether any contact took place with the Club.

134. The absence of such evidence leaves significant gaps in the Player's account. While the Sole Arbitrator does not draw adverse inferences *per se*, this evidentiary deficiency must be assessed in light of the Player's burden of proof. In a situation where the existence of a contract hinges on the actions of intermediaries, the failure to adduce testimony from those intermediaries substantially weakens the evidentiary basis of the claim.

135. Turning to the document relied upon by the Player as evidence of the alleged Contract, the Sole Arbitrator observes that a comparison between this document and the Club's standard contractual template reveals numerous discrepancies in formatting, letterhead, pagination, and the wording of key clauses. Although isolated differences might be attributable to formatting variations, their combination cannot be satisfactorily explained and casts serious doubt on the authenticity and reliability of the document.

136. These concerns are further reinforced by the fact that, according to the Player's own account, the alleged Contract was transmitted to him only on 11 July 2024, even though it purported to take effect on 1 July 2024. Although retroactive contractual arrangements are not unheard of in professional football, it remains surprising that a player would be bound by a contract communicated only after its supposed start date and in the absence of any direct confirmation from the Club.

137. Against this evidentiary background, the Sole Arbitrator recognises that the Club faces the inherently difficult task of proving a negative fact — namely, that no valid employment contract was ever concluded with the Player. However, the fact that the Club relies on testimony from its own representatives does not, in itself, diminish the relevance of their statements. On the contrary, these witnesses are particularly well placed to describe the Club's standard recruitment procedures, documentation practices, and the absence of any authorisation granted to the alleged intermediaries.

138. Although the weight to be afforded to such internal testimony must be carefully assessed, it remains relevant and necessary to explain the procedural and factual background. In the absence of any independent documentary or testimonial evidence supporting the Player's version, the testimony of the Club's representatives is probative in establishing that no binding contract was formed.

139. In addition, the Sole Arbitrator takes note of the Club's filing of a criminal complaint. While this tends to support the Club's position that it did not recognise the validity of the document, the question of whether the contract constitutes a criminal forgery falls outside the jurisdiction of the CAS. In any event, a document need not qualify as a forgery to lack legal effect; even an authentic document cannot bind a party if it was not executed by a duly authorised representative or if the necessary elements of mutual consent are missing.

140. Furthermore, while each case must be assessed on its own merits, the Sole Arbitrator cannot ignore that similar circumstances arose in a previous matter involving another player, Christ Merveilles Kouvouama, and the same intermediaries. In that case, FIFA found that no contractual relationship existed. Though not binding, this precedent reinforces the impression that the pattern of dealings involving these intermediaries is problematic and that particular caution is warranted.

141. Notwithstanding the above, the Sole Arbitrator considers that the Club failed to exercise the level of diligence that can reasonably be expected from a professional football organisation. The Club simply ignored the Player's default notices, as well as his messages sent via social media, even though these communications should have alerted the Club to an unusual and potentially problematic situation. The Club's lack of reaction is further compounded by its failure to submit a timely response in the proceedings before FIFA, thereby unnecessarily prolonging the dispute. For a professional club, assisted by specialised legal counsel, such a lack of diligence is surprising and clearly falls short of the standard of care expected in the management of contractual and regulatory matters. While such conduct is regrettable and falls short of the expected standard of care, it does not affect the conclusion reached above.

142. Consequently, in the absence of a valid contractual relationship, the Player could not have terminated the employment relationship with just cause, and the decision of the FIFA Dispute Resolution Chamber cannot be upheld.

143. In light of the above considerations, the Sole Arbitrator deems it unnecessary to address the Appellant's remaining arguments, including the Respondent's alternative plea based on Article 320 CO, which in any event fails in the absence of any evidence that the Player performed work in good faith, having neither played nor trained for the Club, nor even moved to Thailand.

B. Conclusion

144. Based on the foregoing, the Sole Arbitrator finds that:

- In light of all the foregoing considerations, the Sole Arbitrator finds that the Player has failed to establish that a valid and enforceable employment contract was concluded with the Club. Accordingly, the Sole Arbitrator concludes that the Parties were not bound by a valid contractual relationship.

- Consequently, in the absence of a valid contract, the Player could not have terminated the employment relationship with just cause, and the decision of the FIFA Dispute Resolution Chamber cannot be upheld.

145. All other requests submitted by the Parties are to be rejected.

X. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Nongbua Pitchaya FC on 12 July 2025 against the decision issued on 27 June 2025 by the FIFA Dispute Resolution Chamber (Ref. FPSD-16379) is admissible.

2. The appeal filed by Nongbua Pitchaya FC on 12 July 2025 against the decision issued on 27 June 2025 by the FIFA Dispute Resolution Chamber is upheld.

3. The decision issued on 27 June 2025 by the FIFA Dispute Resolution Chamber is set aside in its entirety.

4. (…).

5. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 4 November 2026

THE COURT OF ARBITRATION FOR SPORT

Olivier Carrard
Sole Arbitrator