



TAS / CAS

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

CAS 2025/A/11907 Ulsan HD FC v. Giorgi Arabidze

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Espen Auberg, Attorney-at-law in Oslo, Norway

Arbitrators: Mr Ulrich Haas, Professor of Law in Zurich, Switzerland, and
Attorney-at-law in Hamburg, Germany
Mr Wouter Lambrecht, Attorney-at-law in Geneva, Switzerland

in the arbitration between

Ulsan HD FC, Republic of Korea

Represented by Mr Alexis Schoeb, Mr Micael Totaro, Mr Dongsuk Shin and Ms Célia Guignet, Attorneys-at-law in Australia, Switzerland and Republic of Korea

- Appellant -

and

Giorgi Arabidze, Georgia

Represented by Mr Salvatore Civale, Mr Francesco Cerotto and Mr Besarion Abashidze, Attorneys-at-law in Italy and Georgia

- Respondent -

I. PARTIES

1. Ulsan HD FC (the “Appellant” or “the Club”) is a football club and an affiliated member to the Korean Football Association (“KFA”), which in turn is affiliated with the Asian Football Confederation (“AFC”) and the Fédération Internationale de Football Association (“FIFA”).
2. Mr Giorgi Arabidze (the “Respondent” or the “Player”) is a professional football player of Georgian nationality, previously employed by the Club.
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 Panel 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 relevant.

A. Background Facts

5. On 19 July 2024 the Club and the Georgian club Torpedo Kutaisi concluded an agreement for the transfer of the Player, where the Club agreed to pay a transfer fee of EUR 450,000.
6. On 27 July 2024, the Player and the Club concluded an employment contract (the “Contract”), valid from the date of conclusion until 31 December 2027.
7. Article 1 of the Contract states as follows:

“Purpose

The purpose of this Contract is to promote mutual benefit and development by regulating all necessary matters and the rights and obligations of the Parties involved, with respect to providing the necessary support to the Player to perform as a professional sports player by allowing the Player to participate in professional football games and training sessions to the best of his/her ability and to actively cooperate with the businesses of the Club and the Korea Professional Football League (hereinafter “K League”), in which the Club shall pay a salary in return.”

8. Article 5 of the Contract regulates compensation, and states that the Player was entitled to a basic annual compensation as follows:

- For the period 27 July 2024 until 31 December 2025: USD 800,000 per year, payable in monthly instalments of USD 66,667.
 - For the period 1 January 2025 until 31 December 2025: USD 1,000,000 per year, payable in monthly instalments of USD 83,333.
 - For the period 1 January 2026 until 31 December 2027: USD 1,100,000 per year, payable in monthly instalments of USD 91,667.
9. In addition, the Contract states that the Player was entitled to bonuses, housing, flight tickets and a vehicle. The Contract further specifies that taxes related to compensation paid by the Club shall be borne by the Player.
10. After completing the transfer to the Club, the Player participated in 13 official matches for the Club between August and November 2024. After the season ended, the Player left South Korea for a holiday in early December 2024.
11. On 6 January 2025 the Player travelled to Dubai to join the Club for a training camp, scheduled to last until 26 January 2025.
12. On 7 January 2025, the Player, as well as all the other Club's players participating in the training camp in Dubai, underwent a body composition assessment.
13. Also, on 7 January 2025 the Player attended a meeting with the Club's head coach, Mr Pan-Gon Kim (the "Head Coach" or "Mr Kim"). The Parties have different opinions about what was communicated during this meeting. Whilst the Club alleges that the Player re-expressed his wish to leave the Club, the Player alleges that the Head Coach told him he was no longer a part of his plan for the team, should no longer participate in the squad training sessions and furthermore, invited him to find another club.
14. It is uncontested that after the 7 January 2025 meeting, the Player's agent contacted the South Korean club Daejeon Hana Citizen. On 7 January 2025, the Player's agent stated as follows:
- "Currently, his salary at Ulsan is \$1 million per year, with three years remaining on his contract. However, he is willing to negotiate as he plans to obtain maximum compensation from Ulsan upon his release."*
15. This exchange followed messages of the Player's agent sent earlier in December 2024 to various individuals indicating *"This is my Player [...] If you have any interest about him, Tell me feel free. He can goes there without any problem, transfer fee"*
16. Between 7 January and 5 February 2025, the Player was requested to conduct individual training sessions with the Club's physical coach, Mr Dasol Jang ("Mr.

Dasol”). The Player was not allowed, other than taking part in some collective warm up sessions, to take part in collective training sessions and team meetings. He was also not invited to some of the physical tests performed on the team’s members. During this same period, including at the Dubai training camp, he did however participate in other group activities, including social events and collective meals.

17. On 8 January 2025, the Player, as well as all the other Club’s players participating in the training camp in Dubai, underwent a fitness test. The Player did not perform well on this fitness test and confirmed at the hearing during cross examination that his physical condition was subpar at that moment in time.
18. On 16 January 2025 the Player and the Head Coach had another meeting. An audio recording made by the Player and a transcript from the meeting reveals, *inter alia*, the following conversation between the Player and the Head Coach:

“Head Coach: So you get a. You get a offer. Is it from Jeju?”

The Player: Yeah, a loan.

Head Coach: I think better you go a loan. This is good opportunity for you. I think better for you. Otherwise you stay here six months, one year. That will be killed.

The Player: Yeah, I will decide. Yeah, I will decide. But I think no because it's less salary. I don't know. Let's see.

Head Coach: I tell you, this is good for you. I tell you. You must be happy. You know, Player must be training well, play regularly. Then you have another future, right? So you find opportunity. That I think now know this together. I also send you your cv, your video to China. Not much thing. We act at a good opportunity project. I think we will go there, try again. You know, Once again we will try. Who knows? Who knows? You know, Maybe there will be. You will be exploring.

The Player: I'm searching outside of Korea. And let's see if I will find. End of the month. I think I go outside of Korea. But forever. I don't want to go a loan and come back again.

Head Coach: Loan. Come back. Maybe also another loan. You can go as well. Another thing. Otherwise you stay here. I tell you last one week. I can see that even myself very very tough. Only one week here. So how we can extend this kind of situation? Three months, six months, one year. They will kill you. I tell you. This is not the life, right?

...

Head Coach: better you go to Jeju. ...

Head Coach: Any reason you don't want to go.

The Player: Because it's not good team. And they serve me less salaries also. So no Jeju. But I was searching the another team outside of Korea. Let's see if some something will they get good opportunity. I go.

Head Coach: I tell you. No need to come. Good opportunity.

*The Player: I understand you want that I go. But I will decide. Okay, I will decide.
...*

Head Coach: I did discuss with your agent

The Player: Discuss agent? Don't decide I go or not. I'm deciding. ...

The Coach: more than this. No good for you. I tell you no good for you. No good for anyone, you know, even trainer they are also tough. I'm tough. So anyhow I do better you decided earlier to go somewhere. I think properly training not pretty hard that is better for you. I was mentioned. Yeah. Right. ”

19. On 16 January 2025 the Player was informed, via WhatsApp, that the number 9 jersey, which the Player had used during the previous season, was “*not possible*” for the forthcoming season and the Player was asked to choose another jersey number. After several WhatsApp messages, the Player replied that he wanted to use a jersey with the number 77.
20. On 18 January 2025 the Player sent an email to uhfc@uhfc.co.kr as listed on the Club’s website. the Club. The Appellant describes this as a “generic email address”. However, it is not clear to what other email address the Player should have sent the email to. The email states, *inter alia*, as follows:

“As you know, I have been with the team for twelve days at the training camp in the United Arab Emirates.

From the moment I showed up for my first training session, the coach was surprised to see me and told me that he didn’t need me and wouldn’t allow me to train with the team.

I replied that, as a member of the team, I had the right to train, but contrary to this, without any explanation, the coach has not allowed me to train with the team. Instead, I am under the supervision of the fitness coach and training very hard individually.

As you know, there is an employment contract (AGREEMENT) between us, under which the CLUB, as my employer, is obligated to provide me with training and preparatory conditions. This is one of the CLUB’s primary obligations, protected both by the AGREEMENT signed between us and by FIFA regulations.

Therefore, I am addressing you with a kind request to ensure the fulfilment of Your obligation under the employment contract and to grant me as soon as possible the opportunity to train with the team.”

21. The Club did neither acknowledge nor respond to the above email.
22. On 19 January 2025, the Player and the Club’s interpreter exchanged the following messages on WhatsApp:

“The Player: Could you please tell me why do I need individual phisicall trainings, is something wrong with me?

The Player: ?

Interpreter: When they say something I will let u know

Interpreter: about this, would be good u talk directly with Head Coach!

The Player: i spoke with him 2 times and he told me if i will not leave the club i will be alone”

23. On 20 January 2025 the Player sent a new email to the above email of the Club, stating, *inter alia*, as follows:

“Following my email sent two days ago, I am reaching out again regarding my situation.

Over the past two days, nothing has changed. I am still not allowed to be with the team, neither in training sessions or other activities including friendly games. When I ask for an explanation, the coach remains silent and unresponsive. The only person communicating with me is the translator, who relays the coach's message that "I am not needed on the team". As a result, I am now subjected to abnormal physical training sessions twice a day, both in the gym and on the field.

For example, yesterday, after an intense gym workout, I was forced to run 72 sprint around the pitch (!!!), which will ultimately cause an injury. Despite my request for clarification from the fitness coach about the purpose of such excessive individual training, especially since I am physically fine, feel in great shape, and ready to fully participate in team training, I was told that this was the head coach's decision, and I should resolve the matter with him.

Once again, I am reaching out to you. Considering that I have been subjected to even more intense alone/individual training sessions over the last 15 days since my first letter, and that my #9 jersey has been taken away without any explanation, I now demand that the club clarifies its expectations of me. What is the purpose of the

punitive actions taken against me, and why is the club failing to fulfill its contractual obligations?

I kindly request that team immediately complies with the terms of the contract and ensure my full participation in the team's preparatory and training process as one of the club's highest-paid players.”

24. The Club did neither acknowledge nor respond to the above email.
25. On 26 January 2025 the pre-season finished in Dubai, and the Player and the other members of the Club returned to South Korea where they were given off from 27 to 29 January corresponding to the Chinese New Year holidays.
26. During these holidays, on 28 January the Player sent a third email to the above email address of the Club, stating, *inter alia*, as follows:

“I am writing to express my continued concerns regarding CLUB’s repeated failure to fulfil its obligations under the employment agreement dated 27 July 2024 and forcing me to leave the club without adequate compensation. This is the third formal notice addressing this matter, and I must emphasize the seriousness of these breaches and the necessity for immediate corrective action.

Details of Breaches

Despite previous warnings dated 18 and 20 January 2025, the CLUB has failed to resolve the following issues:

- 1. Exclusion from team training sessions including theoretical and tactical meetings since 7 of January 2025.*
- 2. Abnormal individual/alone physical training sessions twice a day, both in the gym and on the field since 7 of January 2025.*
- 3. The removal of my, as a player’s jersey number 9.*
- 4. Exclusion from teams of the pitch activity during the last 21 days*

These breaches are not only a direct violation of the employment agreement but also detrimental to my Professional and personal well-being. As you know well - among a PLAYER’s fundamental rights under an employment contract, is not only his right to a timely payment of his remuneration, but also his right to access training and to be given the possibility to compete with his fellow teammates in the team’s matches

Request for Immediate Action

I hereby urge the club to rectify these breaches immediately by:

- 1. Reinstatement to full team training sessions including theoretical and tactical meetings by the 30th of January 2025.*
- 2. Return my jersey number 9 to me by the 30th of January 2025.*
- 3. Reinstate me in all team activities outside the field.*

Consequences of Non-Compliance

Failure to resolve these issues until the 6 of February 2025 from the receiving this letter, unfortunately, will leave me with no choice but to take further action, which include termination of the employment agreement with just cause, as permitted under Article 14 of FIFA Regulations on the Status and Transfer of Players.

Final Warning

This letter serves as the final warning to the CLUB. I sincerely hope that we can resolve these matters amicably and avoid further escalation. However, should the CLUB fail to comply, I will be compelled to protect my rights and interests through the appropriate legal channels as FIFA RSTP granted to me.

I would like to kindly ask you one more time, to treat this matter with the urgency it deserves and provide written confirmation of your actions to address the outlined breaches. I look forward to your response immediately.”

27. The Club, again, did neither acknowledge nor respond to the above email.
28. On 1 February 2025, the Player and the Club’s interpreter, Mr Kang Kim, exchanged the following messages on WhatsApp:

“The Player: why i have two physical training everyday bro i am in bad physical condition or what?

Interpreter: Let's talk with them tomorrow

The Player: who made this desecion bro?

Interpreter: I dont know

Interpreter: Lets check tomorrow

Interpreter: Even u ask me I can not answer because I dont know

The Player: i ask to physical coach also he answer me same

The Player: he sayd its not my desecion”

29. On 4 February 2025, the Player and the Head Coach had another meeting, in the presence of the Club's interpreter, Mr Kang Kim (the "Interpreter" or "Mr Kang"). An audio recording and a transcript from the meeting reveals, *inter alia*, the following conversation between the Player and the Head Coach:

"Head Coach: Gior, you said you know the club.

The Player: Yeah.

Head Coach: What do you want? You said, and we already explained, that you will be out of the squad and you will do the individual training, and you accepted it.

The Player: Yeah. It's not, it was my decision, it's your decision, so ...

Head Coach: Who?

The Player: It's not my decision, it's your decision.

Head Coach: No, no, you agreed. You agreed. Then the decision also, uh, so, Gior, Gior, I tell you, find the club, you go, better than you stay here. I explained and you said no problem, then I will do this one, then what do you want now, Gior? What do you want? What can I do for you?

The Player: Everything is written there, it is my lawyer who sent. So, our conversation is done, each other. Finished, right?

Head Coach: You cannot say our conversation is done. You belong, still you belong to this club. You must be listening. Okay?

The Player: No.

Head Coach: You listen.

The Player: No I won't.

Head Coach: If you don't, you may pay, I mean, a fine. You will you will be fined. Against, not you, every day you are against the head coach. Every day we can fine. Do you understand? So, better we decide, you know, quickly. Otherwise, you want to talk to me? Okay? I will consider. [You] still have to obey head coach, we decide, we discuss, you accept, I will do it. Okay? So what do you want? You talk, okay? Then, then I will consider about you. Is it? Then you said you try to find yourself, go to Europe, but I don't think you can go to Europe. Europe already closed, is it? Today or tomorrow will be closed, is it?

The Player: If I terminate the contract with Ulsan, I will be free.

Head Coach: Terminate? What kind of terminate?

The Player: Just terminate.

Head Coach: Terminate because you ..., what kind of terminate?

The Player: Look, look, I will explain. If I find the team...

Head Coach: Yeah.

The Player: which I'm searching now...

Head Coach: Yeah.

The Player: ...if I find, I will terminate with Ulsan and go free.

Head Coach: Yeah.

The Player: And when I will be free...

Head Coach: Now you can go free. You can go free. We we will give you free.

The Player: But first, first I must search the club. I must find the club.

[...]

Head Coach: Then then what do you want? Do you want to join the training sessions? We let you, if you decide already to go, no problem, Uh..."

30. On 5 February 2025 a new meeting was held, this time between the Player, the Club's Assistant Coach, Mr Kwang-Soo Cho, and the Interpreter. An audio recording and a transcript from the meeting reveals, *inter alia*, that Mr Cho referred to an email the Player sent to the Club and stated as follows:

"since from today, you will participate the normal training with the team. And about the training number, uh, team number also, we are going to give it to you. So, we hope you train hard and work hard to the team."

31. In the same meeting the Player expressed that he wanted to train with the physical coach that he needed some time to find a new club, and that they could terminate the Contract. In particular, the Player stated, *inter alia*, as follows:

"We can just terminate and go. But before, I must fix the things, details with another club. So that's why I said to the coach, because coach also asked me yesterday, uh, you want to join to the team or what? Because we have too much tactical parts and things. I said it's better to control for myself because, uh, team did other trainings and, uh, me at this time did other trainings. Uh, so I don't want to go injury because

if I go injury, I cannot go nowhere. So, you know, we stay here and don't play, too bad. So that's why I want to be with [Physical Coach] and control for myself.”

32. On 6 February 2025 the Player sent the Club a new email, where he terminated the Contract. The email states, *inter alia*, as follows:

“I am writing to formally notify FC Ulsan (CLUB) of my decision to terminate my employment contract, dated 27 July 2024 (CONTRACT), in accordance with the applicable regulations and due to the CLUB's fundamental breach of the agreed-upon terms.

Grounds for Termination

Despite my full commitment to fulfilling my obligations under the CONTRACT and unanswered remain warning letters sent to the CLUB on 18 January, 20 January and 28 January 2025 - the CLUB has consistently failed to meet its contractual responsibilities refused to reintegrate me and continued blocking my access and participation in the main team training sessions. These breaches include but are not limited to:

- 1. Exclusion from team training sessions including theoretical and tactical meetings from 07 of January to 06 February 2025.*
- 2. Abnormal individual/alone physical training sessions twice a day, both in the gym and on the field without rest days starting from 07 of January during the training camp in the UAE and continuing after returning to Korea until 05 of February 2025.*
- 3. The removal of my, as a player's jersey number 9.*
- 4. Exclusion from the teams pre seasonal medical and body composition (INBODY CHECK) test.*
- 5. Exclusion from the capture players profile photos and promotional videos for the 2025 season.*
- 6. Exclusion from the players list for all pre-season friendly matches.*
- 7. Exclusion from all "teams of the pitch activity" during the last 31 days*

These actions constitute a severe and irreparable breach of the CONTRACT, making it untenable for me to continue under the current conditions. The present situation has nothing to do with sportive choices, but instead with an outrageous and continuous discrimination perpetrated against me! As certainly it is of your knowledge, I had the legitimate right to participate in the team's normal activity, namely to participate in the same physical and tactical training sessions as my colleagues and to be integrated in the main team group. Notwithstanding, without

any medical or legal justification, since 7th of January 2025 I have been discriminated and put aside - only running and performing gym work – always apart from the remaining team group and without any objective purpose! As you well know, my requests were legitimate and it is the CLUB's conduct that is not in line with the FIFA Regulations nor with FIFA DRC and CAS jurisprudence!

Your disregard of my successive communications, together with the mentioned conduct, configures a guilty and conscientious failure of your contractual duties. Furthermore, your persistent conduct, configures a serious and irreparable breach of the contract – a situation that moreover is causing me as a professional player, severe psychological damages, namely anguish, suffering and anxiety, besides sportive/professional damage. Confronted with such persistent and guilty contractual breach of your part, as well as the damages that this situation carries to me, I must conclude that there are no conditions to continue developing my professional activity at your service.

Termination with Just Cause

As outlined in Article 14 of FIFA Regulations on the Status and Transfer of Players, an employment contract may be terminated “with just cause” if one party commits a breach of sufficient seriousness. Given the club's ongoing non-compliance, it is evident that the employment relationship is no longer reasonably sustainable. Based on the referred situation and specifically in your guilty breach of the CONTRACT, I formally hereby terminate unilaterally the contract that binds me to your Club with just cause and with immediate effects. Compensation and Consequences

In light of the above, I reserve the right to seek compensation for the residual value of the contract and any additional damages caused by the club's breach, as stipulated under the FIFA RSTP. I also still trust that ULSAN will refrain from any action that could harm my reputation or Professional standing.

Effective Date of Termination

This termination will take effect immediately upon receipt of this letter. It means that the CONTRACT termination date is 6 February 2025 18:00 PM. I regret that the situation has reached this point, but I am left with no alternative due to the CLUB's continued disregard for its contractual obligations.

Finally, I also inform you that within the next few days, I will lodge the claim at FIFA DRC for serious breach of the contractual obligations, and request financial compensation motivated by Your contractual breach.”

33. On 7 February 2025, a new meeting was held, this time between the Player, the Club's Vice President, and the Player's former agent.

34. On 12 December 2025, the Player signed an employment contract with the Georgian club FC Torpedo Kutaisi LLC, until 31 December 2026, which provides a fixed monthly salary of USD 2,000.

B. Proceedings before the FIFA Dispute Resolution Chamber

35. On 13 February 2025 the Player filed a claim with the Dispute Resolution Chamber of the FIFA Tribunal (the “FIFA DRC”).
36. In his claim before the FIFA DRC, the Player argued, *inter alia*, that he had just cause under Article 14 of the Regulations on the Status and Transfer of Players (“FIFA RSTP”) to terminate the Contract. In addition, the Player also claimed that he was entitled to a compensation for breach of contract in the amounts of USD 3,116,667 plus EUR 2,631.66 corresponding to two flight tickets, and USD 200,000 for moral and psychological damages.
37. The Club rejected the Player’s claim and argued that the Player did not have just cause to terminate the Contract. The Club filed a counterclaim, requesting USD 580,517.17 plus KRW 22,290,780 in damages from the Player for his wrongful termination of the Contract.
38. In his reply to the Club’s counterclaim, the Player rejected the claim and reiterated that the termination of the Contract was lawful.
39. The FIFA DRC rendered a decision on 24 July 2025 (the “Appealed Decision”). The FIFA DRC partially accepted the Player’s claims. The operative part of the Appealed Decision reads as follows:

“1. The claim of the Claimant, Giorgi Arabidze, is partially accepted.

2. The counterclaim of the Respondent, Ulsan HD FC, is rejected.

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

- USD 3,116,667 as compensation for breach of contract plus 5% interest p.a. as from 6 February 2025 until the date of effective payment; and

- EUR 2,631.66 as reimbursement for flight tickets.

4. Any further claims of the Claimant are rejected.

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

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

1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

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

8. This decision is rendered without costs.”

40. The grounds of the Appealed Decision were communicated to the Parties on 10 October 2025. A summary of the FIFA DRC’s reasoning in the Appealed Decision is as follows:

- According to Articles 31 and 34 of the Procedural Rules Governing the Football Tribunal January 2025 edition (the “FIFA Procedural Rules”), it is these rules that are applicable to the matter at hand. In accordance with Article 22 lit. b) of FIFA RSTP, the FIFA DRC was competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Georgia and a club from the Korean Republic.
- The FIFA DRC, by a majority decision, concluded that the behaviour of the Club, consisting of separating the Player from the rest of the team and making him train alone for a prolonged period of time without any explanation was deliberately abusive. The FIFA DRC further concluded that the Club behaved in an abusive manner by informing the Player that he did not need to attend the team’s photoshoot and informing him that he could no longer wear the number 9 jersey.
- The FIFA DRC noted that the Player tried to contact the Club and be allowed to comply with the terms of the Contract without receiving a clear answer, and concluded that the Player was left in an uncertain situation and that his trust in the Club had been legitimately affected by its conduct to such an extent that, in good faith, he could no longer be reasonably expected to continue the employment relationship. Consequently the Player had just cause to terminate the Contract on 6 February 2025, due to the abusive conduct of the Club.

- With regards to the consequences of the termination of the Contract, the FIFA DRC found that the Player was entitled to compensation in the amount of USD 3,116,667, corresponding the residual value of the Contract, and EUR 2,631.66 for reimbursement of flight tickets.
 - Finally, the FIFA DRC found that the Player was entitled to an interest at the rate of 5% p.a. on the outstanding amounts as from the due dates until the date of effective payment.
41. The FIFA DRC did not have the possibility to evaluate the conversations that took place on 16 January and 4 and 5 February 2025, as referenced above in paragraphs 18 and 28 to 30, as the audios and transcripts of these meetings were not presented by the Player and/or the Club in front of FIFA.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

42. On 31 October 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (“CAS”), pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2025 edition) (the “CAS Code”), against the Appealed Decision. In its Statement of Appeal, the Appellant nominated as arbitrator Mr Wouter Lambrecht, Attorney-at-law in Geneva, Switzerland.
43. On 10 November 2025, the Respondent nominated as arbitrator Prof. Dr. Ulrich Haas, Professor of Law in Zurich, Switzerland, and Attorney-at-law in Hamburg, Germany.
44. On 20 November 2025, after having been granted extensions to the time limit further to Article R32 of the CAS Code, in accordance with Article R51 of the CAS Code, the Appellant filed its Appeal Brief.
45. On 8 December 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:
- President: Mr Espen Auberg, Attorney-at-law in Oslo, Norway;
- Arbitrators: Prof. Dr. Ulrich Haas, Professor of Law in Zurich, Switzerland, and Attorney-at-law in Hamburg, Germany;
- Mr Wouter Lambrecht, Attorney-at-law in Geneva, Switzerland.
46. On 5 January 2026, in accordance with Article R55 of the CAS Code, the Respondent filed its Answer. In its Answer the Respondent, *inter alia*, requested the Panel to declare inadmissible four of the Appellant’s exhibits relating to the meetings between the Club and Player on 4 and 5 February 2025.

47. On 7 January 2026 the CAS Court Office invited the Appellant to submit its position on the Respondent's request to declare these four exhibits inadmissible.
48. On 14 January 2026 the Appellant submitted its position on the Respondent's request.
49. On 21 January 2026, following consultation with the Parties, on behalf of the Panel, the CAS Court Office confirmed that a hearing would be held in Lausanne, Switzerland on 6 March 2026, pursuant to Articles R44.2 and R57 of the CAS Code.
50. On 22 January 2026, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by both Parties on 27 January 2026.
51. On 13 February 2026, after consultation with the Parties, the CAS Court Office sent the Parties a draft hearing schedule, proposed by the Panel.
52. On 27 February 2026 the CAS Court Office informed the Parties that the Panel had rejected the Respondent's request to declare four of the Appellant's exhibits inadmissible.
53. On 6 March 2026, a hearing was held in Lausanne, Switzerland. In addition to the Panel and Mr Antonio de Quesada, Head of Arbitration Services at CAS, the following persons attended the hearing:

For the Appellant:

Mr Alexis Schoeb, Counsel;

Mr Micael Totaro, Counsel;

Mr Dongsuk Shin, Counsel;

Ms Lydia Kim, Counsel;

Mr Taewon Kang, Party in-house legal counsel;

Ms Innhwa Kwon, Party in-house legal counsel;

Mr Pan Gon Kim, witness;

Mr Kang Kim, witness;

Mr Dasol Jang, witness;

Ms Olivia Hee Seong Kim, Interpreter, via video.

For the Respondent:

Mr Giorgi Arabidze, Party;

Mr Salvatore Civale, Counsel;

Mr Francesco Cerotto, Counsel;

Mr Besarion Abashidze, Counsel;

Mr Roberto Terenzio, Counsel, via video;

54. The Panel heard testimonies from the witnesses proposed by the Appellant and the Player. The witness proposed by the Respondent was, with the agreement of the Parties, not heard. The witnesses were invited by the President of the Panel to tell the truth subject to the sanction of perjury under Swiss law. The Parties and the Panel had full opportunity to examine and cross-examine the witnesses and the Player.
55. The Parties were given full opportunity to present their cases, submit their arguments and to answer the questions posed by the Panel.
56. Before the hearing was concluded, all Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

57. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Club's Submissions

58. The Club's submissions, in essence, may be summarized as follows:
 - Since August 2024 the Player expressed unhappiness about his role in the team. In December 2024 and January 2025, the Player expressed that he no longer wished to remain at the Club, and he, and his agent, actively sought a transfer to a new club.
 - On 7 January 2025, when the Player returned from holidays for the training camp in Dubai, the Player was in an unsatisfactory physical condition. Due to the Player's unsatisfactory physical condition, and his request to leave the Club, a tailor-made

physical program was designed to help the Player regain proper fitness while preventing injuries as he was searching for a new club.

- The Player did not have just cause to terminate the Contract, nor was he subject to any “abusive conduct” within the meaning of Article 14(2) FIFA RSTP.
- The Club neither breached the Contract nor engaged in any abusive conduct. The termination grounds invoked by the Player to justify the termination are either wrong or had been previously discussed between the Parties, or even specifically requested by the Player himself.
- Even if the Club’s actions were to be considered inconsistent with the Contract, it took all necessary measures to remedy any such alleged breach. The Player therefore had no valid grounds to terminate the Contract.
- The termination grounds invoked by the Player concerning his alleged exclusion from tactical training sessions, pre-season friendly matches and team pitch activities, as well as the alleged imposition of abnormal physical training, were all agreed upon and even expressly requested by the Player himself.
- The Player had expressed a wish to leave the Club, and upon the Player’s request, it was agreed between the Club and the Player that, to regain his physical condition and avoid injury while seeking a transfer, he would follow a specific fitness program under the supervision of the Physical Coach and the Club’s medical team.
- During the meetings on 4 and 5 February 2025 the Player confirmed that he preferred to continue with individual training, and did not want to join collective training sessions, as he asked for more time to find a new club.
- Consequently, the Player’s complaints relating to the alleged exclusion from collective training sessions, tactical activities, and friendly matches, as well as to the alleged imposition of “abnormal” individual physical training sessions, are unfounded.
- The Player's poor physical condition and propensity to injuries made implementation of an individual training program a necessary and justified measure.
- The Player's complaint about not being assigned jersey number 9 was never a genuine concern. The Player never had a right to wear a specific jersey number, and accepted a different jersey number without any complaint, and the Player did not genuinely care about his jersey number since he wished to leave the Club and was actively looking for an opportunity to transfer abroad.

- The alleged exclusion of the Player from medical and body composition tests is indeed incorrect. The Player participated in these tests on 7 and 8 January 2025. Furthermore, the Player had full access to the Club's medical services.
- The alleged exclusion from photos and promotional videos is also factually incorrect, since the Player participated in the Club's new kit photos and video shoots on 3 February 2025.
- Unilateral termination with just cause in accordance with FIFA RSTP requires a sufficiently serious breach that fundamentally undermines the relationship of trust between the parties such that continuation of their employment relationship was objectively unreasonable.
- No objective observer could conclude that the continuation of the parties' employment relationship was impossible or even unreasonable in these circumstances. It was not a situation of abuse. The Club's conduct, which showed considerateness and goodwill towards the Player's difficulties, bears no resemblance to cases where abusive conduct has been established, such as prolonged exclusions without justification, non-payment of salary, harsh treatment, or other punitive measures.
- An immediate termination of an employment contract is only justified if, after the issuance of a prior warning, the invoked grounds remain uncured after the expiry of the remedy period. If the breach is cured within the warning notice period, the original grounds for just cause cease to exist and can no longer support immediate termination. In the present case, in his warning letter of 28 January 2025, the Player gave the Club a deadline until 6 February 2025 to remedy the purported breaches.
- On 4 and 5 February 2025 the Club extended invitations to the Player to join collective training sessions and offered him jersey number 9, as he requested. By doing so, the Club had remedied all of the purported breaches invoked by the Player in his letter of 28 January 2025.
- On the termination date, i.e., 6 February 2025, none of the termination grounds invoked by the Player either in his notices of complaint dated 19, 20 and 28 January 2025 or in his termination notice, continued to exist. Accordingly, the Player had no ground to terminate the Contract with immediate effect on 6 February 2025.
- The Player's termination of the Contract only two days after this confirmation that he did not wish to join the team training sessions and intended to continue only a light individual training program constitutes manifestly contradictory behaviour and a breach of the principle of good faith.
- Consequently, the Player terminated the Contract without just cause. He must therefore bear all consequences arising from such a wrongful termination.

- The legal consequences of the Player's termination without just cause are found under Article 17 FIFA RSTP, which states that if a party terminates a contract without just cause, the party in breach must pay compensation. Consequently, the Club, being the injured party following the Player's termination of the Contract without just cause in the present case, is entitled to compensation.
- The method of calculation of compensation owed by a player shall be based on the residual value of the prematurely terminated contract. The value of the Player's services corresponds to an amount of USD 3,116,663, and the Club is entitled to this amount as compensation.
- The amount of compensation due by the Player fell due on 6 February 2025 and the default 5% interest rate per annum, as stipulated in Article 73(1) of the Swiss Code of Obligations, is applicable and payable from that date.

59. On these grounds, the Club made the following request for relief:

“(a) ORDER that the Appealed Decision be set aside in its entirety;

(b) DECLARE that Mr Giorgi ARABIDZE has terminated the Contract without just cause;

(c) ORDER Mr Giorgi ARABIDZE to compensate ULSAN HD FC in the amount of USD 3,116,663, plus interest at the rate of 5% per annum as from 6 February 2025 until the date of effective full payment;

(d) DISMISS all prayers for relief submitted by Mr Giorgi ARABIDZE; and

(e) ORDER that Mr Giorgi ARABIDZE is to bear and pay the arbitration costs, including all legal fees and other expenses incurred by ULSAN HD FC in connection with these proceedings.”

B. The Player's Submissions

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

- During December 2024 the Player never expressed a wish to leave the Club. Under article 14 paragraph 2 of FIFA RSTP, the relevant question is not whether the Player was content or considering alternative options, but whether the Club engaged in abusive conduct aimed at forcing the Player to terminate the Contract or to accept a change of its terms or leave at any condition to join another team.
- Regarding the Club's claim that fitness tests revealed that the Player, in January 2025, was in poor physical form, the Player categorically disputes the evidentiary value and reliability of the exhibits presented by the Club. Upon his arrival at the training camp, the Player was subjected to the ordinary medical checks routinely

carried out on all players. The Club never indicated to the Player that he was allegedly in an inadequate physical condition or unfit to train with the team.

- It was the Head Coach who expressly excluded the Player from the team, both from physical and tactical training sessions. The individual training imposed on the Player was therefore not his free choice, but the direct consequence of a unilateral sporting decision taken by the Club and the Player has always objected this situation.
- The WhatsApp conversation between the Player and the Interpreter reveals that the Player never stated that he wished to train alone, that he agreed with such arrangement, or that he wanted to leave the Club. On the contrary, the exchanges consistently show that it was the Head Coach who no longer wanted the Player as part of the squad, and that the Player was merely reacting to an imposed and unjustified exclusion.
- The Player was excluded from four friendly matches played on 19, and 25 January and 2 and 5 February 2025. Such exclusions confirm the Club's will to exclude and marginalize the Player from the first team in an abusive manner, in violation of the contractual obligations.
- Even assuming that the Player required some form of physical conditioning, such circumstance could never justify the Club's decision concerning the full separation from first-team training, exclusion from tactical and theoretical sessions, exclusion from pre-season friendly matches, and the imposition of additional marginalising measures. A fitness-based program may be legitimate only if it is proportionate, transparently reasoned, medically and sportingly documented, and genuinely temporary, with a clear and concrete reintegration pathway into first-team activities. None of these essential conditions were met in the present case, as the Club failed to demonstrate the existence of any structured plan, objective criteria for reintegration, or formal decision explaining why even partial team integration was impossible.
- The Player's three notices sent on 18, 20 and 28 January 2025 explicitly demanded reintegration into full team activities and set a precise deadline for compliance. The Club never responded in writing to any of the warning notices. It neither rejected the allegations, nor provided any justification for the Player's continued exclusion, nor complied with the specific requests. Such silence constitutes proof that the Club was unable to justify its conduct and demonstrates a failure to remedy the abusive and unlawful situation denounced by the Player.
- The Club's accusation that the Player acted deceptively or fabricated a strategy to terminate the Contract is a clear evidentiary overreach. It seeks to replace objective,

documented facts, namely prolonged exclusion, unanswered warning notices, lack of reintegration, and several written complaints.

- The Club failed to send any official response rebutting the Player's complaints. Instead, it arranged the meetings of 4 and 5 February 2025 and secretly recorded them. A party acting in good faith would be expected to provide a written response, particularly where the Player had issued an explicit ultimatum. The Club's silence is incompatible with its current attempt to characterize the regime as consensual and requested by the Player.
- Despite having the audio recordings since 4 and 5 February 2025, the Club never advanced this theory nor produced the recordings in its submissions before the FIFA DRC. The claim that the Player allegedly asked to be separated from the team and to train alone thus appears for the very first time only at the CAS stage, in violation of article R57 of the CAS Code, supported by evidence that was deliberately withheld at first instance. The audio recordings and transcripts from these two meetings should, in accordance with Article 28 Swiss Civil Code and CAS jurisprudence, be declared inadmissible. If formally admitted they should be accorded no or negligible probative value.
- The two meetings held on 4 and 5 February 2025 did not result in any reintegration of the Player. On the contrary, they confirmed the Player's continued exclusion from first-team training and activities, the Club's lack of intention to reinstate him and an invitation for the Player to find a new club. The Head Coach stated that he considered the Player to be "out of the squad", whilst the Player stated that it was the Club's decision to exclude him. This shows that the Player was excluded by unilateral sporting decision, not by any alleged agreement or request on his part.
- The Player's expressions of frustration and his wish to end the meeting held on 5 February 2025 cannot be twisted into evidence of bad faith or premeditated termination but confirms that the Club's conduct had reached a point where the employment relationship was objectively no longer sustainable. The Player's termination of the Contract on 6 February 2025 was the direct and justified consequence of the Club's abusive and illegitimate conduct, in line with Article 14(2) FIFA RSTP.
- Audio recordings of the meeting between the Player and the Head Coach held on 16 January 2025 reveals that the Head Coach told the Player that he was no longer part of his plans and that he should find another club. Audio recordings of the meeting held on 7 February 2025 between the Player and senior Club officials, confirms that those officials were aware of the Coach's behaviour, they had tried to persuade him but failed and the Coach did not want the Player in the squad for the 2025 season. This clearly demonstrates that the individual training and the exclusion from the squad were unilaterally imposed by the Club as requested by

the Head Coach and confirms the finding of the FIFA DRC in the Appealed Decision that the Player was subjected to a prolonged and unjustified marginalisation within the meaning of Article 14.2 FIFA RSTP.

- The Player terminated the Contract with just cause on 6 February 2025, due to the abusive conduct of the Club. Under Article 14 FIFA RSTP, just cause exists where the fundamental terms and conditions that formed the basis of the contractual relationship are no longer respected, such that the injured party cannot, in good faith, be reasonably expected to continue the employment relationship. In the case at stake, it is clear that the existence of serious breaches of contractual obligations by the Club, forced the Player to terminate the contract.
- Abusive conduct may be established through a pattern of measures, rather than a single isolated act, and grants adjudicating bodies a broad margin of appreciation in identifying such behaviour.
- From 7 January to 6 February 2025, the Player was systematically excluded from all team on the pitch activities for a continuous period of 31 days. The exclusion was not temporary, not supported by any written sporting or medical decision, nor justified by an injury recovery, expressly confirmed by the Head Coach who declared that the Player was “out of the squad”, never remedied despite repeated warning notices, and combined with pressure to find a new club. These elements establish that the Club engaged in a sustained pattern of abusive conduct aimed at forcing the Player to leave, thereby satisfying the conditions of article 14 FIFA RSTP.
- On 16 January 2025, the Player was informed that his jersey number 9, worn during the previous season, was removed and that he was required to select a different number. The removal of the jersey number was not an isolated administrative adjustment but formed part of a broader and coherent pattern of exclusion and degradation of the Player’s status within the Club. On 5 February 2025, during the meeting with the Assistant Coach, the Player was allegedly promised that the number 9 jersey could be returned to him. In the absence of any written confirmation or concrete implementation, the late reference to restoring the No. 9 shirt cannot negate the cumulative effect of the prior marginalization. The removal of the Player’s jersey number 9 must be assessed as a symbolically powerful element of the overall pattern of abusive conduct that ultimately destroyed the trust underpinning the employment relationship and contributed to the Player’s termination of the Contract.
- When training activities resumed in South Korea at the Club’s facilities in February 2025, the Player was excluded from the medical and body composition assessments. This exclusion is particularly telling in relation to the Club’s abusive conduct. On the one hand, the Club attempted to justify the Player’s isolation by

alleging poor physical conditions. On the other hand, it excluded him from the very medical and performance assessments routinely used to evaluate players' fitness. Furthermore, during the pre-season period, the Player was excluded from the squad lists for all friendly matches, which revealed the abusive conduct of the Club.

- K-League clubs are allowed to register a maximum of six foreign players, with a limit of four foreign players fielded simultaneously on the pitch. In February 2025, however, the Club had seven foreign players registered in its squad, making it necessary to make exclusionary choices. The Club's conduct was a consequence of a deliberate sporting decision not to register the Player and not to consider him eligible for selection, due to the foreign-player quota constraints. The K-League 1 foreign-player regulations, when read together with the factual pattern of exclusion and marginalization, shows that the Club had no genuine intention to register or field the Player, and that the measures imposed on him were aimed at forcing him out of the Club. This reinforces the conclusion that the Club engaged in abusive conduct within the meaning of article 14.2 FIFA RSTP, entitling the Player to terminate the Employment Contract with just cause.
- The facts of the case demonstrate that the only party acting in bad faith throughout the contractual relationship was the Club. The termination of the Contract was not abrupt or opportunistic, but the natural and coherent consequence of the Club's persistent failure to cure its breaches. The Player's termination on 6 February 2025 was the direct and foreseeable consequence of the Club's abusive and bad faith conduct within the meaning of article 14 of FIFA RSTP. Consequently, the Club's appeal must be rejected and the Appealed Decision confirmed in full.
- The Club's claim for USD 3,116,663 as compensation is procedurally abusive, legally unfounded and must be rejected. At first instance, before the FIFA DRC, the Club did not claim the residual value of the Contract as compensation but limited its request to USD 580,517.17 plus KRW 22,290,780 as damages. Under Swiss law, the principle of immutability of claims provides that the object of the dispute is defined by the claims brought at first instance. A party may not, in an appeal proceeding, replace its original claim with a different one, nor substantially alter its legal basis or quantum. The de novo nature of the appeal does not override the prohibition of abusive procedural behaviour. A party cannot first choose to limit its claim before FIFA and, after losing, reformulate and increase its demand entirely at CAS level. This constitutes a case of *venire contra factum proprium* and violates the principle of estoppel, which is firmly embedded in Swiss law and before CAS. Consequently, the Club's request for USD 3,116,663 as compensation must be declared inadmissible as a matter of procedural law, due to the illegitimate and abusive modification of the claim between first instance and appeal. In any case, an amount awarded to the Club must be considered on a gross basis.

- Under Swiss law, where the termination of an employment relationship is attributable, in whole or in part, to the conduct of the employer, any entitlement to damages must be reduced accordingly, as an employer cannot benefit from its own wrongful behaviour. The Club's contribution to the breakdown of the employment relationship is both substantial and decisive. Such behaviour constitutes contributory negligence of a degree that would require a substantial reduction of any compensation, as the Club cannot invoke damages resulting from a termination that it itself provoked through unlawful, abusive and bad-faith conduct.

61. On this basis, the Player made the following request for relief:

“Preliminarily:

- *Declare inadmissible, pursuant to article R57.3 CAS Code, the recordings introduced for the first time in the CAS appeal proceedings by the Appellant as exhibits 28, 29, 30 and 31;*

On the merit

- (a) Dismiss the appeal lodged by Ulsan HD FC;*
- (b) Confirm in full the FIFA DRC Decision ref. FPSD-18212;*

In subsidiary way

- (c) In the unlucky case – quod non – the honourable Panel deems to recognize the Player's termination of the Contract with just cause, no compensation must be recognized to the Appellant in accordance with article 337b (2) SCO, or in any case the Player could be condemned to pay a minor compensation than that requested by the Appellant, i.e. not higher than “USD 580,517.17 plus KRW 22,290,780”, deducting the amount which will be ascertained by the Panel on the basis of the Club's contributory negligence, at least of 80%;*

or

- (d) Subsidiarily, in the case the Panel were to consider that the amount of compensation awarded by the FIFA Dispute Resolution Chamber is not appropriate, the Respondent respectfully requests the Panel to determine a fair and proper amount of compensation, taking into due account all relevant circumstances of the case, including, in particular, the Player's duty to mitigate his damages and the remuneration earned under his New employment contract.*

- (e) Establish that the amounts due in favour of the Club must be considered gross.*

In any case

(f) Order the Appellant to bear the entire amount of the procedural costs of this arbitration procedure;

(g) Order the Appellant to pay a contribution for the legal fees and other COSTs incurred by the Respondent in relation to these proceedings in the amount of CHF 30,000 or in the different amount set at the discretion of the Panel, especially considering the vexatious nature of the appeal;

(h) Grant any other relief or orders it deems reasonable and fit to the case at stake.”

V. JURISDICTION

62. The Panel notes that the Appealed Decision was issued by the FIFA DRC. The jurisdiction of CAS derives from Article R47 of the CAS Code, which reads:

“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.”

63. Further, the jurisdiction of CAS derives from Article 50 (1) of FIFA’s Statutes (May 2024 Edition), as it determines 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”*.

64. The jurisdiction of CAS was not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by both Parties.

65. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

66. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the CAS Code and Article 50 (1) of FIFA’s Statutes. The Statement of Appeal was filed by the Appellant on 31 October 2025, i.e. 21 days after the FIFA communicated the grounds of the Appealed Decision to the Parties on 10 October 2025, hence within the deadline of 21 days.

67. The appeal complied with all other requirements of Article R48 of the CAS Code.

68. It follows that the appeal is admissible.

VII. APPLICABLE LAW

69. Article R58 of the CAS Code provides as follows:

“Law Applicable to the Merits. 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.”

70. The Appealed Decision was issued by the FIFA DRC in accordance with the FIFA Statutes Article 49 paragraph 2, which provides:

“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.”

71. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA.

72. Considering that the dispute was brought to FIFA on 13 February 2025 and that FIFA DRC rendered a decision on 24 July 2025, the January 2025 edition of FIFA RSTP shall apply on the basis of the transitional provision contained in Articles 26 and 29 of said FIFA Regulations. Swiss law shall be considered subsidiarily in case of a lacuna in the various regulations of FIFA.

VIII. PRELIMINARY ISSUE - THE PLAYER’S REQUEST TO EXCLUDE EVIDENCE

73. In his Answer, the Player requested the Panel to reject four exhibits filed by the Club in its Appeal Brief. The four exhibits were audio recordings and transcripts of two meetings held between the Parties on 4 and 5 February 2025. The Appellant opposed said request.

74. This request was rejected by the Panel and the Parties were made aware thereof by the CAS Court Office on 27 February 2026.

75. In what follows below, the Panel will recall the main arguments advanced by the Parties and the reasons that led the Panel to reject the Player’s request to declare these exhibits inadmissible.

76. The request to reject the evidence was, in essence, based on a view that the audio recordings were made secretly, and breached the personality rights of the person recorded, that the audio recording was obtained illegally for litigation purposes, that the audio recordings lack confirmation of authenticity, and that the evidence was

available to the Club before the proceedings before FIFA DRC, and deliberately withheld.

77. In reply thereto, the Club argued, *inter alia*, that the audio recordings were lawfully obtained as per the applicable legislation in South Korea, which follows a “one-party consent” rule, meaning that a participant to a conversation may record it, even secretly and that only recordings made by a third-party external to the conversation are prohibited. This follows from article 3.1. of the Korean Protection of Communications Secrets Acts and is an accepted practice which has been confirmed by the Player himself who recorded at least two meetings with Club representatives, namely on 16 January and on 7 February 2025. Besides, the Club submitted that the evidence in any case was admissible under arbitral rules, and that the *de novo* review of a case allows the Panel to admit new evidence.
78. It appears questionable what law applies to the above question. The Respondent refers insofar to South Korean law, more particularly to article 3.1 of the Korean Protection of Communications Secrets Act, which reads as follows:
- “No person shall censor any mail, wiretap any telecommunications, provide communication confirmation data, or record or listen to any conversation between others that is not made public, except as provided for in this Act, the Criminal Procedure Act or the Military Court Act [...]”*
79. Whether it follows from the above that a party may secretly record non-public conversation can be left open since not only the recording but also the publication and disclosure of a recording made without the consent of all parties involved may infringe the law. Since the disclosure took place in Switzerland as part of these proceedings, the Panel will be guided by Swiss law when determining the question whether the recordings may be used as evidence in these proceedings. The Panel notes that the disclosure of secret recordings violates the personality rights of the parties concerned (BSK-ZGB/MEILI, 7th ed 2022, Article 28 no. 22). The question, thus, is whether such breach of the Respondent’s personality rights under Swiss law precludes the evidence from being admitted in these proceedings.
80. The Panel notes that the CAS Code is silent on whether evidence the use of which breaches fundamental rights may be admitted in arbitration proceedings. On this point the Panel takes note of the well-established jurisprudence of the CAS articulated by the CAS panel in the matter CAS 2009/A/1879 paras 134 *et seq.* and endorsed by the panel in CAS 2011/A/2425 para 80, which reads as follows:

“The internal Swiss legal order does not set forth a general principle according to which illicit evidence would be generally inadmissible in civil proceedings before State courts. On the contrary and according to the longstanding jurisprudence of the Federal Tribunal, whether the evidence is admissible or inadmissible depends on the

evaluation of various aspects and legal interests. For example, the nature of the infringement, the interest in getting at the truth, the evidentiary difficulties for the interested party, the behaviour of the victim, the parties' legitimate interests and the possibility to obtain the (same) evidence in a lawful manner are relevant in this context. [...] The above described principles are only a feeble source of inspiration for arbitral tribunals. [...] In particular, the prohibition to rely on illegal evidence in State court proceedings is not binding per se upon an arbitral tribunal. According to international arbitration law, an arbitral tribunal is not bound by the rules of evidence applicable before the civil State courts of the seat of the arbitral tribunal. As seen above, the discretion of the arbitrator to decide on the admissibility of evidence is exclusively limited by procedural public policy. In this respect, the use of illegal evidence does not automatically concern Swiss public policy, which is violated only in the presence of an intolerable contradiction with the sentiment of justice, to the effect that the decision appears incompatible with the values recognized in a State governed by the rule of law»

81. The Panel endorses the position articulated by previous CAS panels as set out above and observes that the decision to admit such evidence “*should be taken through a careful balancing of the interests involved*” whilst “*the Federal Supreme Court has stated that illegally obtained evidence should be admitted if the interest in protecting the right that was infringed by collecting the evidence weighs less than the interest in establishing the truth.*”, (RIGOZZI/HASLER, Chapter 15 – the CAS Procedural Rules, in ARROYO: Arbitration in Switzerland – The Practitioner’s Guide, Second Edition Volume II, Wolters Kluwer, p. 1553 para. 32, with further references).
82. Applying the aforementioned criteria, and undertaking this careful balancing act, the Panel is of the view that the benefits of admitting the evidence, i.e. in establishing the truth, outweighs the disadvantages. Considering the nature of the dispute at hand – which has a substantial financial element to it – the Panel finds it of paramount importance to establish the “truth”, i.e. whether or not there was a just cause, for which both recordings are of critical importance. For these reasons, the Panel considers that these recordings should, in principle, be admitted to the case file.
83. In principle, since the Player also submits that the audio recordings were available to the Club before the proceedings before FIFA DRC and that the Club deliberately withheld the audio recordings until the appeal proceedings before CAS, reasons for which they should also have been declared inadmissible.
84. In this regard, Article R57 paragraph 3 of the CAS Code provides as follows:

“*The Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered*”.

85. The panel’s discretion to exclude evidence pursuant to Article R57 paragraph 3 of the CAS Code must be seen in connection with Article R57 paragraph 1 of the CAS Code, which provides that the panel has “full power to review the facts and the law”. In other words, as a starting point, CAS appeals arbitration procedures require a *de novo* review of the merits of the case.

86. The Panel notes that in accordance with legal doctrine and CAS case law, the panel’s discretion to exclude evidence should be exercised with caution. In CAS 2017/A/5090 the panel stated as follows with respect to the relationship between Article R57 paragraph 3 of the CAS Code and the *de novo* nature of CAS appeals arbitration proceedings (paragraphs. 55-56):

“The Panel finds that this basis of de novo review is still, in essence, the foundation of the CAS appeals system and the standard of review should not be undermined by an overly restrictive interpretation of Article R57 para. 3 of the CAS Code. This has also been the view in CAS jurisprudence (CAS 2014/A/3486, as mentioned in CAS Bulletin 2015/1, p. 67). As such, the Panel also considers that the discretion to exclude evidence should be exercised with caution, for example, in situations where a party acted in bad faith or may have engaged in abusive procedural behaviour, or in any other circumstances where the Panel might, in its discretion, consider it either unfair or inappropriate to admit new evidence (See MAVROMATI/REEB, The Code of the Court of Arbitration for Sport – Commentary, cases and material, page 520, para. 46)”

87. A panel’s discretion to exclude new evidence is also addressed in RIGOZZI/HASLER in: ARROYO (2nd Ed.), Arbitration in Switzerland – The Practitioner’s Guide, 2018, p. 1661):

“As noted in another recent award, “the discretion to exclude evidence should be exercised with caution”. These awards confirm that (i) the party requesting the exclusion of evidence that was not presented in the first instance (non-arbitral) proceedings will have to establish (not only that the new evidence was already available or could reasonably have been discovered at the first instance level, but also (ii) why admitting the evidence would constitute an abuse of process.”

88. A similar view is presented by MAVROMATI/REEB, The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials, 2025, p. 571):

“The new provision raised some criticism, and it has been (rightly) supported that it should be used with restraint in order to preserve the fundamental de novo character of the review by the CAS”

89. In CAS 2020/A/7499 the sole arbitrator held as follows (paragraph 92):

“the Sole Arbitrator deems that Article R57 par. 3 CAS Code shall be applied with caution and only in case of bad faith or otherwise unacceptable procedural conduct”

90. Applying these principles to the case at hand, the Panel holds that its discretion to exclude evidence should be exercised with caution, and shall be limited to situations where a party has acted in bad faith, if admitting the new evidence would constitute an abuse of process, or if it is considered unfair or inappropriate to admit new evidence. Furthermore, it is the party requesting the exclusion of evidence that will have to establish that the new evidence was already available or could reasonably have been discovered at the first instance level, and that admitting the evidence would constitute an abuse of process.
91. Although the audio recordings of two meeting allegedly held between the Parties on 4 and 5 February 2025 could reasonably have been discovered by the Club before the Appealed Decision was rendered, the Panel finds that there is no evidence of bad faith or abusive procedural behaviour from the Club. The Panel cannot see any strategic reason for deliberately withholding the evidence in the proceedings before FIFA DRC. Furthermore, the Panel holds that admitting the evidence cannot be considered unfair or inappropriate.
92. With regards to the Player’s argument that the audio recordings lack confirmation of authenticity, the Panel notes that the Player has not sufficiently substantiated that the audio recordings are not authentic or have been manipulated. What is more, when asked specific questions at the hearing regarding the meetings on 4 and 5 February 2025, including by the Panel, the Player’s answers confirmed that these meetings took place, confirmed what was contained in the transcript and he did not deny its accuracy when specific questions were put to them.
93. In view of the above and considering also the “de novo” nature of the appeals arbitration procedure before CAS and the discretion afforded to it on the basis of Article R57 paragraph 3 of the CAS Code, the Panel concludes that the four exhibits are admissible and reliable evidence in these appeal proceedings and that the Club should not be barred from relying on the audio recordings and transcripts of two meetings held between the Parties on 4 and 5 February 2025 in the present appeal arbitration proceedings.

IX. MERITS

A. The Main Issues

i. Preamble

94. The Panel notes that the case concerns an employment related dispute between a football player and a football club, more specifically if the Player was entitled to unilaterally terminate the Contract.

95. Consequently, the main issues to be resolved by the Panel are:

- i. Did the Player have just cause to unilaterally terminate the Contract?
- ii. What are the consequences of the Player's unilateral termination of the Contract?

96. Before turning to these issues, the Panel notes that the Parties have different views concerning the facts of the case. In this regard Article 8 of the Swiss Civil Code provides with respect to burden of proof that: *“Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right.”*

97. This principle has been applied in previous CAS awards, e.g. in the case CAS 2020/A/6796 (paragraph 98) where the panel stated as follows:

“[I]n 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 fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”.

98. In this respect, pursuant to Article 8 of the Swiss Civil Code, it is the party that wishes to establish a fact that has the burden of proving the alleged fact on which it relies its claim upon.

ii. Did the Player have just cause to unilaterally terminate the Contract?

99. Whether the Player was entitled to unilaterally terminate the contract must primarily be assessed based on the FIFA regulations, more specifically the FIFA RSTP.

100. The unilateral termination of a football player's contract is regulated in Article 14 of FIFA RSTP, which reads as follows:

“Terminating a contract with just cause

1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.

2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.”

101. CAS jurisprudence demonstrates that only breaches of a certain severity justify the termination of an employment contract with just cause. The breach must be material in the sense that objective circumstances make it unreasonable to expect the employment relationship between the parties to continue. A premature termination of an employment contract can always only be an *ultima ratio*. In CAS 2006/A/1180, the panel stated the following:

“The RSTP 2001 do not define when there is “just cause” to terminate a contract. In its established legal practice, CAS has therefore referred to Swiss law in order to determine the purport of the term “just cause”. Pursuant to this, an employment contract which has been concluded for a fixed term, can only be terminated prior to expiry of the term of the contract if there are “valid reasons” or if the parties reach mutual agreement on the end of the contract (see also ATF 110 I 167; WYLER R., Droit du travail, Berne 2002, p. 323 and STAEHELIN/VISCHER, Kommentar zum Schweizerischen Zivilgesetzbuch, Obligationenrecht, Teilband V 2c, Der Arbeitsvertrag, Art. 319-362 OR, Zurich 1996, marg. no. 17 ad Art. 334, p. 479). In this regard Art. 337 para. 2 of the Code of Obligations (CO) states – according to the translation into English by the Swiss-American Chamber of Commerce: “A valid reason is considered to be, in particular, any circumstances under which, if existing, the terminating party can in good faith not be expected to continue the employment relationship”. According to Swiss case law, whether there is “good cause” for termination of a contract depends on the overall circumstances of the case (ATF 108 II 444, 446; ATF 2 February 2001, 4C.240/2000 no. 3 b aa). Particular importance is thereby attached to the nature of the breach of obligation. The Swiss Federal Supreme Court has ruled that the existence of a valid reason has to be admitted when the essential conditions, whether of an objective or personal nature, under which the contract was concluded are no longer present (ATF 101 Ia 545). In other words, it may be deemed to be a case for applying the clausula rebus sic stantibus (ATF 5 May 2003, 4C.67/2003 no. 2). According to Swiss law, only a breach which is of a certain severity justifies termination of a contract without prior warning (ATF 127 III 153; ATF 121 III 467; ATF 117 II 560; ATF 116 II 145 and ATF 108 II 444, 446). In principle, the breach is

considered to be of a certain severity when there are objective criteria which do not reasonably permit an expectation that the employment relationship between the parties be continued, such as a serious breach of confidence (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 5 May 2003, 4C.67/2003 no. 2; WYLER R., op. cit., p. 364 and TERCIER P., Les contrats spéciaux, Zurich et al. 2003, no. 3402, p. 496). Pursuant to the established case law of the Swiss Federal Supreme Court, early termination for valid reasons must, however, be restrictively admitted (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 127 III 351; WYLER R., op. cit., p. 364 and TERCIER P., op. cit., no. 3394, p. 495).” (CAS 2006/A/1180, para. 25 of the abstract published on the CAS website)

102. The Panel fully adheres to such legal framework, as repeatedly confirmed by the well-established CAS jurisprudence (e.g. CAS 2017/A/5312, paragraph 82 and CAS 2016/A/4846, paragraph 175) and will therefore examine whether the Club’s conduct was of such a nature that the Player could no longer be reasonably expected to continue the employment relationship with the Club.
103. The Player contends that the Club showed abusive conduct aimed at forcing the Player to unilaterally terminate the Contract. As such, the Panel must determine if the Club’s conduct shall be considered as abusive within the meaning of FIFA RSTP Article 14 paragraph 2.
104. In this regard, the Panel notes that, in accordance with FIFA RSTP Commentary (2023 edition), “[t]he burden of proof lies on the party alleging the existence of the abusive conduct” (page 131). In the case at hand, it is the Player that alleges that the Club’s conduct shall be considered as abusive within the meaning of FIFA RSTP Article 14 paragraph 2, and as such, it is the Player that has the burden of proving the Club’s abusive conduct.
105. In the termination letter sent on 6 February 2025, the Player invoked the following seven reasons for his unilateral termination of the Contract:
 - Exclusion from team training sessions from 7 of January to 6 February 2025.
 - Abnormal individual physical training sessions twice a day from 7 January until 5 February 2025.
 - The removal of jersey number 9.
 - Exclusion from the team’s medical and body composition test.
 - Exclusion from the capture players profile photos and promotional videos for the 2025 season.
 - Exclusion from the players list for all pre-season friendly matches.

- Exclusion from teams of the pitch activities.

106. With regards to the seven reasons the Player invoked for his unilateral termination of the Contract, the Panel notes that the Parties agree that the Player did not participate in collective team training sessions (apart from some collective warming up sessions), in preseason friendly matches and most team activities following the start of the pre-season on 7 January 2025 until he terminated the Contract on 6 February 2025, and that he instead conducted individual physical training sessions. The Parties further agree that the Club informed the Player that he would no longer be able to use jersey number 9. However, the Parties disagree on whether these decisions were made unilaterally by the Club, or if they were made through a mutual agreement or understanding between the Parties. Whilst the Player claims that the decisions were made unilaterally by the Club and were aimed at forcing the Player to leave the Club, the Club claims that the decisions were expressly agreed upon or even requested by the Player. The Club also submits that the Player had the desire and intent to leave the Club, which the Club infers from certain WhatsApp conversations between the Player's agent and third parties in December 2024.
107. The Panel notes that whether the Player's agent explored alternative employment options for the Player is immaterial. Fact is that the Player always made it clear that – until a satisfactory alternative was found to which he and the Club agreed – he would fulfil his obligations under the contract. Thus, whether, as claimed by the Head Coach in his witness testimony, the Player had expressed an intention to leave the Club or not, can be left open, also considering what follows.
108. However, several events occurring shortly after the Player joined the pre-season training camp in Dubai on 6 January 2025, indicate that the Player was no longer a part of the Head Coach's plans. In a meeting held on 7 January 2025 between the Player and the Head Coach, the Club alleges that the Player expressed a wish to leave the Club, whilst the Player alleges that the Head Coach expressed that the Player was no longer a part of his plan and that he therefore wanted him to find a new club and not taking part in collective training sessions.
109. The audio recordings of the meeting between the Head Coach and the Player on 16 January 2025 indicate that the Head Coach urged the Player to find a new club, and that there was a common understanding between the two that it would be in the Player's interest to find a new club.
110. The Panel holds that the exchange of WhatsApp messages between the Player and the Club's interpreter, in particular the messages sent between 18 January and 1 February 2025, clearly suggest that the decision to exclude the Player from collective team trainings and that the Player instead should conduct individual physical training sessions were made by the Club.
111. On 18, 20 and 28 January 2025 the Player sent three emails to what the Appellant describes as the Club's generic email address where he requested the Club to reinstate him to collective team training sessions and activities and to give him back jersey

number 9. The Panel holds that these three emails clearly indicate that the decisions to exclude the Player from collective team trainings and activities, and to not give the Player jersey number 9, were made by the Club and were not agreed upon by the Player.

112. Having reviewed the evidence on file and having heard the party and relevant witness testimonies addressing the matter, the Panel holds that the decisions to exclude him from collective team trainings and most team activities, were made unilaterally by the Club and were not agreed upon by the Player. These measures, when taken together, can be seen as pressuring the Player to leave the Club, more particularly to accept an offer for loan that “was on the table” at the relevant time.
113. The Panel further holds that the Club’s unilateral decision and continued exclusion of the Player from collective team trainings and activities, more so after having been asked to be reinstated, constitutes a severe contractual breach. Thus, the Club was in breach of its contractual obligations as of the beginning of the training camp in Dubai.
114. However, in accordance with CAS jurisprudence a party is, in principle, required to give a default notice before unilaterally terminating an employment contract. This is required to ensure that the defaulting party is given a chance to comply with its obligations and to rectify the situation. In CAS 2018/A/6029 the panel stated as follows:

“The Panel also observes that in principle, according to CAS jurisprudence, and in accordance with Swiss law (ATF 127 III 153; ATF 121 III 467; ATF 117 II 560; ATF 116 II 145 and ATF 108 II 444, 446), for a party to be allowed to validly terminate an employment contract with immediate effect, it must have warned the other party, in order for the latter to have the chance, if it deemed the complaint legitimate, to comply with its obligations (CAS 2016/A/4884; CAS 2015/A/4327; CAS 2013/A/3091, 3092 & 3093; CAS 2013/A/3398; ATF 121 III 467, consid. 4d).”
115. The Player sent three notices (18, 20 and 28 January 2025) to an official, but generic email address of the Club. In the final notice, i.e. the email sent to the Club on 28 January 2025 the Player requested the Club to rectify three specific breaches, i.e. to reinstate the Player to full team training sessions including theoretical and tactical meetings, allocate jersey number 9 to the Player, and to reinstate the Player in all team activities outside the field. In the same letter the Player stated that the Club’s failure to resolve the issues until the 6 of February 2025 would lead the further action, i.e. termination of the Contract.
116. In the meeting between the Player and the Club’s assistant coach held on 5 February 2025, the Club’s assistant coach referred to the Player’s email sent to the Club, and stated that the Player immediately would resume normal training with the team and that he would be given his former jersey number 9 back. The Player, however, expressed that he wanted to continue to train with the physical coach as he needed some time to find a new club.
117. The Panel holds that if a party to an employment contract allows the other party a deadline to rectify its behaviour and comply with its obligations, it cannot terminate the contract during this remedy period nor can it validly base a unilateral termination

of the employment contract on alleged breaches that were rectified by the other party within the given deadline, as such termination would constitute a breach of the principle of estoppel/*venire contra factum*. In the case CAS 98/200, which has been referred to by numerous CAS panels, CAS acknowledged and defined the principle as follows (paragraph 60):

“The doctrine of venire contra factum proprium [...] provides that where the conduct of one party has led to the legitimate expectations on the part of a second party, the first party is estopped from changing its course of action to the detriment of the second party.”

118. The Respondent submitted that the Club’s offer to the Player to immediately readmit him again to normal team training and to give him back his former jersey was staged and was made purely for the purpose to trap him while illicitly recording the meeting. The Respondent submits that the Club’s attitude to get rid of him had remained unchanged and that the offer “was not meant to be serious”. Furthermore, the Respondent submitted that such an offer at the very last minute cannot undo the violations committed so far.
119. The Panel finds that the Player is estopped from changing his course of action, i.e. basing a unilateral termination on the Club’s alleged breaches of the Contract, if his conduct has led to a legitimate expectation from the Club that the Player would not unilaterally terminate the Contract if the Club complied with the Player’s requests. The majority of the Panel holds that all the issues raised in the termination letter of 6 February 2025 as bases for the termination, in particular reinstating the Player to normal team training sessions and activities and allocating jersey number 9 to the Player, were addressed by the Club, and were thus fully or at least sufficiently rectified and addressed by the Club during the meeting held on 5 February 2025.
120. More precisely, it was the Player himself, when he was told that *“since from today, you will participate the normal training with the team. And about the training number, uh, team number also, we are going to give it to you. So, we hope you train hard and work hard to the team.”*, who indicated that *“We can just terminate and go. But before, I must fix the things, details with another club. So that's why I said to the coach, because coach also asked me yesterday, uh, you want to join to the team or what? Because we have too much tactical parts and things. I said it's better to control for myself because, uh, team did other trainings and, uh, me at this time did other trainings. Uh, so I don't want to go injury because if I go injury, I cannot go nowhere. So, you know, we stay here and don't play, too bad. **So that's why I want to be with [Physical Coach] and control for myself.**”* (emphasis added)
121. Moreover, the Player provided the Club until 6 February 2025 inclusive to remedy the alleged breaches, meaning including 6 February, and still, notwithstanding his own deadline and the meeting the day earlier, went on to terminate the contract unilaterally on 6 February, such also clearly constituting a breach of the *venire contra factum proprium* principle.

122. Consequently, the majority of the Panel finds that when the Player unilaterally terminated the Contract on 6 February 2025, the Club had already rectified, and at least had sufficiently addressed, the alleged breaches which the Player based his termination upon, and as such, the Player was not in a situation where he could not be considered to continue the employment relationship, and therefore he did not have just cause to terminate the Contract on 6 February 2025, whilst in any case the termination was also premature, considering the set deadline for remedying the alleged breaches had not yet lapsed.

iii. What are the consequences of the Player's unilateral termination of the Contract?

123. Having determined by majority that the Player did not have just cause to terminate the Contract, it is now up to the Panel to determine the consequences thereof.
124. In the Contract, the Parties did not regulate the consequences of the Player's unilateral termination of the Contract without just cause. The consequences of the Player's unilateral termination of the Contract without just cause is therefore to be determined in accordance with Article 17 (1) of FIFA RSTP, which provides as follows:

“Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated taking into account the damage suffered, according to the “positive interest” principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned (...).

125. In other words, when calculating the compensation due to a club following a player's unilateral termination of an employment relationship without just cause, the judging body will have to establish the damage suffered by the club based on the principle of positive interest, i.e. it will aim at determining an amount which shall put the club, as the injured party, in the position that it would have been if the contract had not been terminated.
126. In the proceedings before FIFA DRC, the Club filed a counterclaim, requesting USD 580,517.17 plus KRW 22,290,780 in damages from the Player for his wrongful termination of the Contract. In the appeal proceedings before CAS, the Club claims that it is entitled to USD 3,116,66 as compensation from the Player.
127. Notwithstanding the above, and considering what follows, the Panel finds that the Club is not entitled to receive any damages in that, from the evidence on file, it is clear that the Club had no interest in retaining the services of the Player. In this regard, the Panel

notes that the Head Coach, in a meeting with the Player held on 4 February 2025 explicitly urged the Player to find a new club and stated that the Club would let the Player go for free to a new club. The same allusions were made by the Coach during the meeting on 16 January 2025, where it was indicated that the Club could cover the loss and difference in salary if the Player were to go on loan. As such, the Panel holds that the Club, which did not challenge the accuracy nor the authority of the Coach to make these statements and representations, had unequivocally accepted that the Player could terminate the Contract and that the Club, in such a case, would accept the termination and would not request any compensation.

128. In fact, CAS jurisprudence reveals that a Club's right to compensation may be void if it has consented to a player's departure, or if it can be blamed for the situation that led to a player unilaterally terminating the employment relationship. In TAS 2015/A/3955 & 3956 the panel concluded that the player did not have just cause to terminate the employment relationship but rejected the club's claim for compensation on the basis of Article 17 of FIFA RSTP, partly as the club had consented to the player's departure to a new club and partly because the club to a large degree had contributed to the player's termination by breaching its contractual obligations. In particular, the panel stated as follows (paragraph 86):

“l'Intimée n°2 a, par son comportement, largement contribué à la rupture des relations contractuelles avec le joueur. En effet, l'Intimée n°2, a consenti au départ du joueur et a largement contribué à son dommage du fait de son manquement grave et persistant à ses obligations contractuelles essentielles à l'égard de l'Appelant n°2. Dès lors, il convient de ne pas lui allouer d'indemnité relative à la résiliation par l'Appelant n°2 du Contrat Maazou/ESS.”

129. A free translation of the cited part of the abovementioned award is as follows:

“Respondent No. 2, through its conduct, largely contributed to the breakdown of the contractual relationship with the player. Indeed, Respondent No. 2 consented to the player's departure and significantly contributed to his damages due to its serious and persistent breach of its essential contractual obligations towards Appellant No. 2. Therefore, it is appropriate not to award it any compensation related to the termination by Appellant No. 2 of the Maazou/ESS Contract.”

130. The Panel concurs with the conclusions of the panel in the abovementioned case, and notes that the Club's conduct clearly shows that it did not rely on the services of the Player for the remaining contractual period and that it accepted that the Player could terminate the Contract without being liable to pay compensation. Moreover, the Club, in the case at hand, is responsible for the situation that led to the Player, albeit without cause, to unilaterally terminate the Contract as it breached its contractual obligations over a longer period of time.

131. Against this background, the Panel concludes that the Club's request for compensation shall be dismissed.

B. Conclusion

132. Based on the foregoing, the majority of the Panel finds that:

- The Player did not have just cause to unilaterally terminate the Contract.
- The Club is not entitled to compensation.

133. In light of the above, the Appealed Decision, which reached different conclusions, must be set aside and replaced by this arbitral award.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Ulsan HD FC the decision rendered on 24 July 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is partially upheld.
2. The decision rendered on 24 July 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is set aside.
3. Ulsan HD FC's claim for compensation is dismissed.
4. (...).
5. (...).
6. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 16 September 2026

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
President of the Panel

Ulrich Haas
Arbitrator

Wouter Lambrecht
Arbitrator