

**CAS 2024/A/10342 Tarek Mostafa Mohamed v. Olympic Club Safi**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain

**in the arbitration between**

**Tarek Mostafa Mohamed, Cairo, Egypt**

Represented by Messrs. Nasr Eldin Azam, Hesham Eissa, and Mostafa Hani and Ms. Alyaa Saleh Attorneys-at-Law at Sports Makers Law & Management Firm in Cairo, Egypt.

**-Appellant-**

**and**

**Olympic Club Safi, Safi, Morocco**

Represented by Mr. Mohamed Ghazi, Attorney-at-Law at Sports and Law in Casablanca, Morocco and Mr. Hugo Paris, Attorney-at-Law in Paris, France.

**-Respondent-**

## I. PARTIES

1. Tarek Mostafa Mohamed is an Egyptian former professional football player and currently a professional football coach (hereinafter, the “Coach”).
2. Olympic Club Safi is a Moroccan professional football club with its registered office in Safi, Morocco (hereinafter, the “Club”). The Club is affiliated to the *Fédération Royale Marocaine de Football*, which, in turn, is affiliated to the *Fédération Internationale de Football Association* (hereinafter, “FIFA”), the world governing body of football.
3. The Coach and the Club are hereinafter referred to as the “Parties”.

## II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as submitted by the Parties in their admissible submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties, he refers in the Award only to the submissions and evidence he considers necessary to explain his reasoning.
5. On 28 August 2022, the Parties concluded an employment agreement (hereinafter, the “Employment Agreement”) which provides, in its relevant parts, as follows (emphasis in the original text):

### **“Article 4 : DUREE**

*Le contrat conclu entre M. TAREK MOSTAFA MOHAMED LABIB et le club OCSfc d’une durée d’une saison sportive, prend effet le 01/07/2022 et prend fin le 30/06/2023.  
(...)*

### **ARTICLE 5 : LES REMUNERATIONS**

#### **1 – Salaire :**

<i>Saison sportive</i>	<i>montant brut en chiffres</i>	<i>Montant net en lettres</i>
2022/2023	180.000,00 dh	Cent quatre-vingt mille dirhams

#### **2 – Prime de signature montant brut**

*Prime de signature de 500.000,00 dh (cinq cent mille dirhams)*

*Payable au prorata des mois en activité avec l’OCSFC durant la saison 2022/2023.*

#### **3 autres avantages :**

##### **❖ Logement, eau et électricité :**

*L’intéressé bénéficiera d’un logement équipé avec prise en charge de l’eau, électricité et internet.*

##### **❖ Une voiture de service avec une indemnité forfaitaire mensuelle de 2000,00 dh de gasoil.**

- ❖ *Pour la botola, L'entraîneur percevra le double de la prime octroyé à chaque jouer*
- ❖ *Un billet aller et retour de Casablanca /Caire par saison sportive*

*.Une prime de performance*

**1 – Botola montant brut**

<i>Titre de la botola</i>	<i>1.000.000,00 dh</i>	<i>Un million de dirhams</i>	<i>Ces primes ne sont pas cumulables</i>
<i>2<sup>ème</sup> place</i>	<i>800.000, dh</i>	<i>Huit cents mille dirhams</i>	
<i>3<sup>ème</sup> place</i>	<i>700.000,00 dh</i>	<i>Sept cents mille dirhams</i>	
<i>4<sup>ème</sup> place</i>	<i>500.000,00 dh</i>	<i>Cinq cents mille dirhams</i>	

**1 – Coupe du trône montant brut**

*Vainqueur coupe du trône : 600.000,00 dh”*

Which can be freely translated to English as follows:

**“Article 4: TERM**

*The contract concluded between **MR. TAREK MOSTAFA MOHAMED LABIB** and the club OCSfc for a term of one sporting season, takes effect on 01/07/2022 and expires on 30/06/2023.*

*(...)*

**ARTICLE 5: REMUNERATIONS**

**1 – Salary:**

<i>Sporting season</i>	<i>Gross amount in figures</i>	<i>Net amount in letters</i>
<i>2022/2023</i>	<i>180,000.00 dh</i>	<i>One hundred and eighty thousand dirhams</i>

**2 – Signing bonus gross amount**

*Signing bonus of 500,000.00 dh (five hundred thousand dirhams)*

*Payable on a pro-rata basis for the months worked with OCSFC during the 2022/2023 season.*

**3 other benefits:**

- ❖ *Accommodation, water, and electricity:*

*The person concerned will be provided with furnished accommodation with water, electricity, and internet included.*

- ❖ *A car with a fixed monthly allowance of 2000.00 dh for fuel.*
- ❖ *For the botola, the coach will receive double the bonus awarded to each player*
- ❖ *A round-trip ticket from Casablanca /Cairo per sporting season*

*A performance bonus*

**1 – Botola gross amount**

<i>Botola Title</i>	<i>1.000.000,00 dh</i>	<i>One million dirhams</i>	<i>These bonuses are not cumulative</i>
<i>2<sup>nd</sup> place</i>	<i>800.000,00 dh</i>	<i>Eight hundred thousand dirhams</i>	
<i>3<sup>rd</sup> place</i>	<i>700.000,00 dh</i>	<i>Seven hundred thousand dirhams</i>	
<i>4<sup>th</sup> place</i>	<i>500.000,00 dh</i>	<i>Five hundred thousand dirhams</i>	

**1 – Throne Cup gross amount**

*Throne Cup winner: 600,000.00 dh”*

6. The Club finished the 2022/2023 season in the 4<sup>th</sup> position in the Botola Pro 1 League, the Moroccan first division competition.
7. On 10 September 2023, the Coach sent to the Club a default letter which stated the following (emphasis in the original wording):

*“We would like to draw your attention to the fact that **the following amounts still outstanding, and has not been paid by the Club up to the date of the present letter, as follows:***

- 3 monthly Salaries equivalent to 540,000 dh.*
- Matches bonus for season 2022/2023 equivalent to 75,000 USD.*
- Bonus for winning the Fourth-place equivalent to 500,000 dh.*
- Car’s gasoil equivalent to 2000 USD.*

***In addition to the above-mentioned amounts, the Coach is entitled to an amount of 12,000 dh (Bonuses for 2 matches with Al-Soulmah Club)***

*(...)*

*In view of the above, the Club must immediately pay the above mentioned amounts **within the following ten (10) days after the date of this correspondence** or, regrettably, we will be left with no option but to file the respective claim before FIFA requesting the payment of the amounts detailed herein plus default interests at a rate of 18% p.a. as from the respective due dated until the date of effective payment, in addition, the legal fees of the attorneys.”*

**III. PROCEEDINGS BEFORE THE FIFA FOOTBALL TRIBUNAL**

8. On 25 September 2023, the Coach filed a claim against the Club before the Player Status Chamber of the FIFA Football Tribunal (hereinafter, the “FIFA PSC”). In his claim, the Coach requested the payment of the total amount of MAD 1,151,000 as outstanding remuneration, detailed as follows:

Description	Amount (MAD)
Three Monthly Salaries	540,000
Matches Bonus for Season 2022/2023	75,000
Bonuses for 2 matches with Al-Soulmah Club	12,000
Bonus for Winning Fourth Place	500,000
Monthly Car's Gasoil Allowance (12 months)	24,000

9. The Club did not submit an answer to the claim.
10. On 9 January 2024, the FIFA PSC issued the Decision FPSD - 11933 (the “Appealed Decision”) ruling as follows (emphasis in the original text):

- “1. *The claim of the Claimant, Tarek Mostafa Mohamed Labib, is partially accepted.*
2. *The Respondent, Olympic Club Safi, must pay to the Claimant the following amounts:*
- **MAD 540,000 as outstanding remuneration (monthly salaries) plus interest p.a. as follows:**
    - *5% interest p.a. over the amount MAD 180,000 of as from 1 May 2023 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 180,000 of as from 1 June 2023 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 180,000 of as from 1 July 2023 until the date of effective payment;*
  - **MAD 24,000 as outstanding remuneration (fuel costs) plus interest p.a. as follows:**
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 August 2022 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 September 2022 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 October 2022 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 November 2022 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 December 2022 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 January 2023 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 February 2023 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 March 2023 until the date of effective payment;*
    - *5% interest p.a. over the amount MAD 2,000 of as from 1 April 2023 until the date of effective payment;*

- 5% interest p.a. over the amount MAD 2,000 of as from 1 May 2023 until the date of effective payment;
- 5% interest p.a. over the amount MAD 2,000 of as from 1 June 2023 until the date of effective payment;
- 5% interest p.a. over the amount MAD 2,000 of as from 1 July 2023 until the date of effective payment.

3. *Any further claims of the Claimant are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*
5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:*
  1. *The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
  2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
6. *The **consequences shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
7. *This decision is rendered without costs.”*

11. On 23 January 2024, the FIFA PSC notified the grounds of the Appealed Decision to the Parties, which can be summarized as follows.
12. The Club did not submit any response to the Coach’s claim, despite having been invited to do so, and was therefore deemed by the FIFA PSC to have waived its right of defence.
13. The FIFA PSC noted that the Coach requested the payment of “*three monthly salaries*”, without specifying the months to which such request referred. In this respect, the FIFA PSC considered that the Coach should have explicitly indicated the months for which payment was being sought. Nevertheless, the FIFA PSC assumed that the claim concerned the last three months of the contractual relationship, namely the salaries for April, May and June 2023.
14. Furthermore, the FIFA PSC decided to grant the requested fuel allowance, as contractually agreed (i.e. MAD 2,000 x 12 = MAD 24,000). This decision was based on an examination of the relevant contractual provisions, which expressly provided for such an allowance.

15. In relation to the Coach's request for the payment of several bonuses, the FIFA PSC recalled the principle of burden of proof as stipulated in Article 13 (5) of the Procedural Rules governing the FIFA Football Tribunal, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof.
16. After carefully reviewing the documentation submitted by the Coach, the FIFA PSC noted that no substantiating evidence had been provided in support of the alleged entitlement to bonuses, such as evidence of the circumstances that would have entitled the Coach to receive them (e.g. proof of matches played). Consequently, in line with the above-mentioned principle of the burden of proof, the FIFA PSC recalled that the longstanding jurisprudence of the Football Tribunal consistently holds that it is for claimants to submit sufficient and convincing evidence to substantiate their claims, particularly when seeking the payment of bonuses.
17. Moreover, the FIFA PSC emphasised that the Club's silence in the proceedings does not, in itself, give rise to any entitlement on the part of the Coach in relation to the claimed bonuses. The absence of a response from the Club does not relieve the Coach of the fundamental obligation to discharge the burden of proof with respect to the claimed bonuses, in line with the clear and consistent jurisprudence of the FIFA Football Tribunal. In other words, the burden of proof remains an obligation that cannot be alleviated by the opposing party's silence. Consequently, the FIFA PSC rejected the claim for bonuses.
18. Lastly, in accordance with the jurisprudence of the FIFA Football Tribunal, the FIFA PSC decided to award interest at a rate of 5% p.a. as from the respective due dates. In this regard, the FIFA PSC noted that the Coach's request for interest at a rate of 18% p.a. was devoid of any legal or contractual basis.

#### **IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

19. On 13 February 2024, the Coach filed a Statement of Appeal with the Court of Arbitration for Sport (hereinafter, the "CAS"), pursuant to Article R48 of the Code of Sports-related Arbitration (2023 edition) (hereinafter, the "CAS Code"), directed against the Club, to challenge the Appealed Decision. In the Statement of Appeal, the Coach requested that the dispute be submitted to a sole arbitrator and that the procedure be conducted in English.
20. On 26 February 2024, the Club confirmed its consent to the Coach's request for a sole arbitrator and to English as the language of the arbitration. The Club, however, requested to be allowed to file documents in French without translation. Moreover, the Club manifested that it was not informed of the proceedings before the FIFA PSC and, accordingly, requested the suspension of the present procedure "*until the Respondent gets some explanation from FIFA as to the reasons why it was not informed of the proceedings*". This communication was submitted by Mr. Mohamed Ghazi, appointed to represent the Club in the present proceedings.
21. On 27 February 2024, the Coach informed the CAS Court Office that he would not

oppose to the Club's request to file documents in French without the need for a translation. Furthermore, the Coach opposed to the Club's request to suspend the procedure.

22. On 29 February 2024, the CAS Court Office informed the Parties that in the absence of an agreement between the Parties, and in accordance with Article R32(3) of the CAS Code, the procedure would not be suspended and would continue its course.
23. On 5 March 2024, within the granted extended deadline, the Coach filed its Appeal Brief pursuant to Article R54 of the CAS Code. The Coach submitted the following prayers for relief (emphasis in the original):

*“1. To accept this Appeal against the Decision of the FIFA decision that was passed in Zurich on 9 January 2024 and notified to the Parties with Grounds on 23 January 2024.*

**2. To adopt an Award modifying said decision and in particular point no. 3 TO BE AS FOLLOWS:**

*2.1. The Club shall pay to the Coach the outstanding amounts as clarified above as follows:*

- *Bonus for winning the Fourth place of the Moroccan national league equivalent to 500,000 dh.*
- *Matches bonuses equivalent to 95,500 dh.*
- *18% interest on all due amounts to the coach including the bonuses and salaries as per the FIFA Regulations for continues default of the club.*
- *Order the Club to pay any additional compensation for delaying the payment of the coach without justified reason.*

*2.2. To condemn the Respondent to the payment of the whole CAS administration costs and the costs of Arbitration.*

*2.3. To condemn the Respondent to the payment of the Appellant's legal fees equivalent to 25,000 Euro.*

*2.4. Awarding any such other relief as the Panel may deem necessary or appropriate.*

*The Appellant expressly reserves its right to amend or supplement the requests for relief as expressed above in its further written submission to be filed before the Court of Arbitration for Sport.”*

24. On the same date, the CAS Court Office acknowledged the receipt of the Coach's Appeal Brief, granted the Respondent a twenty (20)-day time limit to file its Answer pursuant to Article R55 of the CAS Code, and informed the Parties that “[i]f the Respondent fails to submit its Answer by the given time limit, the Sole Arbitrator may nevertheless proceed with the arbitration and deliver an award.”

25. On 3 April 2024, Mr. Hugo Paris informed the CAS Court Office that he would represent the Club in the present proceedings, jointly with Mr Mohamed Ghazi. In addition, Mr Hugo Paris requested a copy of “*every past correspondence that was addressed to the parties since the beginning of these proceedings*”.
26. On 8 April 2024, the CAS Court Office, although already duly notified the Club, provided Mr Paris with the case file as a matter of courtesy.
27. On the same date, the Club requested, pursuant to Article R55 of the CAS Code, that the time limit for filing its Answer to the Appeal Brief be fixed only upon receipt of the Coach’s payment of his share of the advance of costs.
28. Also on the same date, the CAS Court Office reminded the Parties that the deadline for the Club to file its Answer to the Appeal Brief had expired on 25 March 2024 and, accordingly, the Club’s request was late and considered moot. In addition, the CAS Court Office noted that no Answer to the Appeal Brief was filed and reminded the Parties that “*in accordance with Article R55 of the Code, if the Respondent fails to submit its Answer by the stated time limit, the arbitral tribunal may nevertheless proceed with the arbitration and deliver an award*”. Lastly, the CAS Court office invited the Parties to indicate whether they wished for a hearing to be held in the present proceedings or for the sole arbitrator to issue an award based solely on the written submissions.
29. On 12 April 2024, the Club sent a letter to the CAS Court Office where it alleged that, for unknown reasons, the Club was not notified of the CAS letter dated 5 March 2024 where it was invited to provide its Answer to the Appeal Brief within twenty (20) days. Moreover, on the basis of exceptional circumstances, the Club reiterated its request that the time limit for filing the Answer to the Appeal Brief be fixed only upon receipt of the Coach’s payment of his share of the advance of costs or, alternatively, to be granted the possibility to provide its Answer to the Appeal Brief within a reasonable deadline.
30. On 15 April 2024, the CAS Court Office confirmed that its letter to the Parties of 5 March 2024 was duly sent to the Respondent. Notwithstanding the foregoing, the Coach was invited to indicate whether he would accept that a new deadline for filing the Answer to the Appeal Brief be granted to the Respondent, upon receipt of the payment of the advance of costs.
31. On the same date, the Club requested that a hearing be held in the present proceedings.
32. Also on the same date, the Coach objected to the Club’s request for a new deadline for the filing of its Answer to the Appeal Brief.
33. On 17 April 2024, the CAS Court Office acknowledged the above and informed the Parties that the issue will be referred to the sole arbitrator, once appointed, for a decision.
34. On 23 April 2024, the Coach applied for Legal Aid.
35. On 30 July 2025, the Coach, given that he had paid the first instalment of the advance of costs, requested CAS to proceed with the arbitration and to undertake “*the necessary procedural steps*” against the Club.

36. On 31 July 2025, the CAS Court Office reminded the Coach that the case will proceed upon receipt of the full payment of the total amount of the advance of costs.
37. On the same date, the Coach sent a letter to CAS in which he reaffirmed his commitment to cover the second instalment and affirmed that he trusted that the procedural timeline for the Club's Answer to the Appeal Brief would commence.
38. On 5 August 2025, the CAS Court Office reminded the Coach that the Club's time limit to file its Answer to the Appeal Brief had already elapsed and that he had objected to granting the Club a new deadline for filing the Answer. Moreover, the CAS Court Office informed the Parties that the case would proceed, and the sole arbitrator would be appointed upon receipt of the full payment of the total amount of the advance of costs.
39. On 5 August 2025, the Coach requested confirmation from CAS that the first instalment of the advance of costs had been received and, if applicable, asked CAS to grant the Club a new deadline to file its Answer to the Appeal Brief.
40. On 7 August 2025, the CAS Court Office confirmed that the Coach's first payment of the advance of costs had been received by the CAS Finance Department. Regarding the Coach's request for CAS to grant the Club a new deadline to file its Answer to the Appeal Brief, the CAS Court Office referred the Coach to its letters of 8, 15, and 17 April 2024, and 5 August 2025.
41. On 18 September 2025, the Coach paid the total of the advance of costs and sent a letter to the CAS Court Office to reaffirm his position that the Club should not be granted a renewed opportunity to file its Answer to the Appeal Brief. Moreover, the Coach requested that the case proceed directly to a final award.
42. On 25 September 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 Panel appointed to decide the case was composed as follows:  
  
Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain.
43. On 3 October 2025, the CAS Court Office informed the Parties that the Sole Arbitrator decided to reject the Club's request for reinstatement of its time limit to file its Answer to the Appeal Brief. Furthermore, the Parties were informed that the Sole Arbitrator decided to hold a hearing by videoconference for the present case.
44. On 7 October 2025, the Club requested to be allowed to file a written submission prior to the hearing.
45. On 9 October 2025, the CAS Court Office informed the Parties that, unless the Coach expressly agreed to the Club's request, the Sole Arbitrator's decision to deny any reinstatement of the Club's deadline to submit an Answer to the Appeal Brief would remain in effect.
46. On 11 October 2025, the Coach reiterated his objection to the Club's request to file a written submission.
47. On 15 October 2025, having regard to the Parties' respective availability, the CAS Court

Office, on behalf of the Sole Arbitrator, called the Parties and their witnesses to appear at the hearing scheduled for 13 November 2025 at 2:00 p.m. (Swiss Time) via videoconference.

48. On 27 October 2025, the Order of Procedure was issued and sent to the Parties by the CAS Court Office.
49. On the same date, the Coach signed and returned the Order of Procedure.
50. On 3 November 2025, the Club signed and returned the Order of Procedure with a reservation that reads as follows: *“The Respondent maintains its position as expressed in its letters dated 12 and 15 April 2024 that it only actually received the CAS letter dated 05 March 2024 notifying the Appeal Brief on 08 April 2024 and thus that the 20-days deadline to submit the Answer should have started from that date.”*
51. On 13 November 2025, Mr. Hugo Paris on behalf of the Club requested that the hearing be postponed as Mr. Mohamed Ghazi had been summoned as a witness before the Appeal Court of Casablanca, Morocco.
52. Urgently on the same date, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Club to provide a copy of the official court notice (or summons) issued by the Appeal Court of Casablanca. Counsel for the Respondent was further requested to clarify the reasons preventing Mr. Hugo Paris from representing the Club alone during the scheduled hearing.
53. On the same date, Mr. Hugo Paris, on behalf of the Club, indicated that Counsel for the Respondent had not yet been provided with a written notice by the Appeal Court of Casablanca and, therefore, was not in a position to produce such notice before the CAS. Regarding the reasons preventing him from representing the Club alone during the hearing, Mr. Paris argued that Mr. Mohamed Ghazi was the lead counsel on this case and his own presence at the hearing was foremost to support Mr. Hugo Paris on precise points and to assist with the translation as the latter is not completely fluent in oral expression in English.
54. On the same date, the Coach objected to the Club’s request.
55. On the same date, the CAS Court Office informed the Parties that, after careful consideration of the matter, the Sole Arbitrator had decided to maintain the hearing in its original schedule.
56. On the same date, at 2:00 p.m. (Swiss Time), the hearing was held by videoconference. In addition to Mr. José Juan Pintó Sala, the Sole Arbitrator, and Ms. Shanaize Yahiaoui, Counsel to the CAS, the following persons attended the hearing:

For the Coach:

- Mr. Nasr Eldin Azzam, Attorney-at-Law.
- Mr. Hesham Eissa, Attorney-at-Law.
- Ms. Alyaa Saleh, Attorney-at-Law.
- Mr. Mostafa Hani, Attorney-at-Law.

For the Club:

- Mr. Hugo Paris, Attorney-at-Law.

57. At the outset of the hearing, the Sole Arbitrator asked the Parties whether they had any objections to the manner in which the procedure had been conducted. The Club reiterated that it had been unable to file its Answer to the Appeal Brief
58. The Parties had a full opportunity to present their case and submit their arguments.
59. At the close of the hearing, both Parties confirmed that they had no objections to the manner in which the hearing was conducted by the Sole Arbitrator.
60. On 24 November 2025, the Coach requested to amend his prayers for relief by withdrawing his request for payment of the match bonuses amounting to DH 95,500, as set out in point 2.1 the prayers for relief in his Appeal brief.
61. On 1 December 2025, the Club indicated that it had no objection to the Coach's request to amend the prayers for relief in his Appeal Brief.
62. On 8 December 2025, the CAS Court Office informed the Parties that, in light of the Parties' agreement, the Sole Arbitrator has decided to grant the Coach's request to amend his prayers for relief.

## V. THE PARTIES' SUBMISSIONS

63. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by them. The Sole Arbitrator, however, has carefully considered, for the purposes of the legal analysis which follows, all the submissions made by the Parties, even if there is no specific reference to those submissions in the following section.

### A. THE COACH'S POSITION

64. In its amended prayers for relief, the Coach requested the following (emphasis in the original wording):

*"1. To accept this Appeal against the Decision of the FIFA decision that was passed in Zurich on 9 January 2024 and notified to the Parties with Grounds on 23 January 2024.*

**2. To adopt an Award modifying said decision and in particular point no. 3 TO BE AS FOLLOWS:**

*2.1. The Club shall pay to the Coach the outstanding amounts as clarified above as follows:*

- *Bonus for winning the Fourth place of the Moroccan national league*

*equivalent to 500,000 dh.*

- *18% interest on all due amounts to the coach including the bonuses and salaries as per the FIFA Regulations for continues default of the club.*
- *Order the Club to pay any additional compensation for delaying the payment of the coach without justified reason.*

*2.2. To condemn the Respondent to the payment of the whole CAS administration costs and the costs of Arbitration.*

*2.3. To condemn the Respondent to the payment of the Appellant's legal fees equivalent to 25,000 Euro.*

*2.4. Awarding any such other relief as the Panel may deem necessary or appropriate."*

65. The Coach's submissions to support his amended prayers for relief can be, in essence, summarized as follows:

a. The Coach entitlement to the bonus for achieving fourth place in Al Botola

66. The Appealed Decision did not award the Coach his contractual bonuses even though those bonuses were mutually agreed upon in the Employment Agreement and had never been disputed by the Club before the FIFA PSC. By such position, the FIFA went beyond the Parties' mutual agreement and undermined the principle of honoring agreements made between parties guaranteed by the well-established principle of *pacta sunt servanda*.

67. The Parties agreed in Article 5 of the Employment Agreement that the Coach will be entitled to receive a bonus equivalent to DH 500,000 in case of reaching fourth place in Al Botola.

68. The Club achieved fourth place in Al Botola. It was undisputed that this achievement was based on the Coach's efforts and planned strategy. This fact was even reported by the media in several articles, which highlighted the Coach's dedication and leadership as the main reason that the Club achieved fourth place.

69. The Coach demonstrated the legal basis of his entitlement to the bonus, namely the Employment Agreement, which expressly provided for such payment. In addition, he established that the condition for the payment of the bonus, namely the achievement of fourth place in the Al Botola under his supervision, had been fulfilled. Consequently, the Coach must be considered to have discharged his burden of proof with regard to his entitlement to the bonus in the amount of DH 500,000. In support of his position, the Coach referred to the following excerpts from CAS awards:

- CAS 2013/A/3338: *"A player is entitled to claim bonuses to his club if all the contractual conditions are fulfilled by the player in this respect."*
- CAS 2009/A/1874: *"A player who has signed a "Team Bonus Schedule" has a prima facie entitlement to the bonus provided therein since then the player reached all contractually agreed targets."*

- CAS 2015/A/4055: “... *the player has the burden of proof regarding the determination of the amount to be paid as bonuses. E.g. he has to refer to a specific provision of his employment contract foreseeing bonuses, and provide details of the matches he played in to earn such bonuses.*”
- CAS 2012/A/2851: “*A club may only be entitled to refuse the payment of bonuses to a player for failing to meet the criteria stipulated in the agreement if it provides evidence that the player has failed to meet the criteria for the payments under such agreement.*”

70. Based on the above, the Coach is entitled to the contractually agreed bonus referred to above. In addition, the Club had already acknowledged its obligation to pay by failing to respond to the Coach’s notice or to the claim filed before the FIFA PSC.

b. Consequences of the Appealed Decision

71. Despite the Coach’s efforts and his fulfillment to all his obligations toward the Club, the Club did not secure the Coach his salaries, allowances, and bonuses which left no choice for the Coach other than filing in a claim before the FIFA PSC requesting all his entitled amounts. The Appealed Decision ordered the Club to pay to the Coach outstanding remuneration in addition to 5% interest on each amount until the effective date of payment.

72. Finally, the Coach requests that the Club cover all his legal expenses and any additional expenses for the current case.

**B. THE CLUB’S POSITION**

73. The Sole Arbitrator recalls that the Club failed to file its Answer to the Appeal Brief within the prescribed time limit. Notwithstanding the foregoing, the Sole Arbitrator summarises, in essence, the arguments raised by the Club at the hearing in response to the Coach’s submissions as follows.

74. The Club submitted that, prior to 2021, proceedings before FIFA deciding bodies were conducted by email. However, between 2021 and 2022, FIFA introduced a new legal portal.

75. According to the Club, during this transitional period it became unaware of the Coach’s claim filed against it.

76. The Club further argued that, had it been aware of the proceedings, it would have challenged FIFA’s jurisdiction.

77. In any event, the Club contended that its failure to file written submissions in the proceedings before the FIFA PSC, as well as in the present CAS proceedings, was not the result of any bad faith conduct but rather due to technical issues related to the notification process.

78. The Club further emphasised that, in the Appealed Decision, the FIFA PSC did not grant the requested bonuses on the grounds that the Coach had failed to discharge his burden of proof. In the present proceedings, while the Club acknowledged that it finished fourth in the 2022 2023 Al Botola, it maintained that the entitlement to the alleged bonuses had

not been duly established, as no evidence was submitted regarding the amounts allegedly paid to the players, nor any witness statements in this respect.

79. With regard to the requested interest rate of 18 percent per annum, the Club submitted that CAS jurisprudence has accepted such a rate only in cases where the parties had expressly agreed thereto, which was not the case in the present matter.
80. Moreover, the Club argued that the Coach's request for relief seeking any further amount deemed necessary or appropriate by the Sole Arbitrator was devoid of purpose, as any delay in payment would already be compensated by the applicable interest.
81. Lastly, the Club submitted that the Coach's request for the payment of EUR 25,000 as legal fees was excessive and disproportionate in light of the amounts claimed in the prayers for relief.

## **VI. JURISDICTION**

82. The CAS jurisdiction derives from Article R47, paragraph 1, of the CAS Code that provides as follows:

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

83. Article 56(1) of the FIFA Statutes May 2022 edition (hereinafter, the “FIFA Statutes”), reads as follows:

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

84. The Sole Arbitrator notes that the Parties did not object to CAS jurisdiction, which is further confirmed by the Order of Procedure, duly signed and returned by both Parties.
85. Consequently, the Sole Arbitrator concludes that CAS has jurisdiction to adjudicate and decide the present Appeal.

## **VII. ADMISSIBILITY**

86. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”*

87. Article 57(1) of the FIFA Statutes states:

*“Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS*

*within 21 days of receipt of the decision in question”*

88. Lastly, the Appealed Decision confirmed that:

*“According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision”*

89. The Sole Arbitrator notes that the admissibility of the Appeal is not contested by the Parties.

90. The grounds of the Appealed Decision were notified to the Parties on 23 January 2024 and the Statement of Appeal was filed on 13 February 2024, *i.e.* within the time limit required both by the FIFA Statutes and the CAS Code.

91. Consequently, the Sole Arbitrator finds that the Appeal filed by the Coach is admissible.

## **VIII. APPLICABLE LAW**

92. Article R58 of the CAS Code reads as follows:

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

93. In addition, Article 56(2) of the FIFA Statutes establishes the following:

*“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”.*

94. According to the abovementioned, the Sole Arbitrator confirms that the present dispute shall be resolved based on the applicable FIFA Regulations and, subsidiarily, on Swiss Law.

## **IX. MERITS**

### **a. Preliminary issues**

95. Before entering into the merits, the Sole Arbitrator addresses the matter of the Club’s failure to file its Answer to the Appeal Brief in due time.

96. In this respect, the Sole Arbitrator recalls the following procedural facts:

- On 26 February 2024, Mr. Mohamed Ghazi informed the CAS Court Office that he was appointed to represent the Club in the present proceedings and requested to be forwarded all future communications to the email address [s.sportandlaw@gmail.com](mailto:s.sportandlaw@gmail.com).

- On 27 February 2024, the CAS Court Office acknowledged Mr. Mohamed Ghazi's email and duly forwarded every further communication to the email address s.sportandlaw@gmail.com.
- On 5 March 2024, the CAS Court Office informed the Parties that "*within twenty (20) days upon receipt of this letter by email, the Respondent shall submit to the CAS an Answer*" and "*[i]f the Respondent fails to submit its Answer by the given time limit, the Sole Arbitrator may nevertheless proceed with the arbitration and deliver an award.*".
- The Club's next communication was on 8 April 2024 when it requested that the time limit for filing its answer to the Appeal Brief to be fixed after the Coach's payment of his share of the procedure's advance of costs.

97. The Sole Arbitrator also recalls the section IV of this award 'Proceedings before the Court of Arbitration for Sport' in which it is mentioned that the Coach was requested to indicate whether he would agree to a new deadline being set for the Club to submit its answer to the Appeal Brief and, although an unsolicited and off-time letters of 31 July and 5 August 2025, the Coach, ultimate and clearly objected to setting the mentioned new deadline.

98. Within this context, the Sole Arbitrator has no doubt that the Club was duly notified to submit its Answer to the Appeal Brief.

99. Thus, when the Club submitted on 8 April 2024 its requests to the CAS Court Office to set its limit for filing its answer to the Appeal Brief to be fixed after the Coach's payment of his share of the procedure's advance of costs, the 20-day deadline for submitting its Answer to the Appeal Brief, and also the procedural opportunity to present the aforementioned request, had already elapsed.

100. Consequently, the Club's request was moot and, most importantly, it had lost the opportunity given to file its written submissions in the present proceedings.

101. The Sole Arbitrator emphasizes that the Club continued with full rights to participate among the proceedings, including the hearing scheduled. In this respect, the findings of the panel in case CAS 2019/A/6463 shall be recalled:

*"...the Panel observes that there is no rule of the CAS Code providing that a respondent loses its right to be a party altogether and/or to defend itself in the subsequent stages of the arbitration proceeding if it files a belated answer. Article R55 of the CAS Code, which deals with a belated answer, only indicates that "[i]f the Respondent fails to submit its answer by the stated time limit, the Panel may nevertheless proceed with the arbitration and deliver an award"*

102. In addition, the Sole Arbitrator deems useful to stress the case CAS 2022/A/8725 in which the sole arbitrator mentioned:

*"... the dismissal of the Answer does not result in any of the Appellant's requests for relief being deemed acknowledged by the Respondent. First, it is well-established under Swiss arbitration law that a respondent's failure to answer the claim does not constitute an acknowledgement of the claim, meaning that the arbitral tribunal must still satisfy itself that the claim is well-founded (see KAUFMANNKOHLER/RIGOZZI, International Arbitration – Law and Practice in Switzerland, 1st ed., 2015, para. 6.20). The same must*

*apply if the Answer is filed out of time and is therefore deemed inadmissible”*

b. Legal Analysis

103. The present arbitration concerns the Appealed Decision ordering the Club to pay to the Coach the amount of MAD 564,000 plus a 5% interest rate in the respective due dates as per the outstanding monthly salaries and fuel costs for the Employment Agreement concluded by the Parties. The Coach requests further outstanding remuneration that was not awarded in the previous proceedings before the FIFA PSC, a further interest rate of 18% p.a. and any other compensation for the delayed payments due to him.
104. Considering the Coach’s amendment in his prayers for relief, the Sole Arbitrator considers that he is entrusted to decide on the following Coach’s requests for outstanding remuneration:
  - Bonus for winning the Fourth place of the Moroccan national league equivalent to 500,000 dh.
  - 18% p.a. interest rate on all due amounts to the Coach including the bonuses and salaries as per the FIFA Regulations for continues default of the club.
  - Any additional compensation for delaying the payment of the coach without justified reason.
105. The Sole Arbitrator addresses the mentioned matters as follows:
  - Bonus for winning the Fourth place of the Moroccan national league.
106. The Sole Arbitrator identifies from the Employment Agreement between the Parties, specifically in its Clause 5 “Remunerations”, it was agreed among the Parties a variable bonus if the Club finished the Moroccan national league in the first fourth places.
107. The abovementioned, even though was requested by the Coach, was not awarded in the Appealed Decision due to lack of prove in the Coach’s request.
108. In this regard, the Sole Arbitrator recalls the long-standing principle of *actori incumbit probatio*, i.e. the burden of proof behooves on the party claiming certain facts (CAS 2023/A/9444). Moreover, as seen in the CAS award TAS 2024/A/10534, regardless of how known a competition is, a deciding panel has not the obligation to known specific data of certain competition, like, in the present case, the Moroccan national league.
109. Furthermore, at the hearing of the present procedure, the Club recognized that the present was an issue of burden of proof and recognized that it was discharged while objecting suffice evidence in another request for a bonus that was later renounced by the Coach.
110. Accordingly, there is an agreement between the Parties on the fact that the Club did finalize the Moroccan national league at the fourth place which, in light of the Employment Agreement, entitles the Coach to an extra remuneration of MAD 500,000.
111. For the sake of completeness, the Sole Arbitrator identifies that there was a difference between the evidence submitted by the Coach at the FIFA PSC proceedings and the present file which was more robust regarding the Club’s position in the 2022/2023 Moroccan national league.

112. In this respect, it is crucial to recall Article R57 of the CAS Code that sets the *de novo* principle that entitle CAS panels to a “*full power to review the facts and the law*” including the admission of new evidence. In fact, the legal doctrine has confirmed that the mentioned full power of review “*has a dual meaning: first, CAS admits new prayers for relief and new evidence and hears new legal arguments, with some limitations that will be examined in more detail in the following pages. Second, the full power of review means that procedural flaws, which occurred during the proceedings of the previous instance, can be cured by the CAS Panel*” (MAVROMATI D. / REEB M. *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials, Second Edition*, Kluwer 2025, n. 12, p. 560).
113. The reference to limitations on new evidence in the abovementioned quote refers to the same Article R57(3) that provides that “[*t*]he Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered. Articles R44.2 and R44.3 shall also apply.”
114. The legal doctrine has also stated in this regard that “... *the full review by the CAS Panel should only be limited (through the application of Article R57 paragraph 3 of the CAS Code) in exceptional circumstances of bad faith, abusive or inappropriate conduct by the parties submitting new evidence*” (MAVROMATI D. / REEB M. *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials, Second Edition*, Kluwer 2025, n. 49, p. 573).
115. Accordingly, the Sole Arbitrator finds no reason to exclude the new evidence submitted by the Coach given that no bad faith, abusive or inappropriate conduct is seen, in fact, the non-submission of such evidence in the FIFA PSC proceedings affected the proper Coach and was clearly not an abusive strategy or similar conduct.
116. Consequently, the Sole Arbitrator grants the Coach’s requests for the bonus of MAD 500,000 for the Club achieving fourth place of the Moroccan national league 2022/2023.
  - 18% p.a. interest rate on all due amounts to the Coach
117. Moreover, the Coach considers that an 18% p.a. interest rate shall be applied to all the outstanding amount to be awarded to him for the continued default of the Club.
118. Even though the Coach did not further explain his request, the Sole Arbitrator identifies that Article 21.1.c) of the FIFA Disciplinary Code provides that anyone who fails to comply with a FIFA or CAS decision may be ordered to pay an interest rate of 18% p.a. to the creditor.
119. Notwithstanding the above, the Sole Arbitrator clarifies that the referred provision is not applicable to the matter at stake. The present proceedings are not of disciplinary nature in which there is an issue of non-compliance of a FIFA or CAS decision.
120. Moreover, the Sole Arbitrator observes that neither the Employment Agreement nor the FIFA Regulation on the Status and Transfer of Players set an interest rate, consequently it is to be applied Article 104(1) of the Swiss Civil Code (the “SCO”) that determines:

*“A debtor in default on payment of a pecuniary debt must pay default interest of 5% per annum even where a lower rate of interest was stipulated by contract”*

121. Lastly, the Sole Arbitrator notes that neither the Coach alleged a starting date for the outstanding bonus interest rate to commence nor the Employment Agreement determined a date for payment of such bonus. Accordingly, the Sole Arbitrator recalls Article 102(1) of the SCO that establishes:

*“Where an obligation is due, the obligor is in default as soon as he receives a formal reminder from the obligee.”*

122. In the present case, the Coach sent a default notice to the Club on 10 September 2023, which, according to the quoted provision, sets the commencement for the 5% interest rate.

123. In consequence, the Sole Arbitrator dismisses the Coach’s request for an 18% p.a. interest rate to be applied. The Appealed Decision will be confirmed in this respect as the awarded bonus will also be applied for a 5% p.a. interest rate from 10 September 2023 until the date of effective payment.

- Any additional compensation for delaying the payment of the coach without justified reason

124. The Coach requests to be awarded “any additional compensation” and justifies it in the delayed that he has suffered from the delaying in the undue payments.

125. The Sole Arbitrator considers that there is no merit for awarding additional compensation and, although the passage of time affects the Coach, the awarded interest rate is meant to compensate for such passage of time.

126. For the sake of completeness, the Sole Arbitrator does not leave unnoticed how broad such request for relief is and recalls the findings of the case CAS 2018/A/5774 in which the sole arbitrator considered:

*“Requests for relief must be specified with enough precision in order for the Respondent to reply accurately to all parts of the claim. They must be worded in such a way that the appellate authority may, where appropriate, incorporate them to the operative part of its own decision without modification (ATF 137 III 617 consid. 4.2 et 4.3 p. 618).”*

127. In the same vein, in the award of the case CAS 2018/A/5553 the panel stated:

*“... the Panel observes that, without prejudice to the provision of article R57 of the CAS Code, which confers the CAS the full power to review the facts and the law of the case, the Panel is nonetheless bound to the limits of the parties’ motions, since the arbitral nature of the proceedings obliges the Panel to decide all claims submitted by the Parties and, at the same time, prevents the Panel from granting more than the parties are asking by submitting their requests for relief to the CAS, according to the principle of ne ultra petita.”*

128. Consequently, the Sole Arbitrator concludes that there is no reason that may justify any additional compensation to the Coach.

**X. COSTS**

(...)

## ON THESE GROUNDS

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

1. The Appeal filed by Tarek Mostafa Mohamed on 13 February 2024 against the Decision FPSD - 11933 rendered on 9 January 2024 by the Player Status Chamber of the FIFA Football Tribunal is partially upheld.
2. The Decision FPSD - 11933 rendered on 9 January 2024 by the Player Status Chamber of the FIFA Football Tribunal is confirmed, except paragraph 2 of the operative part, which shall provide as follows:
  2. The Respondent, Olympic Club Safi, must pay to the Claimant the following amounts:
    - **MAD 540,000 as outstanding remuneration (monthly salaries)** plus interest p.a. as follows:
      - 5% interest p.a. over the amount MAD 180,000 of as from 1 May 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 180,000 of as from 1 June 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 180,000 of as from 1 July 2023 until the date of effective payment;
    - **MAD 24,000 as outstanding remuneration (fuel costs)** plus interest p.a. as follows:
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 August 2022 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 September 2022 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 October 2022 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 November 2022 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 December 2022 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 January 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 February 2023 until the date of effective payment
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 March 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 April 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 May 2023 until the date of effective payment;
      - 5% interest p.a. over the amount MAD 2,000 of as from 1 June 2023 until the date of effective payment;

- 5% interest p.a. over the amount MAD 2,000 of as from 1 July 2023 until the date of effective payment.
- **MAD 500,000 as outstanding remuneration (4<sup>th</sup> place bonus)** plus 5% interest rate as from 10 September 2023.

3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 25 March 2026

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

José Juan Pintó Sala

Sole Arbitrator