



**TAS / CAS**

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

**CAS 2024/A/11061 Club Persib Bandung v. Daisuke Sato & Davao Aguilas UMAK FC**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Mr. James Kitching, Attorney-at-Law, Adelaide, Australia

**in the arbitration between**

**Club Persib Bandung, Bandung, Indonesia**

Represented by Mr. Hrvoje Raić and Ms. Tina Malenica, Kasalo & Raić, Split, Croatia

**Appellant**

**and**

**Daisuke Sato, Philippines**

Represented by Mr. Pedro Macieirinha, Mr. Brice Belhumeur, and Mr. José Pedro Macieirinha, JMPM Advogados, Vila Real, Portugal

**First Respondent**

**Davao Aguilas UMAK FC, Manila, Philippines**

**Second Respondent**

## **I. PARTIES**

1. Club Persib Bandung (the “Appellant” or the “Club”) is a football club based in Bandung, Indonesia, affiliated with the Indonesian Football Association (“IFA”), which is in turn affiliated with the Asian Football Confederation (“AFC”) and FIFA.
2. Daisuke Sato (the “First Respondent” or the “Player”) is a Filipino football player.
3. Davao Aguilas UMAK FC (the “Second Respondent”) is a football club based in Manila, Philippines, affiliated with the Philippines Football Federation which is in turn affiliated with the AFC and FIFA.
4. The Appellant, the First Respondent, and the Second Respondent are jointly referred to as the “Parties”.

## **II. FACTUAL BACKGROUND**

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced in these proceedings. Additional facts and allegations found in the Parties’ written and oral submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. The Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings. However, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. Background Facts**

6. On 6 December 2022, the Appellant and the First Respondent executed an employment contract for the term 1 June 2023 to 31 May 2025 (the “Contract”). Article 2 stated:

*“1. In accordance with the terms and conditions of this PLAYER Contract, the PLAYER is entitled to payment of the total contract value of Rp. 4,410.000.000,- (Four Billion Four Hundred Ten Millions Rupiah) in accordance with Article 2 paragraph 2 below (hereinafter referred to as “Contract Value”).*

*a. The contract value for the Term from 1 June 2023 until 31 May 2024 shall be Rp. 2.160.000.000,- (Two Billions One Hundred Sixty Millions Rupiah) (hereinafter referred to as “Contract Value 2023”), which will be paid in Player’s monthly salary in the amount of Rp. 180.000.000,- (One Hundred Eighty Millions Rupiah) will be paid every month with total 12 (twelve) months, proportionally, of which shall be deemed as the Player’s monthly salary (“Monthly Salary”).*

*b. The contract value for the Term from 1 June 2024 until 31 May 2025 shall be Rp. 2,250,000,000,- (Two Billions Two Hundred Fifty Millions Rupiah) (hereinafter referred to as “Contract Value 2024”), which will be paid in Player’s monthly salary in the amount of RP. 187.500.000,- (One Hundred Eighty Seven Millions Five Hundred Thousand Rupiah) will be paid every month with total 12 (twelve) months,*

*proportionally, of which shall be deemed as the Player's monthly salary ("Monthly Salary")."*

7. In or around May 2023, the foreign player rules for the Indonesia Liga 1 (the "League") were amended to reflect a new standard adopted by the AFC for its competitions. Clubs in the League were permitted to register six (6) foreign players: five (5) holding any nationality, and one (1) holding the nationality of a country affiliated to the Association of South-East Asian Nations ("ASEAN").
8. Between July 2023 and October 2023, the First Respondent was selected by the Appellant as a starting player in thirteen (13) of the first fourteen (14) League matches.
9. The First Respondent served a one-match suspension in the fifteenth League match due to having accumulated four (4) yellow cards. Shortly thereafter, the First Respondent suffered an ankle injury rendering him unavailable for the sixteenth, seventeenth, and eighteenth League matches.
10. After recovering from injury, the First Respondent was selected by the Appellant on the bench (but was not fielded) for the nineteenth League match (8 November 2023) and twentieth League match (26 November 2023).
11. On 28 November 2023, the Indonesian transfer window closed. Prior to its closing, the Appellant signed two (2) new foreign players: Stefano Beltrame, an Italian striker ("Beltrame"), and Kevin Mendoza, a Filipino goalkeeper ("Mendoza").
12. On 1 December 2023, the First Respondent sent a letter to the Appellant which alleged that he had been "*deregistered or not registered*". He made the following request:  
  
*"Mr. DAISUKE CAUMANDAY SATO requests to PT. PERSIB BANDUNG BERMARTABAT Club to provide the Player with the necessary conditions for sports participation, as well as effective participation in training, and in official matches, as well as other preparatory or instrumental activities of sports competition, with the First Team of the Club, as well as to provide certified information about the registration for the player for the club, ensuring the right to effective occupation in the time limit of 15 days, otherwise the player shall be entitled to terminate the contract with just cause with the right for compensation and to be imposed sportive sanctions to the club."*
13. The First Respondent was not selected by the Appellant in the matchday squad for its twenty-first League match (4 December 2023) or twenty-second League match (10 December 2023).
14. On 11 December 2023, the Appellant relevantly replied as follows:  
  
*"Please note that there is a foreign player quota for the clubs of the Liga 1 Indonesia. Since the Player has been injured recently, Persib had to engage other players for his replacement. However, we would like to emphasise that Persib regularly complies with all its financial duties towards the Player, and the Player is entitled to regularly participate to the training with Persib's first team. Depending on the course of the*

*current season of the Liga 1 Indonesia, it may very well be that the Player will again have the opportunity to play in official matches with Persib's first team.*

*Finally, please note that if the employment relationship between Persib and the Player should be unilaterally terminated by the Player, Persib reserves its right to all claims against the Player. Moreover, the Player would of course not be permitted to participate to the training with Persib's first team anymore, and Persib would obviously no longer feel obliged to regularly pay his salary.*

*In view thereof, we consider that the status quo is serving the best interests of both the Player and Persib, and we therefore advise the Player not to unilaterally terminate his employment relationship with Persib.”*

15. On 18 December 2023, the First Respondent was not selected by the Appellant in the matchday squad for its twenty-third League match. After this match, the League went into recess until February 2024.
16. On 18 December 2023, the First Respondent replied to the Appellant and reiterated that he had been deregistered “*without any valid reason*”, and repeated his request for “*certified information about the registration*”.
17. On 21 December 2023, the Appellant relevantly replied as follows:

*“We noted that in your afore-mentioned correspondence, you did not substantially respond to our suggestion that the status quo is in the best interest of both the Player and Persib. However, please note that Persib regularly complies with all its financial duties towards the Player, and the Player is entitled to regularly participate to the training with Persib's first team. Moreover, depending on the course of the current season of the Liga 1 Indonesia, it may very well be that the Player will again have the opportunity to play in official matches with Persib's first team.*

*However, if the employment relationship between Persib and the Player should be unilaterally terminated by the Player, he would not be permitted to participate to the training with Persib's first team anymore, Persib would obviously no longer feel obliged to regularly pay his salary, and finally, Persib would reserves its right to all claims against the Player. In view thereof, we suggest that the Player should refrain from unilaterally terminating the employment relationship with Persib.”*
18. On 3 January 2024, the First Respondent terminated the Contract with immediate effect.
19. On 15 January 2024, the First Respondent filed a claim before FIFA.
20. On 1 February 2024, the First Respondent signed an employment contract with the Second Respondent for the term 1 February 2024 to 1 August 2024 (the “Second Contract”). The Second Contract provided for a monthly remuneration of thirty thousand (30,000) Philippine Pesos (“PHP”).
21. On 8 August 2024, the FIFA Dispute Resolution Chamber (“DRC”) rendered its decision in favour of the First Respondent (the “Decision”).

22. On 30 August 2024, the First Respondent signed an employment contract with One Taguig FC, a football club based in Manila, Philippines, for the term 30 August 2024 to 26 April 2025 (the “Third Contract”). The Third Contract provided for a monthly remuneration of PHP one hundred and seventy thousand (170,000).

23. On 18 November 2024, FIFA DRC notified the grounds of its Decision. It relevantly held:

*“32. In this regard, the Chamber recalled that the Club argued that the termination by the Player was without just cause as he did not provide sufficient evidence of his deregistration.*

*33. However, in his response, the Player argued that he had been replaced by another player and that the coach continued to field the replacement. After recovering from his injury, the Player was initially placed on the bench and subsequently was no longer called up for matches.*

*34. In continuation, the Chamber noted that the Club further claimed that the Player was permitted to train with the first team and, depending on the course of the season, would have been permitted to play in official matches again.*

*35. Nonetheless, the Chamber observed that the Club did not provide corroborating evidence as to its plans for the Player or the timeline for when the Player would be permitted to play in official matches again, hence the intended duration for the Player’s non-participation in official matches cannot be clearly established. Indeed, the DRC recalled that the Club limited its explanations to stating that “depending on the course of the season, he may again have the opportunity to play in official matches with the Club’s first team”.*

*36. The Chamber recalled that based on the well-established jurisprudence of the DRC, the Club has a duty to allow its players to engage in the activity for which, in principle, they have been employed and are qualified to perform, as the career development of a player may be prejudiced as a result of such inactivity. In this respect, and while the Club denied that it had deregistered the Player, the Chamber noted that there was an absence of any evidence from the Club that corroborated the Player’s status.*

*37. Therefore, the Chamber considered that by excluding the Player from official matches and in the absence of a clear timeline as to when - or even if - the Player would return to play, the Club was effectively preventing the Player from participating in official matches sine die. The Chamber further determined that, on the basis of the specific circumstances of this case and the evidence on file, and with due consideration for the Player’s correspondence and the Club’s replies thereto, the Club’s behaviour amounted to a breach of the Contract.*

*38. Consequently, in view of the above, the Chamber decided that the Player had just cause to terminate the Contract on 3 January 2024. As such, the Club’s argumentation could not be upheld, and its counterclaim must therefore be rejected.”*

24. The FIFA DRC relevantly decided:

*“1. The claim of the Claimant/ Counter- Respondent, Daisuke Sato, is partially accepted.*

*2. The Respondent/ Counter- Claimant, Persib Bandung, must pay to the Claimant/ Counter-Respondent the following amount(s):*

*- IDR 3,091,234,020 as compensation for breach of contract without just cause plus 5% interest p.a. as from 3 January 2024 until the date of effective payment.*

*3. Any further claims of the Claimant/ Counter- Respondent are rejected.*

*4. The counterclaim of the Respondent/ Counter- Claimant is rejected...”.*

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

25. On 9 December 2024, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (“CAS”) pursuant to Articles R47 and R48 of the Code of Sports-related Arbitration (the “Code”).

26. On 19 December 2024, the Appellant submitted its Appeal Brief.

27. On 27 December 2024, the First Respondent requested that the deadline for filing his Answer be set after the Appellant’s payment of its share of the advance of costs, in accordance with Article R64.2 of the Code.

28. On 30 December 2024, the CAS Court Office confirmed that the previous deadline was suspended and a new time limit would be fixed upon the Appellant’s payment of the First Respondent’s share of the advance of costs.

29. On 14 January 2025, the CAS Court Office noted that the Second Respondent had not submitted an Answer and warned that, should its silence continue, relevant procedural consequences would apply.

30. On 23 January 2025, the CAS Court Office confirmed that the Second Respondent failed to submit an Answer.

31. On 11 April 2025, the CAS Court Office confirmed that the Appellant had paid the advance of costs. The First Respondent was accordingly granted twenty (20) days to file their Answer in accordance with Article R55 of the Code.

32. On 28 April 2025, the CAS Court Office notified the appointment of the Sole Arbitrator.

33. On 30 April 2025, the First Respondent submitted his Answer.

34. On 15 May 2025, the CAS Court Office confirmed the appointment of the Sole Arbitrator.

35. On 3 June 2025, the Sole Arbitrator granted the procedural request of the Appellant and directed the First Respondent to disclose the Second Contract and the Third Contract.
36. On 5 June 2025, the First Respondent disclosed the Second Contract and Third Contract.
37. On 10 June 2025, the Sole Arbitrator in accordance with Article R56 of the Code, granted a second and limited round of submissions. The Appellant was invited to provide its comments on disclosure made by the First Respondent and expressly requested to state whether it had ever deregistered the First Respondent at the IFA or the League. Failure to do so would result in an adverse inference being drawn.
38. On 17 June 2025, the Appellant filed its second submission.
39. On 25 June 2025, the First Respondent filed his second submission.
40. On 18 July 2025, the CAS Court Office confirmed that a hearing would be held via videoconference on 28 August 2025 at 9:30 AM (CET).
41. On 22 July 2025, the First Respondent confirmed that he wished to testify as a witness.
42. On 28 August 2025, the hearing was held virtually. In addition to the Sole Arbitrator, Mr. Andres Redondo Oshur, CAS Counsel, and Mr. Ayodeji Ayeleru (an intern working with the Sole Arbitrator attending as an observer with the permission of the Parties), the following persons attended the hearing:

For the Appellant:

Mr. Hrvoje Raic, legal counsel;  
Ms. Tina Malenica, legal counsel;

For the First Respondent:

Mr. Daisuke Sato;  
Mr. Pedro Macieirinha, legal counsel;  
Mr. Brice Belhumeur, legal counsel;  
Mr. José Pedro Macieirinha, legal counsel;

For the Second Respondent:

No attendance.

43. At the outset of the hearing, the Parties confirmed that they had no objection or comments as to the constitution and composition of the Sole Arbitrator.
44. At the conclusion of the hearing, the Parties confirmed that they did not have any objections to the procedure conducted by the Sole Arbitrator and that their right to be heard had been fully respected.

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

##### **A. The Appellant's submissions**

45. The Appellant's submissions, made in writing and during the oral hearing, are summarised as follows:

###### Merits

- it never deregistered the First Respondent with the IFA or the League;
- in October 2023, the First Respondent was suspended and had an injury, which resulted in him not being available for selection. The Appellant's coach was required to field another player, who performed convincingly. When the First Respondent recovered from injury, the coach chose to utilise the replacement player and did not field or select the First Respondent for some matches. Although not fielded or selected, the First Respondent was always permitted to train with the first-team and was regularly paid. He was notified that he may have the opportunity to participate in official matches over the course of the season;
- the League concluded its fixtures for the first half of the season on 18 December 2023 with the next match scheduled for 4 February 2024. At most, the First Respondent was not selected for three (3) matches following his return from injury;
- on 3 January 2024, the First Respondent terminated the Contract based on the allegation that the Appellant had deregistered him. The First Respondent has never provided any reliable evidence in support of this allegation and failed to demonstrate to the level of comfortable satisfaction (cf CAS 2022/A/9328, CAS 2022/A/9329) that he had just cause to terminate the Contract. In short, he had failed to discharge his burden of proof. The FIFA DRC erred in this regard as it shifted the burden of proof on the Appellant; the Appellant is not required to prove a negative fact. As such, the termination of the Contract by the First Respondent was made without just cause;
- the Appellant, through its coaching staff, exercised its freedom and right to select players for matches. A coach deciding not to select a player for a specific match is not a violation of the personality rights of the player. Those rights are respected so long as the player is entitled to train with the first team and is paid their salary;
- the First Respondent did not meet the requirements of 'sporting just cause' as defined in Article 15 of the FIFA Regulations on the Status and Transfer of Players ("RSTP");
- in the unlikely event that the CAS finds that the Appellant deregistered the First Respondent, jurisprudence provides that as First Respondent was still receiving his salary and training with the first team (cf CAS 2013/A/3091, 3092 & 3093 at [248]), and no other evidence was provided of the deterioration of his situation

“*psychologically or sport-wise*” (cf CAS 2023/A/9501 at [134]-[136]), the termination of the Contract could not have been made with just cause;

- the remuneration in the Second Contract and Third Contract are substantially lower than the remuneration in the Contract. It could not be ruled out that the Appellant failed to properly disclose the amounts earned from his new clubs. As such, the Sole Arbitrator was requested to order the disclosure of the First Respondent’s bank statements for the years 2024 and 2025 based on Article R44.3 of the Code;
- the First Respondent did not appeal the Decision and cannot request any substantive amendment to the Decision before the CAS;
- the First Respondent did not raise any ‘foreign quota’ argument before FIFA or in its written submissions before CAS. This argument was solely raised in oral testimony given by the First Respondent as a witness. This is ‘new evidence’ and should be disregarded based on Article R44.1 of the Code;

#### Relief

- the Appellant is owed compensation pursuant to Article 17.1 of the FIFA RSTP as the First Respondent terminated the Contract without just cause. The established jurisprudence provides for the compensation to be calculated by determining the average of the First Respondent’s salary with the Appellant during the remaining term of the Contract and the First Respondent’s salary during the overlapping period as set out in the Second Contract and Third Contract (cf CAS 2019/A/6337);
- in the unlikely event that the CAS finds that the First Respondent terminated the Contract with just cause, the First Respondent was obliged to mitigate his damage until the end date of the Contract (cf Article 337c (2) and/or Article 42.2 of the Swiss Code of Obligations). The amount of compensation ordered by the FIFA DRC should be reduced by either the total income earned by the First Respondent during the period 3 January 2024 to 31 May 2025, or alternatively the remuneration earned pursuant to the Second Contract and the Third Contract;

46. The Appellant requested the following relief:

*“I. to declare Appeal admissible; and*

*II. to set aside Appealed Decision; and*

*III. to establish that Respondent 1 terminated the Employment contract with the Appellant without just cause; and*

*IV. to order the Respondent 1 to pay the Appellant compensation for breach of contract in net IDR 1,797,895,992.47, with default interest of 5% per year on the aforementioned amount starting from 4/1/2024 until the effective date of the payment; and*

*V. to hold the Respondent 2 jointly liable for the payment of aforementioned compensation; and*

*VI. in the alternative, to order the Appellant to pay the Respondent 1 amount of compensation for breach of contract determined by CAS by taking into consideration the entire income generated by the Respondent 1 in period between 3 January 2024 and 31 May 2025; and*

*VII. in the alternative, to order the Appellant to pay the Respondent 1 amount of compensation for breach of contract in maximum amount of IDR 2,697,392,893.85; and*

*VIII. to order the Respondents to bear all the procedural costs of the present procedure and to reimburse the Appellant all legal and other costs to be determined at the discretion of the CAS Sole Arbitrator of at least CHF 6,000.00.”*

**B. The First Respondent’s submissions**

47. The First Respondent’s submissions, made in writing and during the oral hearing, are summarised as follows:

Merits

- the appeal is unfounded. The First Respondent fulfilled all obligations in the Contract. The First Respondent was deregistered by the Appellant;
- the dispute could have been resolved swiftly through the Appellant providing confirmation of the First Respondent’s registration status from the IFA or League. Instead, the Appellant took the position that it was the First Respondent’s burden to prove his own registration status, a matter solely controlled by the Appellant;
- for the 2023-24 season, Indonesian clubs were permitted to register a maximum six (6) foreign players: five (5) holding any nationality and one (1) holding an ASEAN nationality. The First Respondent presumed that he was registered in the ASEAN player slot, as the other five (5) foreign players did not hold an ASEAN nationality;
- at the close of the Indonesian transfer window in November 2023, the Appellant signed two (2) new foreign players: Beltrame and Mendoza. The First Respondent suspected that he had been deregistered for Mendoza, as none of the other foreign players held an ASEAN nationality. The First Respondent subsequently issued the 1 December 2023 letter to seek confirmation of his registration status;
- although the Appellant failed to confirm his registration status, the First Respondent definitively understood that he had been deregistered when the Appellant fielded six (6) foreign players (including Mendoza) in its League match on 18 December 2023. This was only possible if he had been deregistered to participate in League matches, as he had been selected as a starting player or bench player in League matches prior to the close of the Indonesian transfer window;
- the Appellant breached the principle of *pacta sunt servanda* and engaged in conduct that violated Article 14 of the FIFA RSTP. Jurisprudence demonstrates that deregistering a player from participating in a league championship entitles a player to unilaterally terminate their contract with just cause. Players have a fundamental

right to not only receive their remuneration, but also to access training and be given the opportunity to participate in official matches (cf CAS 2024/A/3643; CAS 2015/A/4122; CAS 2018/A/5771);

- the First Respondent, having put the Appellant on notice to confirm his registration status, therefore had just cause to terminate the Contract;
- the First Respondent has no reason to provide his bank accounts. The Appellant's request is unnecessary, disproportionate, and intrusive. Under Article R44.3 of the Code, a request to produce documents must be substantiated, relevant, and necessary to establish a fact that is both disputed and material to the resolution of the case. The assertion of the Appellant amounts to mere conjecture. The First Respondent has disclosed the Second Contract and Third Contract; in the absence of concrete evidence challenging the validity or authenticity of those documents, they must be presumed valid and reflective of the agreed employment terms (cf CAS 2016/A/4607; CAS 2018/A/5763). The burden of proving that such documents are a sham or simulation rests on the Appellant;

#### Relief

- the First Respondent is owed compensation by the Appellant pursuant to Article 17.1 of the FIFA RSTP due to the First Respondent terminating the Contract with just cause. While the FIFA DRC correctly applied the statutory compensation formula, it incorrectly determined that PHP 210,000 (i.e. seven (7) months salary) should be mitigated from the residual value of the Contract. It should have determined that PHP 180,000 (i.e. six (6) months salary) should be mitigated, in line with the term of the Second Contract. The compensation amount should therefore be IDR 3,096,229,450.49;
- the Third Contract is irrelevant and should be excluded from any compensation due to the “*specificity of sport*”. This is because it was not signed “*at the time of the decision*” as required by Article 17.1(ii) of the FIFA RSTP, the career of the First Respondent was compromised by the Appellant's conduct, and, the First Respondent had complied with his duty to mitigate;
- in the unlikely event that the CAS finds that the First Respondent terminated the Contract without just cause, the Second Respondent should be found to be jointly liable with the First Respondent for any compensation owed to the Appellant.

48. The First Respondent requested the following relief:

*“A) The Appeal shall be rejected.*

*B) The appealed decision shall be amended as follows:*

*1. The claim of the Claimant/ Counter- Respondent, Daisuke Sato, is partially accepted.*

2. *The Respondent/ Counter- Claimant, Persib Bandung, must pay to the Claimant/ Counter-Respondent the following amount(s):*

*- IDR 3.096.229.450,49 as compensation for breach of contract without just cause plus 5% interest p.a.as from 3 January 2024 until the date of effective payment.*

3. *Any further claims of the Claimant/ Counter- Respondent are rejected.*

4. *The counterclaim of the Respondent/ Counter- Claimant is rejected.*

*Subsidiary,*

*C) The Second Respondent shall be jointly liable with the First Respondent for the payment of the eventual compensation to be paid towards the Appellant.*

*Plus,*

*D) The Appellant shall be condemn to pay the whole CAS administration and the Arbitrators fees;*

*E) The Appellant shall grant to the Second Respondent a contribution towards its legal fees and other expenses incurred in connection with the proceedings, taking in account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties in the amount of 10.000 CHF.”*

**C. The Second Respondent’s submissions**

49. The Second Respondent failed to participate in the CAS procedure. No submissions, whether in writing or orally at hearing, were made.

**V. JURISDICTION**

50. Article R47 of the Code provides as follows:

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

51. Article 50.1 of the FIFA Statutes (June 2024 Edition) 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.”*

52. The jurisdiction of CAS derives from both Article R47 of the Code and Article 50.1 of the FIFA Statutes. It is not contested and is further confirmed by the Order of Procedure duly signed by the Parties.

53. It follows that CAS has jurisdiction to hear, adjudicate, and decide the present dispute.

## **VI. ADMISSIBILITY**

54. Article R49 of the Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.”*

55. Article 50.1 of the FIFA Statutes (June 2024 Edition) 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.”*

56. The grounds of the Decision were notified on 18 November 2024, and the Appellant filed its Statement of Appeal on 9 December 2024, within the twenty-one (21) day time limit provided by the FIFA Statutes.

57. The appeal is therefore admissible.

## **VII. APPLICABLE LAW**

58. Article R58 of the Code provides as follows:

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

59. Article 50.2 of the FIFA Statutes (June 2024 Edition) states:

*“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.”*

60. Accordingly, the present dispute shall be decided by applying the FIFA regulations, primarily the FIFA RSTP, with Swiss law applying subsidiarily to fill any *lacuna*.

## VIII. MERITS

61. According to Article R57 of the Code, the Sole Arbitrator has “*full power to review the facts and the law*”. As consistently stated in the CAS jurisprudence, by reference to this provision, the CAS appeals arbitration procedure entails a *de novo* review of the merits of the case and is not confined merely to deciding whether the ruling appealed was correct or not. Accordingly, it is the function of the Panel to make an independent determination as to the merits (cf CAS 2007/A/1394).
62. The second paragraph of Article R55 of the Code states: “*If the Respondent fails to submit its answer by the stated time limit, the Panel may nevertheless proceed with the arbitration and deliver an award.*”
63. Similarly, the final paragraph of Article R57 of the Code states: “*If any of the parties, or any of its witnesses, having been duly summoned, fails to appear, the Panel may nevertheless proceed with the hearing and render an award.*”
64. The Second Respondent failed to engage with this procedure in any manner. Notwithstanding this, the Sole Arbitrator is satisfied that the CAS Court Office duly notified the Second Respondent of these proceedings and provided it with sufficient opportunity to engage. As such, the Sole Arbitrator is comfortable in rendering this Award in line with the second paragraph of Article R55 of the Code read together with the final paragraph of Article R57 of the Code.
65. Given the Parties’ respective submissions, the Sole Arbitrator considers that there are two (2) main issues for determination:
  - (i) Did the First Respondent terminate the Contract with just cause?
  - (ii) What are the subsequent consequences?

### A. Preliminary Matter: request for bank statements by the Appellant

66. Prior to addressing the merits, the procedural request of the Appellant shall be determined. Such request was made pursuant to Article R44.3 of the Code, which relevantly states: “*A party may request the Panel to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and to be relevant*”.
67. The Appellant alleged that as the remuneration set out in the Second Contract and the Third Contract was substantially lower than the remuneration set out in the Contract, the First Respondent was potentially ‘hiding’ his true income to lower the amount that would potentially be utilised for mitigation purposes, presuming that the Sole Arbitrator found in favour of the First Respondent on the first question.
68. The First Respondent objected on the basis that it amounted to mere conjecture and there was no substantiated evidence provided by the Appellant. At hearing, the First Respondent testified as to his personal privacy and the financial differences between Indonesian football and Filipino football when asked by the Appellant as to why he did

not wish to disclose his bank statements. He stated that although the remuneration available from the Second Respondent was lower than that offered by the Appellant, he did not have any other offers to continue their career and wanted to maintain his place in the Philippines men's national team.

69. The First Respondent also stated – upon direct questioning from the Sole Arbitrator - that he had no 'side' contract with and had not received any 'side' payment from the Second Respondent and/or One Taguig FC.
70. The Sole Arbitrator considered the First Respondent was a trustworthy and honest witness. The evidence given on the football landscape in Indonesia and Philippines correlated to the anecdotal understanding of the Sole Arbitrator of professional football finance in those countries.
71. The Appellant did not provide any evidence to support its allegation. The Appellant's request was generic, broad, and explorative in nature, properly characterised as a 'fishing expedition'; the Sole Arbitrator held that it failed to meet the standard for production of documents pursuant to Article R44.3 of the Code (cf CAS 2019/A/6533; CAS 2019/A/6312).
72. The request by the Appellant for production of the bank statements for the years 2024 and 2025 is therefore rejected.

**B. Did the First Respondent terminate the Contract with just cause?**

73. The primary question for the Sole Arbitrator to determine was whether the First Respondent terminated the Contract with just cause.
74. Article 14.1 of the FIFA RSTP states that "*a contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where this is just cause.*" The FIFA RSTP do not provide a definition of "*just cause*" or an exhaustive list of what constitutes "*just cause*".
75. The *Commentary to the FIFA Regulations on the Status and Transfer of Players (2023 Edition)* (the "Commentary") provides a neat summary of the consistent approach adopted by FIFA and CAS in recent years (footnotes omitted):

*"A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so. In several awards, CAS has drawn a parallel between the concept of "just cause" as defined in article 14...and the concept of "good cause" in article 337 paragraph 2 of the Swiss Code of Obligations...Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties.*

*When assessing whether a unilateral contract termination is justified, the following general criteria must be applied, considering the specific circumstances of each individual matter:*

- *Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract.*
- *In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.*
- *The termination of a contract should always be an action of last resort (an “ultima ratio” action).”*

76. The principal point of contention between the Parties is whether the First Respondent was registered by the Appellant to participate in League matches at the time of the termination. Although this would appear to be a simple evidentiary matter that could be confirmed by the IFA or League, no evidence from the Indonesian football authorities was provided before FIFA or CAS. In summary:
- the Appellant posited that it never deregistered the First Respondent. It contended that its coach had exercised discretion to not field and/or select the First Respondent in some League matches after he had recovered from an injury. It argued that the First Respondent had failed to prove that he had been deregistered;
  - the First Respondent countered that he was deregistered from participating in League matches by the Appellant. The Appellant failed to confirm his registration status despite his request. The Appellant had signed additional foreign players beyond the League registration limit which had caused him to be concerned that he had been deregistered. Despite lack of confirmation, the First Respondent definitively understood that he had been deregistered when the Appellant fielded a full quota of foreign players during its League match on 18 December 2023.
77. The Appellant – in its correspondence with the First Respondent and its submissions before the FIFA DRC and Appeal Brief before CAS – never expressly stated whether it had deregistered (or not registered) the First Respondent to participate in League matches. It instead merely highlighted the possibility that the First Respondent may be selected to participate in League matches later in the season. The careful nature in which the Appellant drafted its communications and - frankly – its complete lack of professionalism in not directly responding to a very basic employment-related query from the First Respondent, was noted by the Sole Arbitrator. Without direct confirmation of his registration status, the Appellant effectively placed the First Respondent in professional football purgatory. This was unacceptable behaviour in itself (regardless of the answer to the deregistration issue) and unbecoming of a professional football club playing at the highest level in its country.
78. The Sole Arbitrator also noted that, in the present case, the registration status of the First Respondent with the IFA and the League was a matter wholly within the knowledge and control of the Appellant. The First Respondent, as an employee, had no direct access to registration records maintained by the Indonesian football authorities, nor any practical means of obtaining independent confirmation of his registration status without the cooperation of his employer.

79. It was not until the Sole Arbitrator expressly directed the Appellant to address the deregistration issue in its second written submission that the Appellant confirmed that it had never deregistered the First Respondent, and that it had set this out in the Appeal Brief. However, this written confirmation provided a cross-reference to a section of the Appeal Brief which did not reflect the statement in the second written submission. The Sole Arbitrator again noted the failure of the Appellant to address the issue in a straightforward manner.
80. At hearing, when the Sole Arbitrator directly asked counsel for the Appellant to confirm the registration status of the First Respondent, it was advised that instructions had been received that the Appellant had never deregistered the First Respondent from participating in League matches. It was noteworthy, however, that: (i) the Appellant had chosen to not send any board or staff member to attend the hearing who could directly answer on the issue; and (ii) this assertion was not supported by any documentary evidence, whether officially from the IFA or the League, or anecdotally from media or other publicly-available sources.
81. The position adopted by the Appellant does not accord with the clear evidence. The Appellant has, in effect, sought to mislead and misdirect. The Sole Arbitrator takes a dim view on the procedural conduct of the Appellant in that regard.
82. The evidence clearly demonstrates that the First Respondent was deregistered from participating in League matches. In short:
- for the 2023-24 season, Indonesian clubs were permitted to register a maximum six (6) foreign players: five (5) holding any nationality and one (1) holding an ASEAN nationality. The First Respondent presumed that he was registered in the ASEAN player slot, as the other five (5) foreign players did not hold an ASEAN nationality;
  - at the close of the Indonesian transfer window in November 2023, the Appellant signed two (2) new foreign players: Beltrame and Mendoza. The First Respondent suspected that he had been deregistered for Mendoza, as none of the other foreign players held an ASEAN nationality. The First Respondent subsequently issued the 1 December 2023 letter to seek confirmation of his registration status; and
  - the First Respondent definitively understood that he had been deregistered when the Appellant fielded six (6) foreign players (including Mendoza) in its League match on 18 December 2023. This was only possible if he had been deregistered to participate in League matches, as he had been selected as a starting player or bench player in League matches prior to the close of the Indonesian transfer window.
83. This evidence was primarily extracted through the oral testimony of the First Respondent. The Sole Arbitrator found the First Respondent's testimony to be honest, credible, and trustworthy. It was clear to the Sole Arbitrator that the First Respondent had told the truth, particularly after the cross-examination by the Appellant. In any event, the testimony related to Indonesian sporting regulations and sporting decisions made by the Appellant, and was evidence that is (and was) easily verifiable through publicly available sources.

84. At hearing, the Appellant objected to the above elements of the oral testimony of the First Respondent forming part of the evidence, citing Article R44.1 of the Code in support. That Article relates specifically to the “*written submissions*” of the Parties and is therefore irrelevant. The Appellant should have relied upon the third paragraph of Article R57 of the Code, which provides the Sole Arbitrator with the 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 issued. Notwithstanding the failure of the Appellant to correctly identify the pertinent Article in the Code, the challenged elements of oral testimony of the First Respondent, even if they enliven the discretion available to the Sole Arbitrator, related to Indonesian sporting regulations and sporting decisions made by the Appellant which were publicly available information. It is a surprise to the Sole Arbitrator that the Appellant was surprised that the challenged elements formed part of the First Respondent’s oral testimony, considering that such matters were wholly known to the Appellant. The provision of such evidence was not reflective of any abusive procedural conduct or bad faith on the part of the First Respondent, both of which are valid grounds to utilise the discretion under Article R57 of the Code to exclude evidence. The objection of the Appellant must therefore be dismissed.
85. Based on the above, the Sole Arbitrator is comfortably satisfied that the First Respondent was deregistered from participating in League matches. Such deregistration occurred on or shortly after 28 November 2023, following the signing of Mendoza by the Appellant.
86. It remains open to determine whether, having been deregistered from participating in League matches on or shortly after 28 November 2023, the First Respondent had just cause to terminate the Contract.
87. The long-standing jurisprudence of the FIFA DRC generally provides that a player has a right to terminate their employment contract with just cause in the case that they are deregistered from participating in league matches. This position is summarised in the Commentary (pp 136) as follows (footnotes omitted):
- “...a club – as an employer – has the duty to protect the personality rights of the player – as an employee. The career development of a footballer may be prejudiced as a result of inactivity and thus, the club has a duty to allow its players to engage in the activity for which, in principle, they have been employed and are qualified to perform. The DRC has already confirmed that “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 team mates in the team’s official matches” and that “by “de-registering” a player, even for a limited time period, a club is effectively barring, in an absolute manner, the potential access of a player to competition and, as such, is violating one of his fundamental rights as a football player” and that therefore “the de-registration of a player could in principle constitute a breach of contract since it de facto prevents a player from being eligible to play for his club”.”*

88. This approach has also been generally adopted in the CAS jurisprudence (see e.g. CAS 2024/A/3643; CAS2015/A/4122; CAS 2018/A/5771) and the Swiss Federal Tribunal:
- “it is obvious that a professional football player playing in the premier division must, in order to retain his value on the market, not only train regularly with players of his level but also compete in matches with teams of the highest possible level”* (Judgment 4A\_53/2011 of March 2011).
89. In short: professional athletes have a fundamental personality right to practice their sport. In the case of football, as well as attending and participating in training, this primarily includes being available and able to play in its primary competition (which is commonly a national league championship). The deregistration of a player by a club from participating in the club’s primary competition, which prevents the player from being available and able to play, is a clear and sufficiently serious breach of a club’s contractual obligations towards the player and of the player’s personality rights. It is unreasonable for the player to consider that an employment relationship must continue with the club in such circumstances.
90. The most famous exception within the CAS jurisprudence (which was also cited by the Appellant) was a specific scenario where a player was deemed to have acquiesced to his deregistration, given that he did not put the club on notice or complain about the change in his registration status for a period of three (3) months following the deregistration, during which time he had full access to training and was paid his salary (see CAS 2013/A/3091, 3092, & 3093).
91. The Appellant contended that: (i) as the First Respondent was still receiving his salary and training with the first-team (cf CAS 2013/A/3091, 3092 & 3093 at [248]); and (ii) no other evidence was provided of the deterioration of his situation *“psychologically or sport-wise”* (cf CAS 2023/A/9501 at [134]-[136]), his personality rights were not breached and he had no just cause to terminate the Contract.
92. This was a nonsensical position to adopt. The *status quo* described by the Appellant - wherein the First Respondent would continue to receive his salary and train with the first team, but remain deregistered from League matches indefinitely - fundamentally served the Appellant's interests. It allowed the Appellant to maintain control over the First Respondent's registration rights, whilst simultaneously denying him the opportunity to perform the essential functions of his profession.
93. The first case cited by the Appellant was specific to its facts. In this matter, the First Respondent never acquiesced or approved of his deregistration. He immediately put the Appellant on notice and requested confirmation of his registration status when he suspected that he had been deregistered; confirmation which was never forthcoming.
94. The second case cited by the Appellant related specifically to a player being unable to be registered at a national federation following a failed international transfer. It is wholly irrelevant to a matter related to deliberate deregistration of a player to participate in league matches by a club.

95. The Sole Arbitrator finds this is a clear and classic case of deregistration where the personality rights of the player were directly infringed by the club preventing the player from being available and able to play in its primary competition, and it would be unreasonable for the player to consider that an employment relationship must continue with the club in such circumstances. That infringement was particularly egregious because of the unprofessional conduct of the Appellant in not confirming the registration status of the First Respondent on his request, and it continuing to mislead and misdirect on that issue before the FIFA DRC and in this procedure.
96. Considering the above, the Sole Arbitrator is comfortably satisfied that the First Respondent terminated the Contract with just cause. Such termination was undertaken in accordance with Article 14.1 of the FIFA RSTP.

**C. What are the subsequent consequences?**

97. Article 17.1 of the FIFA RSTP sets out the consequences where an employment contract is terminated:

*“1. In all cases, the party in breach shall pay 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 with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.*

*Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:*

- i. *In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.*
- ii. *In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.*

- iii. *Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.*"
98. The Appellant is the "*party in breach*" for the purposes of the first sentence of Article 17.1 and therefore must pay compensation to the First Respondent.
99. The Contract does not "*otherwise provide*" for a contractual compensation clause which establishes in advance an amount due from a party in breach of the Contract to the other party. As such, the formula for compensation owed to a player from a club that is set out in Article 17.1 of the FIFA RSTP shall apply.
100. The Parties raised contentions which must be dealt with prior to applying the compensation formula.
101. First, the Appellant contended that the request of the First Respondent to amend the calculation made in the Decision was inadmissible as the First Respondent failed to appeal the Decision.
102. The Sole Arbitrator agrees with the Appellant in this respect; CAS jurisprudence is consistent in this regard (cf CAS 2019/A/6626; CAS 2017/A/5481; CAS 2017/A/5336). It is further noted that the First Respondent could have sought an amendment to the calculation made by the FIFA DRC pursuant to the Procedural Rules Governing the Football Tribunal and chose not to do so. The direct request of the First Respondent shall not be regarded by the Sole Arbitrator when applying the compensation formula. This does not, however, impact the ability of the Sole Arbitrator to review the full facts and the law pursuant to Article R57 of the Code.
103. Second, the First Respondent argued that the Third Contract should not be considered in application of the compensation formula based on "*specificity of sport*", with specific reference to the fact that the Third Contract was not signed "*at the time of the decision*" of the FIFA DRC (cf Article 17.1(ii) of the FIFA RSTP), , the impact of the Appellant's conduct on the career of the First Respondent, and that the First Respondent had complied with his duty to mitigate.
104. The Sole Arbitrator does not agree with the First Respondent in this respect.
105. CAS jurisprudence dictates that the phrase "*at the time of the decision*" set out in Article 17.1(ii) of the FIFA RSTP refers to the time of any final decision in the matter – which includes, by analogy, any final decision rendered by the CAS (cf CAS 2022/A/9004; CAS 2024/A/10519; CAS 2025/A/11154). This is consistent with both the "*de novo*" power of review provided by Article R57 of the Code, and the obligation for the Panel (or Sole Arbitrator) to "*decide the dispute according to the applicable regulations*" set out in Article R58 of the Code. In this respect, the Third Contract must be included when applying the compensation formula as it was a new employment contract that covered the period corresponding to the original term of the Contract.

106. While Article 17.1 of the FIFA RSTP refers to the specificity of sport as a potential source of law for the calculation of compensation for breach of contract, it also expressly states that compensation payable to a player shall be payable based on the compensation formula set out therein. In the view of the Sole Arbitrator, there is limited scope within the regulatory framework to deviate from the established compensation formula; the First Respondent failed to provide any substantial legal basis to support its position in this regard.
107. Applying the compensation formula set out in Article 17.1 of the FIFA RSTP, the amount owed to the First Respondent shall be calculated as follows:
- first, by determining the residual value of the Contract. The remaining term of the Contract was from 3 January 2024 to 31 May 2025. The First Respondent was owed IDR 900,000,000 (based on the monthly salary of IDR 180,000,000) for the period 1 January 2024 to 31 May 2024, and IDR 2,250,000,000 (based on the monthly salary of IDR 187,500,000) for the period 1 June 2024 to 31 May 2025. The residual value of the Contract is thus IDR 3,150,000,000 (i.e.  $\text{IDR } 180,000,000 \times 5 + \text{IDR } 187,500,000 \times 12$ );
  - second, by calculating the value of any new contract for the period corresponding to the time remaining on the Contract. The Second Contract covered period 1 February 2024 to 1 August 2024. The value of the Second Contract for the corresponding period was PHP 180,000 (based on a monthly salary of PHP 30,000 for six (6) months). The Third Contract covered the period 30 August 2024 to 26 April 2025. The value of the Third Contract was PHP 1,360,000 (based on a monthly salary of PHP 170,000 for eight (8) months). The total value of the new contracts was PHP 1,540,000 (i.e.  $\text{PHP } 180,000 + 1,360,000$ ), which based on the mid-market exchange rate between PHP and IDR on the date of termination (i.e. 3 January 2024), is equivalent to IDR 430,122,000;
  - third, deducting the total value of the new contracts (PHP 1,540,000 or IDR 430,122,000) from the residual value of the prematurely terminated contract (IDR 3,150,000,000). The final amount payable as compensation is IDR 2,719,878,000.
108. In line with the established jurisprudence of the FIFA DRC and CAS, interest in the amount of 5% per annum shall be payable on that amount as from the date of termination (i.e. 3 January 2024).

#### **D. Conclusion**

109. As such, the Sole Arbitrator:
- held that the CAS had jurisdiction to determine the appeal; and
  - confirmed the Decision in full but amended the amount of compensation payable to IDR 2,719,878,000.

**IX. COSTS**

(...)

## ON THESE GROUNDS

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

1. The appeal filed by Club Persib Bandung on 9 December 2024 against the decision issued on 8 August 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal (FPSD-13358) is partially upheld.
2. The decision issued on 8 August 2024 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed, save for paragraph 2 of the operative part of the decision, which shall be amended as follows:  
  
*“2. The Respondent/Counter-Claimant, Persib Bandung, must pay to the Claimant/Counter-Respondent, the following amount(s):*  
  
*- IDR 2,719,878,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 3 January 2024 until the date of effective payment.”*
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 16 March 2026

**THE COURT OF ARBITRATION FOR SPORT**

James Kitching  
Sole Arbitrator