



TAS / CAS

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

CAS 2025/A/11786 Arkas Spor Kulübü v. Fédération Internationale de Volleyball (FIVB)

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Dr Despina Mavromati, Attorney-at-law in Lausanne, Switzerland

in the arbitration between

Arkas Spor Kulübü, Izmir, Türkiye

Represented by Messrs Ergün Çelik, President and Tarkan Vural, Izmir, Türkiye

Appellant

and

Fédération Internationale de Volleyball, Lausanne, Switzerland

Represented by Mr Christian Keidel and Mr Marvin Thormann, Lentze Stopper Rechtsanwälte, Munich, Germany

Respondent

I. PARTIES

1. Arkas Spor Kulübü (the “Appellant” or the “Club”) is a professional volleyball club headquartered in Izmir, Türkiye and a member of the Turkish Volleyball Federation (the “TVF”).
2. The *Fédération Internationale de Volleyball* (the “FIVB” or the “Respondent”) is the international federation governing the sport of volleyball worldwide, headquartered in Lausanne, Switzerland.

II. FACTUAL BACKGROUND

A. Background Facts

3. Below is a summary of the relevant facts and allegations based on the parties’ written submissions, pleadings and evidence. Additional facts and allegations found in the parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, she refers in her Award only to the submissions and evidence she considers necessary to explain her reasoning.
4. In 2021, the Club and Mr Ramazan Efe Mandiraci (the “Player”) concluded an employment contract under which the Player carried out his services as a professional volleyball player for the Club, with a term from 1 August 2021 to 31 May 2026 (the “Contract”).
5. On 6 August 2024, the Player sent a letter to the Club terminating the Contract (the “Termination Letter”), stating, in particular “(...) *I hereby give notice that I am terminating our contract*”.
6. On 9 August 2024, the Club sent a letter to the Player stating *inter alia* that it considered the Termination Letter to be “*not valid and binding for the club*”.
7. On 20 August 2024, the electronic transfer procedure for the international transfer of the Player to an Italian club, You Energy Volley (the “Italian Club”) was initiated in the FIVB’s Volleyball Information System (“VIS”) in view of generating his international transfer certificate (the “ITC”). On the same day, an automatically generated email about the initiation of the transfer procedure was sent by VIS to all parties involved in the transfer, namely to the Player, the Turkish Volleyball Federation (“TVF”), the Italian Volleyball Federation (“FIPAV”), You Energy Volley (the “Receiving Club”), and the European Volleyball Confederation (“CEV”).
8. On 21 August 2024, the Receiving Club contacted the TVF, being the Player’s Federation of Origin, via email to discuss the financial and transfer conditions for the Player, in particular, the Federation of Origin Solidarity Fee, adding that “[*f*]or the sake of clarity, we understand that there is no club of origin involved. As such, no Transfer Fee is to be paid”.

9. On 22 August 2024, the TVF replied to the Receiving Club's request by sending the invoice issued for the payment of the Federation of Origin Solidarity Fee. The TVF did not dispute the Receiving Club's understanding that there is no Club of Origin involved in this international transfer of the Player. The TVF did not indicate to the Receiving Club any existence of any contract but only sent an invoice.
10. On 22 August 2024, the Receiving Club paid the requested Federation of Origin Solidarity Fee and sent a copy of the payment confirmation to the TVF.
11. On 26 August 2024, at 13:57:44 UTC, as the Player's Federation of Origin, the TVF approved and digitally signed the Player's ITC to the Receiving Club.
12. On 3 September 2024, the ITC was sent by an automatic email from the FIVB VIS system to the Player, the TVF, the CEV, the Receiving Club, FIPAV and the Respondent.
13. On the same day, the TVF Director of International Relations and Organizations contacted the FIVB Transfer Department to inform it that the TVF and the Club did not approve the Player's transfer to the Receiving Club, contrary to the approval of the ITC. The TVF stated that there was a legally binding contract between the Player and the Appellant, which could not be unilaterally terminated by the Player according to the TVF Regulations and therefore requested the withdrawal of such ITC.
14. The Club and the Player submitted their respective positions on their contractual relationship through correspondence dated 3 and 4 September 2024, respectively. The Player submitted that he terminated the contract with the Club and was, therefore, not bound by it anymore. The Club alleged that the Player still had a binding contract with the Appellant, as the Player's termination according to the regulations of the TVF had not terminated his contract with the Club.
15. On 19 September 2024, after considering the positions of the Parties, the FIVB executed its intervention right pursuant to Article 6.10.1 FIVB Sports Regulations ("FIVB SR") and issued a decision finding that the Player and the Club were no longer bound by the Employment Contract and, consequently, the Player's transfer to the Receiving Club was valid (the "FIVB Decision"). Said decision read as follows:

"Dear Madam or Sir,

Reference is made to the recent exchange of emails regarding the international transfer of Ramazan Efe Mandiraci (FIVB N° 177004) (hereafter, the "Player") to the Italian club You Energy Volley (ITC N°1974) that are herewith attached for the parties' information.

Articles 6.5.6 and 6.10.1 FIVB Sports Regulations 2024 govern the conditions for a new transfer within the transfer period (i.e. 2024-2025 season). In case of a dispute or if otherwise stipulated in the player's contract, the FIVB shall intervene, after hearing both parties, to decide whether there is a valid contract binding the player with the club until the end of the transfer period.

The FIVB would like to outline that under the FIVB Sports Regulations 2024, “Transfer Disputes” (i.e. the issuance or cancellation of an ITC) are separate from “Financial Disputes” (i.e. disputes between the parties in relation to an employment contract).

Upon review of the documents provided by the Parties, the FIVB understands that the Player has unilaterally terminated the relationship with the Turkish club Arkas Sports Club by sending a termination letter dated 6 August 2024.

The FIVB also notes that the Turkish Volleyball Federation raised concerns about how the Player’s contract was terminated. It seems that the Turkish Volleyball Federation has a special procedure for terminating an employment contract.

In light of the above and according to the conditions set forth in Articles 6.5.6 and 6.10.1 FIVB Sports Regulations 2023, the FIVB finds that the Player and Turkish club Arkas Sports Club are no longer bound by an agreement.

Consequently, the FIVB informs you that the international transfer of Ramazan Efe Mandiraci (FIVB N° 177004) to the Italian club You Energy Volley (ITC N°1974) is valid.

This decision is for transfer purposes only based on the facts and circumstances of this particular case and is rendered without prejudice to the rights and obligations of the parties related to any financial disputes in relation to the abovementioned agreement.

Either party may appeal the abovementioned decision to the FIVB Appeals Panel within fourteen (14) days of receipt of this decision. In accordance with Article 19.3 of the FIVB Disciplinary Regulations 2023, an appeal does not have a suspensory effect unless otherwise decided by the FIVB Appeals Panel”.

B. Proceedings before the FIVB Appeals Panel

16. On 1 October 2024, the Club and the TVF filed an appeal against the FIVB Decision before the FIVB Appeals Panel requesting *inter alia* that the Player’s international transfer be cancelled and that the Player be ordered to return to the Club based on a determination that the Contract is valid.
17. On 28 August 2025, the FIVB Appeals Panel issued its decision (the “Appealed Decision”) that was notified to the Appellant on 1 September 2025. The operative part of the Appealed Decision reads as follows:

“1. The appeals filed by Arkas Spor Kulübü & the Turkish Volleyball Federation are dismissed.

2. The FIVB decision dated 19 September 2024 is confirmed.

[...]”.
18. On 1 September 2025, the FIVB Appeals Panel Secretariat notified the Appealed Decision to the Appellant, the TVF and the FIVB.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 22 September 2025, the Appellant filed a Statement of Appeal and an Appeal Brief (the “Appeal”) before the Court of Arbitration for Sport (the “CAS”) against the FIVB with respect to the Appealed Decision. Together with the Statement of Appeal, the Appellant filed a request for provisional and conservatory measures and a request for production of documents as per Article R44.3 of the Code of Sports related Arbitration (2025) (the “Code”) (the “Request”). It further listed “potentially affected third parties” to be notified of the present proceedings.
20. On 29 September 2025, the CAS Court Office invited the Respondent to indicate its legal representative and file a statement of defense, any defense on lack of jurisdiction and its position on the Appellant’s request for production within twenty days upon receipt of the CAS letter. By the same letter, the CAS Court Office dismissed the Appellant’s request for the provisional measures to be rendered without hearing the Respondent due to the absence of substantiation or explanation of the “*utmost urgency*” and invited the Respondent to provide its position on the Request within ten days from receipt of the said letter by courier.
21. On 1 October 2025, the CAS Court Office notified the Appeal to the FIPAV and the CEV pursuant to Article R41.3 of the Code and invited the latter to file an application if they intended to participate as parties in the arbitration proceedings within ten days upon receipt of the CAS letter.
22. On 7 October 2025, the CAS Court Office noted the Respondent’s agreement, by email dated 6 October 2025, for this matter to be submitted to a sole arbitrator and for the procedure to be conducted in English.
23. On 10 October 2025, the CAS Court Office acknowledged receipt of the Respondent’s position on the Appellant’s Request and informed the Parties that the President of the CAS Appeals Arbitration Division would render an Order on the Appellant’s request for Provisional Measures in due course.
24. On 13 October 2025, the CAS Court Office acknowledged receipt of You Energy Volley’s email of 7 October 2025, noting that the latter did not intend to participate as a party to the arbitration proceedings. Additionally, the CAS Court Office noted that no other affected third parties submitted any communication regarding their participation in the present arbitration within the set time limit.
25. On 23 October 2025, the President of the CAS Appeals Arbitration Division issued her Order on Request for Provisional Measures (the “Order”) and dismissed the Request.
26. On 27 November 2025, the CAS Court Office acknowledged receipt of the Respondent’s Answer dated 26 November 2025.
27. On 4 and 5 December 2025, the CAS Court Office acknowledged receipt of the Parties’ respective emails, noting that they did not request a hearing or a CMC and both preferred that the Sole Arbitrator decide the matter based on the Parties’ written submissions.

28. On 12 December 2025, the CAS Court Office confirmed the appointment of the panel in the present matter as follows:

Sole Arbitrator: Dr Despina Mavromati, Attorney-at law in Lausanne, Switzerland

29. On 13 January 2026, the CAS Court Office informed the Parties that the Sole Arbitrator, after considering the Parties' positions with respect to the hearing, decided that she was sufficiently well-informed to decide this case based solely on the Parties' written submissions, without the need to hold a hearing or a case management conference. Additionally, the Sole Arbitrator had decided to dismiss the request for production filed by the Appellant on 22 September and reiterated on 25 and 26 September 2025, with the reasons for her decision to be provided with the final award.

30. On 19 and 20 January 2026, respectively, the Appellant and the Respondent returned a signed copy of the Order of Procedure. By signing the Order of Procedure, the Parties confirmed their agreement that the Sole Arbitrator decide the matter based solely on their written submissions and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

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

- The FIVB authorities did not correctly apply Article 6.10.1 of the FIVB SR together with Article 6.2.3 when they treated a unilateral termination letter as dispositive and concluded that no valid, binding contract existed for transfer purposes at the time of the ITC request.
- **First**, Article 6.10.1 FIVB SR "prima facie" standard was misapplied as the Appealed Decision anchored its approach in a *prima facie* examination, circumventing the *lex specialis* of Article 6.2.3, which expressly protects a "written, legally binding contract" by requiring the Receiving Club to negotiate the transfer conditions also with the Current Club where such a contract exists beyond the scheduled transfer date. Treating a unilateral termination letter as automatically extinguishing the "legally binding" status for Article 6.2.3 would permit players to unilaterally end their ties on the eve of a transfer and avoid the negotiation safeguard, contrary to the regulatory balance between player mobility and clubs' contractual rights inherent in Article 6.
- **Second**, the Challenged Decision contains inconsistent or self-contradictory reasoning by recognizing the pre-existing, TVF-approved, fixed-term contract as valid and binding in principle, yet simultaneously holding, under Swiss law, that the relationship was no longer "legally binding" for the purposes of Article 6.2.3 FIVB SR solely due to the unilateral termination letter.
- Swiss law may subsidiarily govern civil consequences (e.g., compensation for an unjustified termination), but it cannot be used to erase the regulatory safeguard built into Article 6.2.3. Not considering "legally binding" when a unilateral termination is issued would void Article 6.2.3 of its purpose. The correct reading is teleological:

where the written contract still exists and is relied upon and where there are exceptional procedural signals (immediate NF objection; absence of Article 6.2.3 negotiations) the contract must be treated as “legally binding” for the limited regulatory purpose of triggering Current Club negotiations.

- **Third**, the transfer process suffered from procedural defects (including the absence of negotiations with Arkas as the “Current Club”, the “no club of origin” premise, and the TVF’s prompt withdrawal request) and these defects should have led to a different outcome or at least a remittal with instructions.
- More specifically, the Receiving Club advanced the transfer on a “no club of origin” assumption, negotiated only the Federation of Origin Solidarity Fee with the TVF, and did not negotiate with Arkas despite the existence of the written contract beyond the transfer date.
- The TVF sought to withdraw its approval essentially immediately after the CEV’s ITC confirmation, evidencing a process of irregularity and reinforcing that the transaction should not have been validated on a purely formalist basis.
- The Appeals Panel’s observation that the FIVB SR do not provide a post-signature withdrawal mechanism does not cure the underlying issue: Article 6.2.3 negotiations should have occurred beforehand with Arkas as the “Current Club”. The absence of those negotiations is precisely what Article 6.2.3 sought to prevent.
- In addition, Arkas suffered concrete prejudice as a direct result of being excluded from the ITC workflow and the TVF-led steps, which proceeded without any notice to or involvement of Arkas. Relying in good faith on the TVF-approved fixed-term agreement, expressly recognized in the Appealed Decision as valid and binding, Arkas had already made its roster, competition and budgetary plans for the 2024/25 season on the premise that the Player would continue with it. The abrupt displacement of a starting-calibre player after pre-season planning impaired Arkas’ sporting strategy (line-up composition, competition registration, training schedules) and forced inefficient reallocation of resources (replacement costs, sunk medical/training expenditures and contractual commitments). It also caused reputational and non-pecuniary effect to Arkas as an organized sporting entity. Had Article 6.2.3 negotiations been duly conducted with Arkas as the “Current Club”, these could have been mitigated or avoided altogether through orderly negotiations or an agreed transfer framework.
- The Club offered to produce contemporaneous planning documents (season budgets, squad lists, medical/training schedules, competition registrations) and declarations from Club officials describing the reliance-based planning and the disruption that ensued.
- **Fourth**, the authorities cited in the Appealed Decision do not compel the conclusion that a contested unilateral termination eliminates the “legally binding” status for Article 6.2.3 FIVB SR purposes. Those sources address the civil-law end of the employment relation and the administrative need for swift transfer decisions; they do not justify reading out the regulatory safeguard of Current Club negotiations in the face of exceptional process defects.

32. The Club also submitted a list of documents to corroborate its request and offered the hearing, if needed, of witnesses, including TVF transfer officials, Arkas team officials involved in contract administration, You Energy Volley representatives (concerning negotiations and payments), and CEV/ FIVB transfer administrators (concerning process and timing).

33. **The Appellant’s request for relief reads as follows:**

“i. Allow the appeal and set aside the FIVB Appeals Panel Decision (28.08.2025, Case 2024-02) in full;

ii. Declare that, at the time of the ITC request (20.08.2024), Arkas and the Player were under a written, legally binding contract within the meaning of FIVB SR Art. 6.2.3, so Arkas was the “Current Club”;

iii. Annul the ITC/transfer of 03.09.2024; or,

iv. alternatively, remit the matter to FIVB/CEV with instructions to conduct proper Art. 6.2.3 negotiations including Arkas as Current Club.

Alternative Relief - Financial Rights Preserved: If the transfer is upheld, declare that Arkas retains the right to seek a transfer fee/compensation under FIVB SR Art. 6.3.4

(b) and/or applicable law; direct FIVB to facilitate the competent financial-dispute route, without prejudice.

Procedural Orders: Order confidentiality under CAS Code R43 (publication limited to the operative part) and order costs against the Respondent under R64.4-R64.5”.

34. **The Respondent’s submissions, in essence, may be summarized as follows:**

- The appeal has no merit and must be dismissed in its entirety.
- **First**, the Club failed to name all affected third-party observers as (co-)Respondents in this CAS proceeding.
- Upholding the Appeal would affect the rights of the Player and the Receiving Club, not named as respondents: Referring to CAS 2011/A/2551, the Respondent holds that any CAS decision would affect the rights of a third-party observer as a party and should for that reason be dismissed.
- Granting the Club’s requests for relief would certainly affect the rights of third parties not named as respondents, namely the Player and the Receiving Club. This follows from the Club’s requests for relief, requesting among others to “[d]eclare that, at the time of the ITC request (20.08.2024) Arkas and the Player were under a written, legally binding contract within the meaning of FIVB SR Art. 6.2.3, so Arkas was the “Current Club”.
- The Club chose not to direct its appeal against the Player and the Receiving Club but only against the Respondent; only naming the Player, the Receiving Club, the FIPAV

and the CEV as potentially affected third parties to be notified was not sufficient to make this appeal admissible.

- This is also established by the fact that the Club did not only request to set aside the Appealed Decision but also that the Sole Arbitrator shall declare that there was a legally binding contract between the Club and the Player and that the ITC for the Player shall be annulled. Both requests go much beyond the request of setting aside the Appealed Decision and, if granted by the Sole Arbitrator, will directly affect the rights of the Player and the Receiving Club, which cannot be decided by CAS without the Appellant having named these parties as Respondents.
- **Second**, and in any case, the Appealed Decision was made in compliance with the FVB SR and it correctly held that the Player's ITC was valid. From 20 August 2024, the Receiving Club negotiated with the TVF, which responded by issuing an invoice for the Federation of Origin Solidarity Fee as the financial condition of the transfer, without raising any objection or referring to an existing contract with the Appellant. The Receiving Club duly paid, and the TVF received, the requested fee, thereby fulfilling the requirement of Article 6.2.3 (first alternative) of the FIVB SR.
- On 26 August 2024, the TVF approved and digitally signed the Player's ITC, and all other relevant parties (the Receiving Club, the Player, FIPAV, CEV, and the Respondent) likewise approved and confirmed it. Following these approvals, the Respondent issued and circulated the ITC, in compliance with Arts. 6.2.4, 6.2.5, and 6.2.6 of the FIVB SR.
- The TVF request to withdraw its ITC approval once the ITC was confirmed could not lead to a reversal and subsequent invalidity of the ITC. A withdrawal of an approval given is not foreseen in the FIVB SR and would also be in contrast with the general principles guiding the FIVB transfer system.
- The FIVB ITC procedure is in place so that the transfers within the sport of volleyball are handled and concluded transparently and smoothly. It would undermine the whole transfer system if the national federations after approving a transfer were allowed to simply withdraw such approval.
- By approving the ITC by way of digital signature, the TVF declared its will which obtained a legally binding effect. The TVF cannot simply withdraw such approval at a later point in time. The TVF approval was a unilateral legal act which modified a certain legal relationship (the Player's ITC being issued) in an irrevocable, final and binding way.
- Moreover, the Appealed Decision correctly found that no valid contract existed between the Player and the Appellant when the Player's ITC was requested.
- The Respondent only learned about the allegedly still binding contract for the first time when the TVF made such allegation in its correspondence dated 3 September 2024. Thereafter, the Respondent gave the Parties the opportunity to present their positions by respecting their right to be heard. Only upon receipt of the Appellant's and the Player's

respective submissions and upon consideration thereof, did the Respondent make the correct decision that due to the Player's termination there was no legally binding contract between the Player and the Appellant at the time of the initiation of the transfer process.

- In the present case, the Respondent intervened based on Article 6.10.1 FIVB SR. Under Swiss law, a termination declaration will in every case terminate an employment contract irrespective of whether such termination had just cause or not.
- Moreover, in administrative transfer dispute proceedings and, thus, in the application of Article 6.10.1 FIVB SR, the Respondent correctly applied a limited, prima facie scope when reaching an assessment on whether there was a valid and legally binding contract between the Player and the Club at the time of the ITC application.
- The Respondent correctly limits its assessment to whether there is still a valid, legally binding contract or whether a contract has expired or been terminated, without prejudice to further claims for compensation before the competent tribunals.
- This limited scope of assessment in administrative transfer disputes has been well-established in the jurisprudence of the Respondent's judicial body, the FIVB Appeals Panel. Such approach within the administrative transfer procedure strikes well the balance between the principle of "pacta sunt servanda" and the "right to work".
- While the transfer dispute proceedings under Article 6.10.1 of the FIVB SR are not full-fledged dispute-resolution proceedings, they are still an effective administrative mechanism considering the importance of swift decisions in cases concerning transfer matters. The FIVB established a financial dispute resolution system providing services for the resolution of 'horizontal' disputes of an international dimension between players, FIVB-licensed agents, coaches and clubs (Article 18 of the FIVB SR).
- Accordingly, the scope of assessment of the Respondent when deciding on whether a legal binding contract exists between the Appellant and the Player at the time of application for the ITC the scope of review in this present case is limited to a prima facie assessment of the granting or refusal of the ITC only and without prejudice for the lawfulness of the termination and any potential financial compensation claim of the Appellant for wrongful termination or breach of contract.
- The application of this prima facie standard does not undermine at all the purpose and/or the safety net of transfer compensation mechanism of Article 6.2.3 FIVB SR. The Appellant is not left without legal remedies, if the termination has been declared without just cause.
- Additionally, the Respondent's findings in the Appealed Decision to limit its assessment in the application of Article 6.10.1 FIVB SR were made in compliance with the observations of the Diarra-Judgement from the European Court of Justice (hereinafter the "ECJ", see ECJ C-650/22).

- On 6 August 2024, the Player sent the Termination Letter to the Appellant stating in unambiguous language that “*I hereby give notice that I am terminating our contract*”. The Appealed Decision correctly stated that under Swiss law, this declaration terminated the Employment Contract between the Player and Appellant. Accordingly, when the ITC was requested for the Player on 20 August 2024, the Employment Contract from the perspective of the applicable FIVB SR was no longer valid and no longer legally binding. The responsibilities of the Respondent in connection with the creation of an administrative mechanism for international transfers is set out as follows in the note to Article 6 FIVB SR.
- The main goals and underlying reasons behind the existence of the procedure for the Respondent’s intervention in Article 6.10.1 FIVB SR are that the Respondent can ensure the transfer processes are administered in an efficient and correct manner, that no ITC procedure is hindered unreasonably, there is no abuse of the transfer processes, that the transfer is concluded (or rejected) in a smooth and speedy manner and that the players’ career is not negatively and unreasonably affected.
- The findings of the Appealed Decision are not self-contradictory. The fact that the Employment Contract may have been validly concluded between the Player and the Appellant does not lead to the applicability of Article 6.2.3 FIVB SR to the benefit of the Appellant. The question whether the Employment Contract formed the valid and legally binding contractual relationship between the Player and the Appellant must be evaluated when the transfer is intended to be executed, based on the legal principles of Swiss law.
- In fact, it would be contradictory to the purposes and objective of the FIVB SR if the Respondent had to take into account national laws and national federation’s rules when issuing an administrative ITC decision, as the Appellant argues when referring to an alleged violation of the Player’s termination of the TVF Regulations.
- Moreover, the regulatory safety net of Article 6.2.3 FIVB SR is in no way undermined by the findings of the Respondent. There were no procedural defects in the transfer process that could have led the Respondent to find that the Employment Contract must be treated as the valid and legally binding contract between the Player and the Appellant. The absence of the Article 6.2.3 FIVB SR negotiations cannot be treated as such procedural defect, as those negotiations are not required if there is no valid and legally binding contract as per Article 6.2.3 FIVB SR.
- The Respondent disagrees with the Appellant’s request for confidentiality of the CAS award. According to Article R59 para. 7 Code, the award shall be published unless both parties agree that the award should remain confidential. Given the Respondent’s disagreement to the Appellant’s request to keep the CAS award confidential, the CAS award, in its full version, shall be published by CAS pursuant to Article R59 para. 7 Code.

35. The Respondent filed the following requests for relief:

“1. dismiss all prayers for relief submitted by the Appellant;

2. order the Appellant to pay the costs of the proceedings before the CAS;

3. order the Appellant to contribute to the FIVB’s legal costs incurred in connection with these proceedings, in an amount to be determined at the discretion of the Sole Arbitrator”.

V. JURISDICTION

36. 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”.

37. The CAS jurisdiction in this case derives from Article 20 of the FIVB DR and Article R47 of the Code. It is further not disputed by the Parties and is confirmed by them through the signing of the Order of Procedure without reservations.

38. It follows that the CAS has jurisdiction to hear the present matter.

VI. ADMISSIBILITY

39. 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”.

40. From the elements of the file, it appears that the appeal was filed within the time limits in due form. Moreover, there were no objections to the admissibility of the appeal, so that the present appeal is admissible.

VII. APPLICABLE LAW

41. 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”.

42. In this matter, it is undisputed by either party that the FIVB has its seat in Lausanne, Switzerland, so that Swiss law will apply subsidiarily in the current dispute.
43. Article 6.10.1 of the FIVB SR is the relevant provision that applies in this case and reads as follows: *“6.10 Contractual Relations – 6.10.1 Subject to a club’s obligation to release players for National Team competitions (Articles 6.1.1. (b), 6.5.1 and 7.2.6), the Receiving Club may retain the player’s ITC until the end of the transfer period. If the player requests to transfer during this period, the FIVB shall intervene, after hearing both parties, to decide whether there is a valid contract binding the player with the club until the end of the transfer period”.*
44. It follows that the FIVB Regulations shall primarily apply in this case, with Swiss law applying subsidiarily.

VIII. MERITS

45. The issues that need to be answered are the following:

A. **Has the Appellant correctly addressed its appeal against the Respondent?**

46. Article 6.10.1 FIVB SR is entitled “Contractual Relations” and reads as follows:

“6.10.1 Subject to a club’s obligation to release players for National Team competitions (Articles 6.1.1.(b), 6.5.1 and 7.2.6), the Receiving Club may retain the player’s ITC until the end of the transfer period. If the player requests to transfer during this period, the FIVB shall intervene, after hearing both parties, to decide whether there is a valid contract binding the player with the club until the end of the transfer period”.

47. It seems that the nature of the procedure foreseen under Article 6.10.1 FIVB SR is different from the procedure foreseen under Section III FIVB SR (entitled “Financial Disputes”), which allows clubs and players, among other parties, to file a complaint before the FIVB regarding (purely) financial disputes. Said request can then be appealed before the “FIVB Tribunal” (Article 18.2 FIVB SR), whose composition, jurisdiction and proceedings are further provided in Chapter 10 FIVB SR.
48. In the case at hand, however, following the intervention and the subsequent issuance of the FIVB Decision as to whether there was a valid contract binding the Player with the Club, the Club filed an appeal to the FIVB Appeals Panel pursuant to Article 18.1 of the FIVB DR 2023, which foresees that *“(…) the Appeals Panel shall decide appeals filed by an affected party against decisions of FIVB bodies (...)”*. The Sole Arbitrator notes that the initial request before the FIVB was filed by both the Club and the Turkish Federation and involved both the Club and the Receiving Club, while the appeal to the

FIVB Appeals Panel was filed by the Club and was directed only against the Player (and not the FIVB).

49. In its subsequent appeal to the CAS, the Appellant challenged the Appealed Decision naming only the FIVB as a respondent and also naming the Receiving Club and the Italian Federation as interested parties, both of which had the opportunity to participate in the proceedings but declined to do so – or failed to respond in time.

50. The Respondent submits that some of the Appellant's requests for relief (namely the request to declare that there was a legally binding contract between the Club and the Player and that the ITC for the Player) should be deemed inadmissible due to the fact that they directly affect the rights of the Player and the Receiving Club, which cannot be decided by the CAS without the Appellant having named these parties as Respondents

51. In any event, this question may be left open in the present Award, to the extent that the present appeal is to be dismissed for the reasons set out in the following sections.

B. Did the FIVB authorities correctly apply Article 6.10.1 of the FIVB SR and, if yes, did the transfer process suffer from procedural defects in the absence of negotiations under Article 6.2.3 FIVB SR?

52. In essence, the Appellant supports that the FIVB authorities did not correctly apply Article 6.10.1 of the FIVB SR together with Article 6.2.3, and that the Appealed Decision included inconsistent and self-contradictory findings.

53. Article 6.10.1 of the FIVB SR reads as follows: *“Subject to a club's obligation to release players for National Team competitions (Articles 6.1.1.(b), 6.5.1 and 7.2.6), the Receiving Club may retain the player's ITC until the end of the transfer period. If the player requests to transfer during this period, the FIVB shall intervene, after hearing both parties, to decide whether there is a valid contract binding the player with the club until the end of the transfer period”*.

54. Article 6.2.3 of the FIVB SR reads as follows: *“The Receiving Club negotiates the financial and transfer conditions for the transfer of the player with his or her Federation of Origin and, if the player is under a written, legally binding contract with a club beyond the scheduled transfer date (hereinafter “Current Club”), then also with his or her Current Club. The potentially applicable fees are defined in Article 6.3 below”*.

55. In view of all the elements of the file, the Sole Arbitrator does not consider any of the Appellant's criticisms justified, for the reasons presented below.

a. Interpretation and rationale of Article 6.10.1 FIVB SR

56. The mechanism under Article 6.10.1 FIVB SR provides that “the Receiving Club may retain the player's ITC until the end of the transfer period” (emphasis added). Said provision also grants the right to the FIVB to intervene in order to decide whether there was a valid contract binding the player and the club until the end of the transfer period.

57. In the case at hand, the FIVB made use of this provision and – at the request of the Appellant - intervened and considered that there was no legally binding contract beyond *until the end of the transfer period*. In the following sections, the Sole Arbitrator will now consider i) the subsidiary application of Swiss law, and ii) the distinction between administrative transfer disputes and compensation claims arising from an unlawful termination.
- i. Subsidiary application of Swiss law for the determination of a “*valid contract*” and a “*written, legally binding contract*”
58. As seen above (under Section VII. Applicable Law), Swiss law is indeed applicable on a subsidiary basis for the interpretation of the relevant provisions (i.e. both Articles 6.10.1 and 6.2.3 FIVB SR), and not only for governing the “civil consequences” (e.g., compensation for an unjustified termination) as suggested by the Appellant. In applying Swiss law, the FIVB correctly reached the conclusion that the written contract between the Club and the Player was, as a matter of fact, validly terminated at the moment when the Player sent his letter to the Club.
59. The Sole Arbitrator does not agree with the Appellant that the “written, legally binding contract” status mentioned in Article 6.2.3 FIVB SR has a different meaning from the meaning that it has under Swiss law. Whether a contract is “legally binding” and its ensuing consequences are both issues to be interpreted under Swiss law and do not have a different meaning if read within the context of Article 6.2.3 FIVB SR or another provision of the applicable regulations.
60. Swiss labour law provides for freedom of termination and the validity of a notice of termination as such does not depend on a specific reason (SFT 131 III 535; 4C.174/2004 of August 5, 2004, at 2.1; ATF 127 III 86 at 2a). A unilateral termination of an employment contract - even if unjustified - is legally effective because termination constitutes an *acte formateur* (Gestaltungsrecht) that immediately extinguishes the contractual relationship *ex nunc* (SFT 4A_78/2018 of 10 October 2018, at 3.12; ATF 4A_372/2016 of 2 February 2017, at 5.2). As such, an unlawful termination does not render the termination notice invalid or ineffective, but merely gives rise to financial consequences, notably damages.
61. Accordingly, the Player’s termination letter of 6 August 2024 unequivocally terminated the employment contract under Swiss law. Consequently, when the ITC was requested on 20 August 2024, there was no *valid* and *legally binding* contract for the purposes of the FIVB SR.
- ii. Distinction between administrative transfer disputes and compensation claims arising from an unlawful termination
62. The Sole Arbitrator finds it important to highlight the rationale of Article 6.10.1 FIVB SR, which is to regulate the procedure for administrative transfer disputes, limited to an assessment as to whether a valid and legally binding contract exists at the time of the ITC request. As such, the procedure enshrined in said provision does not aim at

determining the merits of any ensuing labour-law dispute or the deriving financial consequences, reserved for separate financial or employment dispute proceedings.

63. While the transfer dispute proceedings under Article 6.10.1 of the FIVB SR are not full-fledged dispute-resolution proceedings, they seem to aim at the monitoring of international transfer matters. Accordingly, the scope of determination of whether a “*valid, written contract*” exists at the time of the ITC and for the purposes of Article 10.6.1 FIVB SR is without prejudice to a further, in-depth assessment of the labour law dispute that can be brought either before civil courts or - for international dimension disputes – before the FIVB dispute resolution mechanism under Article 18 FIVB SR and does not undermine the transfer compensation mechanism of Article 6.2.3 FIVB SR.
64. The Sole Arbitrator further agrees with the Respondent that the assessment under Article 6.10.1 FIVB SR is in line with the *Diarra* Judgement from the European Court of Justice (ECJ C-650/22), in that the refusal of the new association to issue the ITC due to the fact that there is a dispute between a player and his previous club regarding the termination of the employment contract would disproportionately restrict the players’ freedom of movement as a worker pursuant to Article 45 of the Treaty on the Functioning of the European Union (see *Diarra*-Judgment, para. 90-94, 112).
65. Therefore, the question whether the Employment Contract formed the valid and legally binding contractual relationship between the Player and the Appellant must be evaluated at the moment when the transfer is intended to be executed, i.e. at the moment in time when the ITC was applied for. In the present case, the Sole Arbitrator fails to see any inconsistency – as suggested by the Appellant - in the application of the administrative transfer process under Article 10.6.1 FIVB SR, by applying Swiss law.
- b. No procedural defects due to the absence of negotiations under Article 6.2.3 FIVB SR*
66. The Sole Arbitrator further notes that there are no procedural defects – such as the absence of negotiations with the Club as the Player’s “Current Club” and that, in any case, the lack of negotiations cannot invalidate the issuance of the ITC.
67. More specifically, according to Article 6.2 FIVB SR, after receiving approval from the receiving federation (in this case, FIPAV), the Receiving Club had to negotiate the financial and transfer conditions for the Player with the TVF and the Club, if the Player was “*under a written, legally binding contract with a club beyond the scheduled transfer date*” (cf. Article 6.2.3 FIVB SR). Once all the involved parties confirm their approval of the transfer on the ITC system and the template for the certificate has been completed, the receiving club pays the applicable International Solidarity and Administration Fee to the CEV (see Articles 6.2.5 and 6.2.6). Under Article 6 FIVB SR, a player’s international transfer between two FIVB National Federations belonging to the same Confederation is administratively handled by the respective Confederation (in this case, the CEV).
68. From the elements of the file, it seems that on 20 August 2024, the Receiving Club held negotiations with the TVF about the financial and transfer conditions of the Player’s

transfer to the Receiving Club. The TVF replied to correspondence from the Receiving Club by forwarding an invoice to the Receiving Club which included the request for payment of the Federation of Origin Solidarity Fee as the financial conditions of the transfer. Importantly, in its reply to the Receiving Club, the TVF did not raise any objections to the Player's transfer to the Receiving Club and failed to mention any existing contractual relationship between the Player and the Appellant. Subsequent to this correspondence, the Receiving Club paid and the TVF received the Federation of Origin Solidarity Fee. Hence, the Sole Arbitrator agrees with the Respondent that the requirement of Article 6.2.3's first alternative of the FIVB SR was fulfilled.

69. On 26 August 2024, the TVF approved and digitally signed the ITC for the Player's transfer. It is further undisputed that all other involved parties also approved and confirmed the Player's ITC. Upon approval of all involved parties of the ITC, the Respondent issued the ITC for the Player's transfer and sent the ITC to all parties involved. Therefore, the requirements for the transfer process as set out in Articles 6.2.4, 6.2.5 and 6.2.6 FIVB SR were also complied with.

c. Withdrawal of the ITC approval by the TVF and relevance in the present case.

70. The Sole Arbitrator agrees with the Respondent that a withdrawal of its approval could not automatically lead to a reversal and subsequent invalidity of the ITC, all the more since a withdrawal of an approval given is not foreseen in the FIVB SR. The FIVB ITC procedure's rationale seems to serve the smooth and transparent handling of international volleyball transfers, which would be undermined if federations could simply withdraw their transfer approvals retroactively. As such, the ITC became final and binding at the moment of its issuance, after the TVF approval and its receipt by the Respondent in the VIS system. In any event, and as confirmed by the Appealed Decision, the Receiving Club rightly assumed that there was "no club of origin" and did not negotiate with the Club, as the written contract had indeed been validly unilaterally terminated by the Player on 6 August 2024. In this respect, it is immaterial that the TVF sought to withdraw its ITC approval after the ITC was confirmed.

71. It follows that there were no procedural defects due to the lack of negotiations with the Club pursuant to Article 6.2.3 FIVB SR.

d. Evidence offered – and requested – by the Appellant and pertinence in the present case

72. To the extent that the mechanism of Article 6.10.1 FIVB SR merely defines and determines the procedure for the issuance of the ITC but excludes all ensuing financial consequences from the non-respect of the contractual terms, all arguments raised by the Club regarding the prejudice suffered by the Club must be dismissed. In fact, said prejudice (not a direct consequence of the validated transfer but rather of the early termination of the contract by the Player) could – and in fact should – be raised before the competent authorities.

73. By the same token, all evidence that the Appellant offered to produce (but failed to do so within the prescribed time limits) attempting to establish a concrete financial

prejudice would in any event have not changed the outcome of the present proceedings, limited to the issuance of the ITC by the Respondent.

74. Similarly, although the Club produced its documents and witnesses and ordered the production of further evidence by the Respondent, it ultimately requested that the Sole Arbitrator render an award based solely on the written submissions. In any event, such evidence would not have affected the outcome of the present Award, as the relevant facts are undisputed and are not decisive for the legal issues to be determined.
75. Finally, and for the same reasons, the Sole Arbitrator dismissed the request for document production filed by the Appellant along with its Request of 22 September 2025. Indeed, the requested contract between the Player and the Receiving Club would not be relevant for the present dispute, while the rest of the Respondent's requests referred to the production of documents that were not in the possession of the Respondent and the Sole Arbitrator would not have jurisdiction to compel a third party to produce documents or to provide information (CAS 2010/A/2079, paras. 3.10 et seq.).

e. Conclusion

76. For all the reasons stated above, the Sole Arbitrator concludes that the Appellant's arguments must be dismissed and the Appealed Decision confirmed in its entirety.

IX. CONFIDENTIALITY

77. The Sole Arbitrator notes that the Parties disagree with respect to the confidentiality of the CAS Award. While the Appellant requested the confidentiality of the CAS Award, the Respondent requests its publication pursuant to Article R59 para. 7 Code. According to said provision, the award in appeal proceedings is published unless both parties agree that the award should remain confidential. Accordingly, the present award shall be published by the CAS pursuant to Article R59 para. 7 Code.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Arkas Spor Kulübü on 22 September 2025 is dismissed.
2. The decision rendered by the Fédération Internationale de Volleyball on 28 August 2025 is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 8 May 2026

THE COURT OF ARBITRATION FOR SPORT

Dr Despina Mavromati
Sole Arbitrator