

**CAS 2025/A/12024 Várda Labdarúgó Szolgáltató Korlátolt Felelősségű Társaság v.
FIFA and Mario Ilievski**

AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland

in the arbitration between

Várda Labdarúgó Szolgáltató Korlátolt Felelősségű Társaság, Kruševac, Kisvárd, Hungary

Represented by Mr Szilárd Dányi, Attorney-at-law in Kerepes, Hungary

- Appellant -

and

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Director of Litigation, and Mr Alexander Jacobs, Senior Legal Counsel

- First Respondent –

Mario Ilievski,

Represented by Mr Hrvoje Raić, Mr Mario Majić and Ms Tina Malenica, Attorney-at-law, Split, Croatia

- Second Respondent –

* * * * *

I. PARTIES

1. Várda Labdarúgó Szolgáltató Korlátolt Felelősségű Társaság is a football club with its registered office in Kisvárda, Hungary (the “Club”). It is a member of the Hungarian Football Federation (“HFF”), itself affiliated with the Fédération Internationale de Football Association.
2. The Fédération Internationale de Football Association (“FIFA”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the governing body of international football at worldwide level. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.
3. Mr Mario Ilievski is a professional football player and is North Macedonian by nationality (the “Player”).
4. FIFA and the Player are jointly referred to as the “Respondents”.
5. The Club and the Respondents are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Introduction

6. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he deems necessary to explain his reasoning.

B. The employment relationship between the Club and the Player

7. On 4 July 2022, the Club and the Player signed an employment contract valid from 6 July 2022 until 30 June 2025 (the “Employment Contract”).
8. Clause XII of the Employment Contract reads as follows (“Clause XII”):

“[...]

Parties agree, that if the Club loses the appearance of the National First League during the term of this contract, in this case the contract brakes by the Parties initiation and Client has the freedom of his Player Eligibility. [...]”

9. It is undisputed that at the end of the 2023/2024 sporting season, the Club's first team was relegated from the National top tier to a lower league.
10. On 13 June 2024, the Player's legal counsel unilaterally terminated the Employment Contract stating the following :

"[...] I can confirm the following

a) That on 4 July 2022 the Player signed with the [Club] Employment contract with professional football player valid from 6/7/2022 until 30/6/2025 (hereinafter: the Employment contract), according to which the Player and the Club, inter alia, agreed in article XII. on the following provision:

'if the Club loses the appearance of the National First League during the term of this contract, in this case the contract brakes by the Parties initiation and Client has the freedom of his Player Eligibility', meaning that each party is entitled to terminate subject contract in the event the Club is relegated from Hungarian first league ('Namzeti bajnokság'), in which case the Player shall be considered as a free agent, and

b) That following the last championship match in the Hungarian first league, the Club has been relegated from the league in question to the lower division.

[...] In this context and since the Club has been relegated from the Hungarian first league [...], it is evident that based on the afore-cited provision, the Player is entitled to unilaterally terminate the Employment contract with immediate effect and without any consequences.

[...] In view of the foregoing the Player, through his legal counsel, exercises his right arising from article XII. of the Employment contract and sends to the Club this letter as a notice of termination of the Employment contract".

11. On 14 June 2024, the Club confirmed to the Player that it did not accept the termination of the Employment Contract. It also stated that the Player had to return to the team on 24 June 2024 to resume his sporting duties and that if he failed to do so, the Club would initiate proceedings before FIFA for breach of contract, for which any new club engaging the Player would be jointly and severally liable.
12. On 2 July 2024, the Club sent a letter to the Player urging him to fulfil his contractual obligations. In addition, the Club informed him that it would withhold his salary for the month of July until his return to the Club.
13. On 5 July 2024, the Player sent a letter to the Club in which he reaffirmed that the Employment Contract had been validly terminated in accordance with its Clause XII.

C. The proceedings before the FIFA Dispute Resolution Chamber (the "DRC")

1.- The First DRC Proceedings (reference number FPSD-15882)

14. On 3 September 2024, the Player lodged a claim against the Club before FIFA (the “First Claim”) submitting the following prayers for relief:

“[...]

- I.. to ascertain that the [Player] terminated the Employment contract signed with the [Club] with just cause; and*
- II. to condemn the [Club] to pay in favor of the [Player] outstanding remuneration of net EUR 1,841.66 (one thousand eight hundred and forty-one euros and sixty-six cents), which matured on 13/6/2024, within 45 days as from the date of notification of the decision in the matter of the reference to the [Club]; and*
- III. to condemn the [Club] to pay all relevant taxes, state contributions and surcharges, on top of the above-mentioned net amounts, within 45 days as from the date of notification of the decision in the matter of the reference to the [Club];*

or alternatively

- to condemn the [Club] to provide the [Player] with the corresponding tax certificates concerning the payment of all the above specified net amounts alongside all the net amounts already paid to the [Player] during the term of the Employment contract, within 45 days as from the date of notification of the decision in the matter of the reference to the [Club]; and*
- IV. to condemn the [Club] to pay in favor of the [Player] default interest of 5% per year on the aforementioned amount starting from the respective date of maturity stipulated in the point II. above until the effective date of the payment, within 45 days as from the date of notification of the decision in the matter of the reference to the [Club]; and*
- V. to impose sporting sanctions against the [Club], all in the light of FIFA RSTP.”*

15. Despite having been duly invited to submit its reply, the Club failed to do so.
16. In a decision dated 8 November 2024, after confirming its jurisdiction to adjudicate the dispute and the applicability of the relevant FIFA regulations, the DRC ruled as follows:
- Regarding the termination of the Employment Contract, the DRC “also noted that such termination was disputed by the Club on 14 June 2024, however, during the current proceedings, the [Club] did not contest such termination and did not provide its position to the claim. Therefore, for the purposes of the present claim, the [DRC] did not enter into the discussion of the termination of the Contract, as the Player only requested the payment of outstanding salaries, and the Club did not address any request in this regard”.
 - Regarding the Player’s monetary claim: the DRC determined that the Player was entitled to outstanding remuneration in the amount of EUR 1,841.66 net, corresponding to 13 days worked in June 2024, based on the Player’s monthly salary of EUR 4,250 net under the Employment Contract. The DRC also awarded

interest at a rate of 5% per annum on this sum as from 14 June 2024 until effective payment and rejected the Player's further requests.

17. As a result, on 8 November 2024, the DRC issued the following decision:

“[...]

1. *The claim of the [Player] is partially accepted.*
2. *The [Club] must pay to the [Player] the following amount(s):*
 - *EUR 1,841.66 net as outstanding remuneration plus 5% interest p.a. as from 14 June 2024 until the date of effective payment.*
3. *Any further claims of the [Player] are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*
 1. *The [Club] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
 2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
6. *The consequences shall only be enforced at the request of the [Player] in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
7. *This decision is rendered without costs.”*

18. On 18 December 2024, the Player and the Club were notified of the decision issued by the DRC (the “First DRC Decision”).
19. It is undisputed that the Club complied with the First DRC Decision by paying the outstanding amounts awarded to the Player.

2.- The Second DRC Proceedings (reference number FPSD-18366)

20. On 25 February 2025, the Club lodged a claim before FIFA disputing the Player's termination of the Employment Contract. The Club submitted that, contrary to the Player's interpretation, Clause XII of the Employment Contract did not grant either party the right to terminate the Employment Contract unilaterally with immediate effect, in the event of the Club's relegation to a lower league. The Club maintained that the

Employment Contract could only be terminated by mutual agreement following negotiations between both parties. It further argued that the Player's termination of the Employment Contract breached several provisions of Hungarian labour law and of the FIFA Regulations on the Status and Transfer of Players ("RSTP"). The Club claimed that compensation should be based primarily on the Player's *"salary determined for the remaining period of the contractual relationship between the Parties, i.e. from 14 June 2024 to 30 June 2024 [...] and for the period from 1 July 2024 to 30 June 2025"*, amounting to EUR 53,408.34. Additionally, the Club was seeking further damages for the unrecovered portion of the EUR 100,000 transfer fee, lost future transfer opportunities and training compensation. As a consequence, the Club submitted the following prayers for relief:

"[...]"

- a) *To uphold that the contractual relationship between the Parties was unilaterally breached without just cause by [the Player], by means of [the Player] declaring the unilateral termination of the contract with immediate effect on 13 June 2024, in accordance with the provisions of FIFA RSTP, Chapter IV. Art. 14. & Art. 14bis);*
- b) *To state the fact that [the Player] shall be liable to compensate the damages caused by [the Player] to [the Club], the sum of which is EUR 131,741.67, as [the Player] breached the contracted employment relationship established between the Parties, therefore [the Player], and [the Player's] new club in joint and several liability are liable to settle the compensation (according to FIFA RSTP, Chapter IV, Articles 14 and 17) to [the Club], and [the Club] should also be entitled to receive 5% default interest rate p.a. applicable as of 13 June 2024 until the day of effective payment.*
- c) *To impose disciplinary sanctions on [the Player], according to FIFA Regulations on the Status and Transfer of Players."*

- 21. Despite having been duly invited to submit his reply, the Player failed to do so within the prescribed deadline.
- 22. In a decision dated 25 September 2025, after confirming its jurisdiction to adjudicate the dispute and the applicability of the relevant regulations, the DRC found that the Club's claim was inadmissible on the following grounds:

"[The DRC] considered that the procedural behaviour of the Club cannot be overlooked. In this regard, it was clear from the evidence on file and the parties' submissions (both in the present case and the First Claim) that when the First Claim was lodged before FIFA, the Club already knew and was aware that the Player had terminated his Contract. In addition, in the First Claim, the Player had requested the DRC to 'ascertain that the [Player] terminated the [Contract] signed with the Respondent with just cause'. However, as the Player only requested overdue salaries, the Single Judge of the First Claim did not address this specific request.

[...] In this regard, the [DRC] observed that the Club not only could but should have lodged a counterclaim requesting compensation for breach of contract in the context of the First Claim. However, as the Club did not request compensation in the context of the First Claim, the [DRC] considered that the Club is consequently precluded from starting a new proceeding for that concept.

[...] In addition, the [DRC] recalled the principle of preclusion, which as a general principle of law, denote that the parties must (procedurally) act in good faith and file the entirety of their requests in the appropriate time, under penalty of being prohibited from doing so at a later stage.

[The DRC] also underlined that if the parties would be able to file independent claims as they please, this would contravene not only the principles of good procedural order and procedural economy, but also the due process and, ultimately, legal certainty within the FIFA dispute resolution system (see, inter alia, DRC Decision of 29 June 2023, Schenk (FPSD-10000), DRC Decision of 23 June 2023, Rayhi (FPSD-10001), DRC Decision of 27 June 2023, Aganovic (FPSD-10364)).

[...] By the same token, the [DRC] deemed that the Club could have disputed the termination of the Contract in the context of the First Claim. Not disputing the termination of the Contract in the context of the First Claim, generated the legitimate expectation of the Player that this was not in dispute, which is also reprehensible in line with the doctrine of the venire contra factum propium.”

23. As a result, on 25 September 2025, the DRC issued the following decision:

“ 1. The claim of the [Club] is inadmissible.

2. This decision is rendered without costs.”

24. On 20 November 2025, the Player and the Club were notified of the decision issued by the DRC (the “Appealed Decision”).

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 11 December 2025, the Club lodged its Statement of Appeal with the CAS against the Appealed Decision in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the “Code”). The Club requested to submit this matter to a Sole Arbitrator and the Respondents agreed to such a request.

26. On 18 December 2025, the Club filed its Appeal Brief in accordance with Article R51 of the Code.

27. On 18 February 2026, both Respondents filed their respective Answers.

28. On 19 February 2026, the CAS Court Office invited the Parties to state by 26 February 2026 whether they preferred a hearing to be held in this matter and whether they

requested a case management conference. The CAS Court Office also informed the Parties that the President of the CAS Appeals Arbitration Division had appointed Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland as Sole Arbitrator.

29. Between 25 and 26 February 2026, the Parties confirmed to the CAS Court Office that they did not request a hearing to be held in the present matter.
30. On 5 March 2026, the Club informed the CAS Court Office of its decision to withdraw the request for the production of the entire FIFA file submitted in its Appeal Brief. However, it asked to be allowed to submit a further statement in response to the Respondents' Answers.
31. On 9 and 10 March 2026 respectively, the Player and FIFA informed the CAS Court Office of their objection to the Club's request for a second round of written submissions.
32. On 19 March 2026, the CAS Court Office informed the Parties that the Sole Arbitrator deemed himself sufficiently well informed to issue his decision solely on the basis of the written submissions. It further confirmed that *"in light of the Parties' disagreement and the absence of exceptional circumstances as required by Article R56 of the Code, the [Club's] request for a second round of written submissions is dismissed"*.
33. On 20 March 2026, the CAS Court Office sent to the Parties the Order of Procedure, which was returned duly signed by FIFA on 20 March 2026, by the Club on 23 March 2026 and by the Player on 25 March 2026.

IV. SUBMISSIONS OF THE PARTIES

A. *The Appellant*

34. In its Appeal Brief, the Club submitted the following requests:

“ [...]

1. *The acceptance of the Appeal.*

Declaring the [Appealed Decision] dated 25 September 2025 (declaring [the Club's] claim inadmissible, i.e. not properly ruled on) ineffective and obligating Federation Internationale de Football Association to make a proper decision on the merits of [the Club's] Claim submitted regarding case No. FPSD-18366.

2. *Ordering the reimbursement of [the Club's] costs, which [the Respondents] would be jointly obligated to settle.*

[...]

[The Club] herewith requests that [the Respondents] should jointly be held liable for settling the arbitration proceeding costs. Furthermore, [the Club] requests a contribution regarding its legal fees and other expenses incurred in connection with the present proceeding in line with Section R64.5 of the Procedural Rules, the

amount of which is requested to be determined in the value of CHF 3,000, that is three thousand Swiss Francs, and for the settlement of which Respondent 1 and Respondent 2 (sic)."

35. The Club's submissions, in essence, may be summarized as follows:

Regarding the Club's obligation to submit a counterclaim in the First DRC Proceedings

- The Club does not dispute that it did not file a counterclaim following the First Claim submitted by the Player before FIFA. However, *"the submission of a counterclaim [...] is not an obligation, but only and solely a possibility, therefore the fact that [the Club] did not submit such counterclaim cannot be construed as a waiver of any of [the Club's] rights, and [the Club] cannot be rightfully deprived of any rights"*.
- Article 21 (2) of the FIFA Procedural Rules Governing the Football Tribunal (the "Procedural Rules") specifically states that "[the] respondent(s) **may submit** a counterclaim with their response to the claim" (emphasis by the Club).
- *"This regulatory provision does not contain (nor do any other regulatory provisions, e.g. on rules of submitting claims) any such restrictive provisions according to which a party not exercising their right to submit a counterclaim would lose their entitlement to exercise their rights, as the FIFA regulations do not contain any such provisions. Furthermore, it has to be noted that the proceeding body of [FIFA] is not a rule-making body but only a rule-enforcement body, therefore it does not have power and authority to deprive any party of any of their basic rights without an existing rule or regulation empowering [FIFA] to be allowed to do so. However, the proceeding body of [FIFA] actually did deprive [the Club] of a right, thus creating a new rule, or, more precisely, amending one by stating that the potential option of submitting a counterclaim, according to [FIFA], should have been an "obligation"*.
- When it invited the Club to respond to the Player's First Claim, the DRC should have warned the Club of the consequences of failing to submit a counterclaim in particular the loss of its rights. As this warning was not given, the omission supports the Club's claim that the Appealed Decision *"is against the rules"*.

There is a two-year limitation period to file a claim before FIFA

- According to the applicable regulations, the Club has two years to file a valid claim. As long as this period has not expired, the Player cannot legitimately assume or rely on the expectation that no claim will be brought against him.
- Both FIFA and the Player were aware that the Club had contested the unilateral and premature termination of the Employment Contract. In these circumstances, the Club cannot be deprived of its rights simply because it opted to act through separate proceedings rather than file a counterclaim to the First Claim. This is

particularly true given that the requirements of the *res judicata* principle are not met.

The Club did not violate the doctrine of *venire contra factum proprium*

- The doctrine of *venire contra factum proprium* “can only serve as a basis for applying specific regulatory provisions, but [FIFA] has no such specific regulatory provision on the basis of which the above-named doctrine could be applicable. On the other hand, this doctrine also means that the requirement of acting in good faith and fairness is not complied with by the party whose legal acts contradict their former conduct, which the other party could reasonably rely upon; this approach is not applicable in this case, as [the Club] - as [FIFA] also stated in their Decision - had previously communicated towards [the Player] that [the Club] disputes the conduct of [the Player]”.

The Club was not in a position to file a counterclaim

- The Club was unaware of the proceedings initiated by the Player, as FIFA's notification of the First Claim was sent to the Club's spam folder, preventing it from participating in the proceedings. Consequently, the failure to submit a counterclaim was not the result of bad faith, but rather a technical issue.

The Appealed Decision is procedurally flawed

- In support of its Appealed Decision, the DRC improperly relied on prior decisions that should not have been considered, as they were issued by the same DRC member who later acted as chairperson in the Second DRC Proceedings.
- “[FIFA] made a decision only more than six months after the expiration of the limitation period for [the Player] to make a statement on the case, which in itself violated the principle of fair procedure the importance of which [FIFA] emphasized in their Decision.”
- The DRC improperly relied on late-filed submissions from the Player, in breach of procedural rules, which constitutes serious misconduct justifying the annulment of the Appealed Decision.

B. The Respondents

1.- FIFA

36. In its Answer, FIFA submitted the following requests for relief:

“Based on the foregoing, FIFA respectfully requests the Panel to:

- a) reject the [Club’s] requests for relief;
- b) confirm the Appealed Decision in its entirety;

- c) order the [Club] to bear the full costs of these arbitration proceedings; and
- d) order the [Club] to make a contribution to FIFA's legal costs and expenses.”.

37. FIFA's submissions, in essence, may be summarized as follows:

The Club violated the doctrine of *venire contra factum proprium*

- The Club was already aware of the Player's unilateral termination of the Employment Contract when the First Claim was filed. Despite this, it did not respond, challenge the claim, or submit a counterclaim regarding the alleged unjustified termination.
- In the First Claim, the Player explicitly requested a declaration that the Employment Contract was terminated with just cause. However, the Club chose not to contest the Player's submissions and fully complied with the First DRC Decision without reservation.
- “[The Club's] conduct clearly breached the principle of *venire contra factum proprium*. Despite knowledge of the Player's unilateral termination and his express request that the DRC consider his termination as just cause, the [Club] chose not to file a reply or counterclaim and subsequently complied with the DRC Decision. This created a legitimate expectation that all issues arising from the termination were settled. Its attempt - three months after compliance with the DRC Decision - to reopen elements originating from the same dispute is therefore procedurally impermissible.”
- “Furthermore, it must be recalled that parties are required to act in good faith and to submit all their claims or requests at the procedurally appropriate time. Allowing the [Club]'s conduct, filing independent claims at their discretion and following a preceding proceeding, would undermine the principles of good procedural order and procedural economy, but also those of due process and legal certainty within the FIFA dispute resolution system”.
- The Club cannot justify its conduct or avoid the application of the principle of *venire contra factum proprium* by merely asserting that it had informed the Player of its disagreement with the termination of the Employment Contract. Such prior communication is immaterial, as the Club ultimately failed to raise any objection, submit a position, or file a counterclaim on this issue in the First DRC proceedings.
- The Club reference to the two-year limitation period for lodging claims is irrelevant. “The purpose of the doctrine of *venire contra factum proprium* lies in the legitimate expectations created by the [Club] through its procedural conduct, and this operates entirely independently from the rules on prescription under the statute of limitations”.

The Club was in a position to file a counterclaim

- The Club claims that it failed to file a counterclaim due to technical issues, as FIFA's communication allegedly landed into its spam folder, leaving it unaware of the proceedings until after the decision was issued. This assertion is not only entirely unsubstantiated but also inconsistent as the Club cannot claim it was unaware of the First DRC Proceedings and, at the same time, argue that it should have received a warning within those same First DRC Proceedings that failing to submit a counterclaim could result in the loss of its rights against the Player.
- *“Additionally, and even assuming the [Club] did not participate in the First DRC Proceedings due to a technical error – quod certe non, it is noteworthy that the [Club] nevertheless chose not to appeal the DRC Decision to CAS. Instead, it proceeded to comply with that decision.”*

The Appealed Decision is not procedurally flawed

- The Club claims that the DRC violated procedural rules by relying on late submissions from the Player. However, this argument is unfounded, as the DRC had expressly closed the submission phase and confirmed that the Player's late submissions would not be considered in the Appealed Decision.
- The Club argues that the DRC violated principles of fair procedure by taking six months to render the Appealed Decision. This claim is hard to understand and lacks clear relevance. In any event, even if any procedural irregularities had occurred, they would be remedied in the present arbitration proceedings under Article R57 of the Code.

2.- The Player

38. In his Answer, the Player submitted the following requests for relief:

“In view of the foregoing, the Player respectfully requests the honorable Sole Arbitrator:

- *to reject all reliefs sought by the [Club] in its Requests for Relief from the Appeal Brief, and*
- *to confirm entirely the challenged FIFA FT Decision dated 25 September 2025, and*
- *to order the [Club] to also pay all the costs of the proceedings before the CAS, and*
- *to order the [Club] to also pay a significant contribution towards the legal fees and other expenses incurred by the Player in connection with these proceedings before CAS of at least CHF 8,000.00.”*

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

Regarding the obligation to submit a counterclaim in the First DRC Proceedings

- Pursuant to the clear wording of Article 21 (2) of the Procedural Rules, any counterclaim in response to the Player's First Claim had to be filed by the Club during the First DRC Proceedings, within the same deadline applicable to submit its response, namely by 1 October 2024. If no such counterclaim is submitted, the Club loses the right to submit it at a later stage.
- *"As to the Club's statement that FIFA FT allegedly should have warned the Club that the failure to submit a counterclaim could result in the loss of the Club's rights is unfounded since the FIFA FT in its correspondence dated 11 September 2024, expressly invited the Club to submit its position on the Player's Statement of Claim by 1 October 2024 and indicated that, in the event of non-compliance with the prescribed deadline, a decision would be rendered based on the file, which consequences are also expressly provided for in the Procedural Rules".* This approach is further confirmed by CAS Jurisprudence, previous decisions of the DRC and the FIFA Commentary on the Regulations on the Status and Transfer of Players, edition 2023 (the "FIFA Commentary").
- Having failed to submit a response or to lodge a counterclaim within the prescribed deadline, the Club sought to remedy this omission by initiating a new, parallel claim several months later. In doing so, the Club attempted to circumvent the applicable Procedural Rules, in clear breach of the principle of preclusion set out in their Article 21.
- *"What is more, allowing the Club to file a new parallel claim which could and should have been filed during the First FIFA FT Proceedings, would jeopardise due process and legal certainty within the FIFA dispute resolution system, i.e. if parties were permitted to submit parallel claims at their discretion after having failed to act within the prescribed deadlines, this would encourage procedural abuse, prolong disputes unnecessarily, and deprive procedural time limits of any practical effect".*

The Appealed Decision is not procedurally flawed

- The Club's argument that the case law relied upon in the Appealed Decision should be disregarded because it was issued by the same person is unfounded. The jurisprudence of the DRC reflects a consistent application of the Procedural Rules, and the participation of the same member of the DRC does not affect the independence or objectivity of the panel.
- The Club's assertion that the DRC relied on the Player's late submissions is unfounded and must be disregarded.

The Club violated the doctrine of *venire contra factum proprium*

- The doctrine of *venire contra factum proprium* is recognized by FIFA and CAS Jurisprudence.

- Having failed to contest the termination of the Employment Contract during the First DRC Proceedings, the Club created legitimate expectations that it had accepted the end of its employment relationship with the Player. By submitting a new subsequent claim concerning the termination of the Employment Contract, the Club acted in breach of the doctrine of *venire contra factum proprium*.

The principle of *res judicata* is applicable in the present arbitration proceedings

- With his First Claim, the Player expressly requested the DRC to confirm that he had terminated the Employment Contract with just cause. The reason that “*he sought only payment of the outstanding remuneration, i.e. balance of his June 2024 salary and not compensation for breach of the Employment contract is that he had terminated the Employment contract by invoking his rights under article XII. of the Employment Contract, which did not entitle him to any compensation.*”
- The principle of *res judicata* applies to the present arbitration proceedings, as the Parties are the same and there is an identity of object and cause of action, as both DRC Proceedings address whether the termination of the Employment Contract was justified. The matter has already been submitted for adjudication in the First DRC Proceedings and cannot be re-litigated in subsequent DRC proceedings.

Concerning the substance of the dispute

- “[The] Club failed to submit any request on the merits of the case in its prayers for relief, meaning that CAS is not in a position to decide on the merits of the case in this matter as this would constitute a breach of principle ‘non ultra petita’.”

V. JURISDICTION

40. Article R47 (1) of the Code provides as follows:

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

41. According to Article 50 (1) of the applicable FIFA Statutes, “*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*”.
42. The Appealed Decision also includes a note confirming CAS jurisdiction, stating that under Article 50 (1) of the FIFA Statutes, it may be appealed to CAS within twenty-one (21) days of notification.
43. The Parties rely on the above provisions in conferring jurisdiction to CAS, which is further confirmed by the Order of Procedure duly signed by them.

44. It follows that the CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

45. 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”.

46. The admissibility of the Appeal was not contested by the Respondents.
47. The Appealed Decision was notified to the Club on 20 November 2025. The Club lodged its Statement of Appeal with CAS on 11 December 2025.
48. Consequently, the appeal was filed within the deadline of twenty-one (21) days set by Article 50 (1) of the applicable FIFA Statutes. It complied with all other requirements of Articles R48 and R49 of the Code, including the payment of the CAS Court Office fee.
49. It follows that the appeal is admissible.

VII. APPLICABLE LAW

50. According to Article 187 (1) of the Federal Act on Private International Law (PILA), “[the] arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection”.
51. Parties who decide to submit any dispute they may have to the jurisdiction of the CAS thereby also choose – implicitly, but clearly – to be bound by the Code (Ulrich HAAS, Applicable law in football-related disputes - The relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law – in CAS Bulletin 2015/2, pp. 7ss, spec. pp. 9-10; TAS 2021/A/7958; TAS 2021/A/7824).
52. In other words, the recourse to CAS arbitration includes the agreement on Article R58 of the Code, which provides as follows:

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

53. It follows from Article R58 of the Code that disputed issues must be resolved by the CAS Panel in accordance with the “*applicable regulations*”, which take precedence over any rules of law that may have been chosen by the Parties, for example in the litigious contract. Such rules of law may only be taken into account in resolving the dispute on a subsidiary basis, as specified in Article R58 of the Code (TAS 2021/A/7958; TAS 2021/A/7824).
54. The present arbitration proceedings were initiated following an appeal filed by the Club against the Appealed Decision issued by the DRC, which applied the FIFA Regulations (the “*applicable regulations*” as set out in Article R58 of the Code). In this respect, the choice of forum for the first-instance procedure (*i.e.* the DRC) equates to a choice of law clause since the Parties chose to bring their dispute to a particular forum (see Mavromati & Reeb, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials*, 2nd ed., Wolters Kluwer, 2025, Ad art. R58, N. 13, p. 591).
55. Article 49 (2) of the FIFA Statutes provides as follows:

“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.”
56. On the basis of the clear wording of Article R58 of the Code and Article 49 (2) of the FIFA Statutes, the present dispute shall be resolved primarily according to the various regulations of FIFA and, additionally, Swiss law. It can be observed that, in their respective submissions, the Parties rely extensively on the FIFA Regulations.
57. On 25 February 2025, the Club lodged its claim before FIFA against the Player. This happened after 16 July 2024 and 1 January 2025 which are the dates when the FIFA Statutes, May 2024 edition, and the Procedural Rules, January 2025 edition, came into force. These are the editions of the rules and regulations, which the Sole Arbitrator will rely on to adjudicate this case.

VIII. PRELIMINARY PROCEDURAL MATTERS

A. *The Club’s request for a second round of written submissions*

58. On 5 March 2026, the Club requested to be allowed to file a further statement in response to the Respondents’ Answers. It did not provide any grounds in support of this request.
59. Article R56 (1) of the Code reads as follows:

“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer.”

60. The Respondents did not consent to the Club's request. In the absence of such agreement, it was the Club's responsibility to establish the existence of exceptional circumstances justifying a departure from the general prohibition on new filings. However, the Club neither demonstrated nor even alleged the presence of any exceptional circumstances that would allow its additional submissions to be admitted.
61. In light of the foregoing, the Sole Arbitrator had no choice but to dismiss the Club's request for a second round of written submissions.

B. The Club's allegations that the Appealed Decision is procedurally flawed

62. According to the Club, the Appealed Decision was flawed because it relied on prior rulings from the same person who later acted as chairperson in the Second DRC Proceedings, and because the DRC improperly accepted late submissions from the Player in violation of procedural rules. Additionally, the Club claims that the DRC breached the principle of fair procedure by issuing its decision more than six months after the deadline for the Player's statement, further justifying annulment of the decision.
63. The Club's arguments are formulated in a vague and unsubstantiated manner. The Club merely asserts procedural irregularities without a) identifying the precise rules breached, b) without explaining how these alleged violations materially affected the outcome of the proceedings, or c) without providing supporting evidence. Moreover, the Club's claims fail to establish a concrete link between the alleged procedural defects and any violation of its rights of defence or to be heard. In the absence of detailed legal reasoning, the Club's general allegations are difficult to assess.
64. In any event, the fact that the Appealed Decision was rendered by a panel chaired by a person, who had been previously involved in the taking of similar decisions does not, in itself, demonstrate bias or a lack of independence. In adjudicatory bodies like the DRC, consistency in decision-making is not only expected but desirable, as it promotes legal certainty and equal treatment of parties. In particular, the mere fact that a member of the DRC has participated in earlier decisions addressing comparable facts or legal questions does not mean that she/he has prejudged the specific dispute at hand. Absent concrete evidence of circumstances giving rise to legitimate doubts as to impartiality of the members of the DRC, such allegations must be disregarded.
65. Regarding the claim that the DRC improperly accepted late submissions from the Player, this argument is directly contradicted by the Appealed Decision, which expressly states that "[despite] *being invited to do so, the Player did not reply to the claim.*" The case file indicates that, although the Player attempted to submit observations, these were filed outside the prescribed deadline. Consequently, on 26 September 2025, FIFA informed the Player that his submissions would be disregarded. Under these circumstances and in the absence of any opposing evidence from the Club, there is no ground for the Sole Arbitrator to assume that the Player's submissions were taken into account by the DRC when it rendered its Appealed Decision.

66. The Club's allegation that "[FIFA] *made a decision only more than six months after the expiration of the limitation period for [the Player] to make a statement on the case, which in itself violated the principle of fair procedure*" is unclear. Pursuant to Article R57 of the Code, the Sole Arbitrator is vested with the power to review the facts and the law of the matter at stake *de novo*. As such and in accordance with well-established CAS jurisprudence, any procedural flaws that may have occurred in the previous instance may be remedied before the CAS (CAS 2024/A/10325 para. 123 and references). On this basis, the Sole Arbitrator can only conclude that the alleged violation of Player's procedural rights at the level of FIFA have been cured by these arbitration proceedings.
67. Given the above, the Sole Arbitrator determines that any potential infringement of the Player's procedural rights in the previous instance has not been established and, in any case, would be rectified by these arbitration proceedings.

IX. THE MERITS

68. The main questions to be resolved by the Sole Arbitrator are:
- Was the Club duly notified of the initiation of the First DRC Proceedings?
 - Is the Club's claim lodged before FIFA on 25 February 2025 admissible?

A. *Was the Club duly notified of the initiation of the First DRC Proceedings?*

69. In its Appeal Brief, the Club alleges that it did not receive notification of the First DRC Proceedings due to a technical error, as FIFA's mail was diverted to its spam folder. According to the Club, it "*only found out about that proceeding after the respective decision had been made by [FIFA]. Accordingly, [the Club] was unable to submit a counterclaim for that reason as there was no possibility for submitting a counterclaim at that point, and therefore such lack of counterclaim was not due to acting in bad faith, as it was presumed without any legal or regulatory grounds in the course of that process*".
70. With respect to the burden of proof, Article 8 of the Swiss Civil Code ("CC") states that "*Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact*". As a result, the Sole Arbitrator reaffirms the principle established by CAS jurisprudence that "*in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them. The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence*" (CAS 2014/A/3546, para. 7.3 and references). In general, the burden of proof is satisfied whenever the judge is convinced of the truthfulness of a factual allegation based on objective grounds. Absolute certainty is not required. It is sufficient if the judge has no serious doubt about the

existence of the alleged facts or if any remaining doubt appears to be tenuous (Judgement of the Swiss Federal Tribunal (SFT) 4A_248/2022 of 2 August 2022, para. 4.1; SFT 130 III 321, para. 3.3; CAS 2021/A/7673 – 7699 para. 91).

71. The burden of proof regarding the notification of a document, or the date on which such notification was made, generally lies with the authority or the person who seeks to derive a legal consequence from it (SFT 142 IV 125 para. 4.3 and references; CAS 2020/A/7455 para. 108).
72. In the present case, the Club does not dispute that the First DRC Decision was validly notified to it and that it entered its sphere of receipt. It merely alleges that the communication was directed to its spam folder. The burden of proof for this assertion therefore rests with the Club.
73. The Club's allegation is not supported by any evidence. More importantly, this argument is inconsistent with the Club's own procedural conduct. Even assuming that such a technical issue had occurred, depriving the Club of its right to be heard, it would have been natural and necessary for the Club to raise the issue at the earliest opportunity. Instead, the Club complied with the First DRC Decision and paid to the Player the outstanding remuneration awarded by the DRC without reservation. In particular, it did not appeal against that decision before the CAS. During the Second DRC proceedings, the Club also made no reference to the alleged lack of notification or technical issue to justify its procedural conduct at that time.
74. The Club only raises the issue of lack of notification at the stage of the present arbitration proceedings, which is inconsistent with its own main arguments that it was under no obligation to file a counterclaim and that the applicable regulations did not prevent it from bringing its claim separately. The Club further relies on its alleged "choice" not to file a counterclaim and its "wish" to exercise its right in separate proceedings, which it claims would not violate the doctrine of *venire contra factum proprium*.
75. By invoking a deliberate "choice" not to file a counterclaim, and its "wish" to initiate separate proceedings, the Club admits that it was aware of the existence of the First DRC Proceedings and in a position to assess its procedural options. Such a position cannot be reconciled with its parallel assertion that it was unaware of the said First DRC Proceedings due to an alleged technical issue. In other words, the Club cannot simultaneously claim that it consciously chose not to file a counterclaim within the First DRC Proceedings, while also maintaining that it was unaware of their existence.
76. Furthermore, the argument that the Club should have been specifically warned about the consequences of not filing a counterclaim during the First DRC Proceedings presupposes that the Club was participating in, or at the very least was aware of the proceedings.
77. In light of the foregoing, and given the Club's contradictions as well as the absence of any credible supporting evidence, the Sole Arbitrator rejects the Club's allegation that it was not properly notified of the initiation of the First DRC proceedings.

B. Is the Club's claim lodged before FIFA on 25 February 2025 admissible?

78. The Club submits that the First DRC Decision does not have *res judicata* effect in respect of its own claim. Accordingly it maintains that it is entitled to initiate a new claim at any time, up until the expiry of the applicable two-year limitation period set out in Article 23 (3) RSTP. The Respondents are of the view that the Club's position is in breach with the procedural framework governing FIFA proceedings, the principle of procedural economy and procedural good faith. The Respondents submit that the Club was required to bring, as a counterclaim in the First DRC Proceedings, any claim arising from the same contractual relationship and facts as the Player's First Claim.
79. In the Appealed Decision, the DRC recalled that the principle of *res judicata* applies only where the parties and the subject matter of the dispute are identical. While confirming that, in the Second DRC Proceedings, the parties were identical as in the First DRC Proceedings, it reasoned as follows with regard to the subject matter:
- “ [The DRC] *acknowledged that the identity of the subject matter is fulfilled if the reason to claim and the relevant requests of the two claims are similar. When comparing the First Claim and the one at hand, the DRC noted that both of them derived from the Contract, however the previous claim dealt with overdue payables whereas the claim at hand with the alleged breach of contract. In other words, in the First Claim it was not being decided whether the termination was valid or not and therefore it could not have been decided at that time.*
- Consequently, the [DRC] considered that the two legal actions were based on a different violation (i.e. overdue payables and breach of contract) and contained different requests for relief. Thus, [the DRC] concluded that the condition of object of the matter in dispute was not fulfilled and therefore, there was no res judicata.”*
80. The Player submits that in his First Claim, he requested the DRC “*to establish that he had terminated the employment contract with just cause*”, whereas in the Second DRC Proceedings, the Club requested the DRC to establish that the Player had terminated the employment contract without just cause. According to the Player, the DRC, in the First DRC Decision, “*has already adjudicated upon all the Player's requests for relief [...] and, accordingly, the principle of res judicata applies.*”
81. The Sole Arbitrator cannot agree with the Player's position. The First DRC Decision makes clear that the Single Judge “*did not enter into the discussion of the termination of the Contract, as the Player only requested the payment of outstanding salaries, and the Club did not address any request in this regard*”. Furthermore, the operative part of the First DRC Decision contains no determination regarding the termination of the contract.
82. The Sole Arbitrator agrees with the DRC's findings that the requirements for the application of the principle of *res judicata* are not met, in particular due to the lack of identity of the subject matter of the disputes. It is therefore not necessary to elaborate further on this principle, and it remains to be determined whether the Club should have filed a counterclaim in the First DRC Proceedings, failing which it may be precluded from pursuing its claim in subsequent proceedings.

83. The relevant provision governing the matter is set out in Article 21 (1) to (3) of the Procedural Rules and states the following:

“Article 21: Response to the claim and counterclaim

- 1. After determining that the claim is complete, and (where relevant) if the procedure is to continue following the conclusion of any preliminary procedural matters, the FIFA general secretariat will request that the respondent(s) submit their response to the claim via the Legal Portal within the time limit granted. If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file.*
- 2. The respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim.*
- 3. If a party submits a new claim which is related to an existing case in which it is a respondent, the new claim shall be joined with the existing case and treated as a counterclaim in the existing case. Where the party has already been notified of the existing case, the new claim must have been submitted within the same time limit as that for the response to the claim in the existing case in order to be considered.”*

84. The wording of this provision, in particular its paragraph 3, makes it clear that a party that is already a respondent in pending proceedings must comply with specific procedural requirements if it wishes to assert its own claim arising out of the same dispute:

- Any new claim related to the existing case cannot be brought separately. It must be “*joined with the existing case and treated as a counterclaim in the existing case*”.
- If the party has already been notified of the existing case, the counterclaim must be submitted within the same deadline as the response to the original claim. In other words, the respondent must raise its own claims at the time it files its defence, and not at a later stage.

85. According to the FIFA Commentary, Article 21 of the Procedural Rules formalizes the concept of preclusion, which is “*aimed at ensuring legal certainty, procedural fairness and procedural economy. In essence, preclusion avoids a situation in which parties could freely file independent claims as they please, which would jeopardise legal due process in proceedings before the FT. With respect to the Procedural Rules, article 21 determines that any counterclaim must be filed by the relevant party within the time limit set by the FIFA general secretariat. In other words, where a party has already been summoned to the proceedings, any counterclaim (or parallel claim) must be filed within the time limit granted, otherwise it will be deemed late and the party in question will be precluded from submitting it*”.

86. This approach has been confirmed by the CAS under the previous version of the Procedural Rules, in which Article 9 (3) was materially identical to the current Article 21

- (3). In CAS 2020/A/7455 para 122, the Panel found that the said provision was clear and left no room for interpretation. It further held that “[it] *also sets out clearly the consequences for not complying with the given deadlines, which is why the Procedural decision to reject the Club’s belated request for restoration of the deadline [to file its answer] cannot be considered as an excessive formalism on the part of FIFA*”. In view of this position and considering the clear wording of Article 21 of the Procedural Rules, the Club cannot derive any benefit from the fact that it had not been informed by the DRC of the consequences of failing to submit a counterclaim.
87. In CAS 2020/A/7169 para. 105, the Sole Arbitrator found that the subsequent filing of a claim in breach of this provision amounted to an attempt to circumvent the Procedural Rules, as the claim had not been submitted within the prescribed time limit.
88. Requiring counterclaims to be raised together with the response/defence ensures that all issues are addressed simultaneously, enabling the adjudicating body to deal with the dispute in a coherent and efficient manner. Allowing a respondent to delay or file a claim separately, at a later stage, despite already being a party to pending proceedings, would render the principle of preclusion and its purpose meaningless. It would split up the dispute, delay its resolution and create an imbalance in the proceedings. It would also encourage strategic behaviour, whereby a party could withhold claims to gain a tactical advantage or put pressure on the opposing party. This would jeopardise procedural economy and place the opposing party in a state of uncertainty, forcing it to defend multiple proceedings arising from the same dispute. Such behaviour could reasonably be characterised as abusive and contrary to the principle of procedural good faith.
89. The principle of procedural good faith is a cornerstone of Swiss law, enshrined in particular in Article 52 of the Swiss Civil Procedure Code (“CPC”), which requires anyone involved in proceedings to comply with the rules of good faith (Isabelle Chabloz, Patricia Dietschy-Martenet, Michel Heinzmann, *Petit Commentaire CPC, Code de procédure civile*, Edition 2021, ad. Art. 52 CPC, n.1 p. 219). This principle also applies to international arbitration (SFT 5A_441/2015 of 4 February 2016, para. 4.2). The case law of the SFT defines procedural good faith as a prohibition of the abuse of rights or contradictory behaviour (*venire contra factum proprium*) (Decision of the Swiss Federal Tribunal 4A_590/2016 of 26 January 2017, para. 2.2). One of the principal duties imposed on a party by the principle of good faith is that they must exercise their rights at the time prescribed by law and without delay. Otherwise, they would unnecessarily disrupt the course of the proceedings (Decision of the Swiss Federal Tribunal 5A_871/2025 of 14 November 2025, para. 3.1.1).
90. It is clear that the claim asserted by the Club in the Second DRC Proceedings is based on the Employment Contract, which was the subject of the First DRC Proceedings. In both Proceedings, the issue concerned the unilateral termination of the Employment Contract and the consequences that could result from it. With his First Claim, the Player sought payment of outstanding salaries as well as a determination that he “*terminated the Employment contract signed with the [Club] with just cause*”. In the Second DRC Proceedings, the Club requested the DRC “[to] *uphold that the contractual relationship*

between the Parties was unilaterally breached without just cause by [the Player]” and claimed compensation for it.

91. Given that the club had been notified of the initiation of the First DRC proceedings, and in light of the principle of preclusion set out in Article 21 of the Procedural Rules as well as the principle of procedural good faith, it was incumbent upon the Club to submit its counterclaim within the same deadline as its response to the First Claim. Failing this, the Club is procedurally barred from bringing its claim arising from the same set of facts at a later stage.

C. Conclusion

92. In light of the foregoing, the Club’s appeal must be rejected and the Appealed Decision confirmed.
93. All other claims and further conclusions of the Parties are dismissed.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The Appeal filed on 11 December 2025 by Várda Labdarúgó Szolgáltató Korlátolt Felelősségű Társaság against the decision rendered on 25 September 2025 by the FIFA Dispute Resolution Chamber (reference number FPSD-18366) is dismissed.
2. The decision rendered on 25 September 2025 by the FIFA Dispute Resolution Chamber (reference number FPSD-18366) is confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 June 2026

THE COURT OF ARBITRATION FOR SPORT

Patrick Grandjean
Sole Arbitrator