

CAS 2025/A/11662 ACSM Politehnica Iași v. Gheorghiță Andrei Cosmin

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Frans M. **de Weger**, Attorney-at-Law, Haarlem, The Netherlands

in the arbitration between

ACSM Politehnica Iași, Romania

Represented by Mr Mincu Paul Alexandru, Attorney-at-Law, Bucharest, Romania

- Appellant –

and

Gheorghiță Andrei Cosmin, Romania

Represented by Ms Anca Mituică and Mr Andrei Iordăchescu, Attorneys-at-Law, Bucharest, Romania

- Respondent –

* * * * *

I. PARTIES

1. ACSM Politehnica Iași (the “Appellant” or the “Club”) is a Romanian professional football club with its registered office in Iași City, Romania, currently participating in the Second League national football competition Liga 2. The Club is affiliated to the Romanian Football Federation (“RFF”), the Union of European Football Associations (“UEFA”), and the Fédération Internationale de Football Association (“FIFA”).
2. Mr Gheorghiță Andrei Cosmin (the “Respondent” or the “Player”) is a professional football player with the Romanian nationality.
3. The Club and the Player are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

4. The present appeal arbitration proceedings concern an appeal lodged by the Appellant against a decision issued by the RFF Recourse Committee on 3 July 2025 (the “Appealed Decision”).
5. In the Appealed Decision, the RFF Recourse Committee determined that the appeal lodged by the Appellant against a decision of the RFF’s National Dispute Resolution Chamber (“RFF NDRC”) dated 7 May 2025 was accepted, on the ground that the RFF NDRC held an interpretation that was excessively formalistic, namely in relation to the assessment of the Player’s default notice for outstanding financial entitlements. Consequently, the termination of the contractual relationship between the Player and the Club was accepted by the RFF Recourse Committee.
6. In the present proceedings, the Appellant is challenging the Appealed Decision and requests the Court of Arbitration for Sport (“CAS”) to set aside the Appealed Decision, whereas the Respondent requests the dismissal of the appeal filed by the Appellant.

III. FACTUAL BACKGROUND

7. Below is a summary of the main relevant facts, as established on the basis of the submissions of the Parties, the evidence examined in the course of the proceedings, as well as the statements and clarifications provided during the hearing. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

A. Background Facts

8. On 1 July 2023, the Player entered into an employment agreement with the Club for the duration of four (4) years, starting on 1 July 2023 until 30 June 2027 (the “Employment Agreement”). The Employment Agreement bears an official stamp,

which clearly indicates that the contract is registered under number 549, dated 7 July 2023.

9. Article 1 of the Employment Agreement reads as follows:

“The Parties hereby agree:

- i. to act in accordance with the laws of Romania, applicable collective agreements, the rules and regulations of FIFA, UEFA and the Romanian Football Federation when exercising the rights and obligations under this Contract.”*

10. Article 4 of the Employment Agreement reads as follows:

- i. The Club undertakes to pay to the Player, in exchange for his professional services, for the period 01.07.2023 – 30.06.2024, a net monthly remuneration of 2300 (in words: two thousand three hundred) Euro net, by the 15th of the month at the latest, for the services rendered in the previous month. Payment will be made in RON at the BNR exchange rate on the date of payment.*
- ii. The Club undertakes to pay to the Player, in exchange for his professional services, for the period 01.07.2024 – 30.06.2025, a net monthly remuneration on 3300 (in words: three thousand three hundred) Euro net, by the 15th of the month at the latest, for the services rendered in the previous month. Payment will be made in RON at the BNR exchange rate on the date of payment.*
- iii. The Club undertakes to pay to the Player, in exchange for his professional services, for the period 01.07.2025 – 30.06.2026, a net monthly remuneration on 4000 (in words: four thousand) Euro net, by the 15th of the month at the latest, for the services rendered in the previous month. Payment will be made in RON at the BNR exchange rate on the date of payment.*
- iv. The Club undertakes to pay to the Player, in exchange for his professional services, for the period 01.07.2026 – 30.06.2027, a net monthly remuneration on 5000 (in words: five thousand) Euro net, by the 15th of the month at the latest, for the services rendered in the previous month. Payment will be made in RON at the BNR exchange rate on the date of payment.*
- v. For any goal or assist of the player in an official match in which the team does not lose, the Club will pay him a bonus of 300 (three hundred) Euro net. The payment will be made in the winter break of the season for goals and assists scored in the first half of the season and in the break between seasons for goals and assists scored in the second half of the season. Payment will be made in RON at the BNR exchange rate of the date of payment.*
- vi. In case of a transfer of the Player to another football club, the Player will receive an amount equal to 15% of the net transfer amount received by the Club. The payment will be made within 5 days of the Club’s receipt of the transfer payment.*

[...]"

11. Article 13 of the Employment Agreement stipulates as follows:

- "i. This contract shall terminate automatically upon expiry of the date by which it was concluded.*
- ii. This contract may be terminated before its term by agreement of the parties.*
- iii. In case of force majeure, this contract shall terminate in accordance with the legislation in force.*
- iv. The player or the club shall have the right to unilaterally terminate the contract only under the conditions and with the consequences set out in the FIFA/FRF Regulations on the Status and Transfer of Football Players (as applicable).*
- v. If the player or the club unilaterally terminates the contract for a valid reason, the other party shall be penalised in accordance with the provisions of the FIFA/FRF RSTJF (as applicable) in force. similarly, if the player or the club unilaterally terminates the contract without a valid reason, the party at fault shall be penalised in accordance with the provisions of the FIFA/FRF RSTJF (as applicable)."*

12. Article 17 of the Employment Agreement provides as follows:

"[...]

- vi. Terms that are not expressly defined herein shall have meanings that correspond to the definitions of the respective terms in the statutes and regulations of FIFA, UEFA and the Romanian Football Federation.*
- vii. Without prejudice to the priority mandatory provisions of the Romanian legislation and the mandatory rules contained in the FIFA and FRF regulations, the provisions of this contract take precedence over the regulations of the Romanian Football Federation if the latter contain provisions less favourable to the player. In such a situation, the provisions that are more favourable to the player shall apply."*

[...]

- x. The provisions of the Romanian legislation in force (including the Regulations of the FRF) shall apply directly to all matters not covered by this contract*

[...]"

13. Throughout the 2024/2025 season, the Club was subject to preventive concordat proceedings, meaning it operated under a legal mechanism to avert bankruptcy and to ensure the continuity of its activities.

14. On 3 February 2025, the Parties concluded a transfer agreement with the Romanian professional football club Fotbal Club FCSB S.A., for the temporary transfer of the Player for a fixed term of 6 February 2025 until 31 December 2025 (the “Temporary Transfer Agreement”).

15. Article 3.2 of the Temporary Transfer Agreement reads as follows:

“The transferee club shall be bound:

*a) to pay the transferor club the amount of **105,000 (one hundred and five thousand)** Euro + VAT as a transfer allowance,*

[...]

b) conclude an individual employment contract or a sports activity contract with the player (for professional players)

[...]”.

16. Article 4 of the Temporary Transfer Agreement stipulates as follows:

“1. Until 04.09.2025, Fotbal Club FCSB can express its option for the permanent transfer of the player Gheorghiță Andrei Cosmin under the following conditions:

a) Fotbal Club FCSB will formulate a written request for the permanent transfer of the player, which will be forwarded to the club CSM Politehnica Iași at the e-mail address [...] by 04.09.2025 at the latest, as well as to the player at the address [...]; the player undertakes that in this case he will sign a new contract for a period of 5 years, from 01.01.2026 to 31.12.2030, in accordance with the provisions of art. 18 item c-g;

b) The parties establish a compensation for the definitive transfer in the amount of 230.000 (two hundred and thirty thousand) Euro + VAT, to be paid by Fotbal Club FCSB within 10 days from the date of transmission by CSM Politehnica Iași of the signed definitive transfer agreement and the invoice for the compensation;

c) The parties establish that CSM Politehnica Iași will receive an amount equal to 20% (twenty per cent) of any transfer compensation received by Fotbal Club FCSB for any future transfer of the player to another football club. Payment will be made within 10 days of receipt of any transfer compensation by Fotbal Club FCSB.

[...]

2. CSM Politehnica Iasi maintains the obligation to pay to the player Gheorghiță Andrei Cosmin all the financial rights related to the activity rendered until the date of temporary transfer, by way of example, but not limited to: salaries, bonuses, rents, contributions due to the state budget, etc., on the terms and under the conditions established by the sports activity contract no. 549/07.07.2023”

17. Following the conclusion of the Temporary Transfer Agreement, on 6 February 2025, the Player and the Club concluded an addendum to the Employment Agreement (the “Addendum”), which reads as follows:

“1. The player declares and certifies that by signing this agreement that he waives his right to collect, in accordance with Article 4. vi of the Agreement 549/07.07.2023, an amount equal to 15% of the transfer fee received by CSM Politehnica Iași for the fixed-term transfer (February the 07th, 2025 – December the 31st, 2025) of the Player to Fotbal Club FCSB.

2. The player declares and certifies by signing this agreement that he waives his right to collect, pursuant to Article 4. vi of the Agreement 549/07.07.2023, an amount equal to 15% of the transfer fee, if Fotbal Club FCSB decides, by September the 04th, 2025, to permanently transfer the Player to Fotbal Club FCSB in accordance with Article 4.1 of the transfer agreement.

3. CSM Politehnica Iași remains obligated to pay player Gheorghiță Andrei Cosmin all financial rights due to him under Sports Activity Agreement No. 549/07.07.2023, under the terms and conditions and within the time limits established in the agreement, with the exception of the two amounts mentioned above and monthly remuneration.

4. All other provisions of the Sports Activity Agreement No. 549/07.07.2023 remain unchanged.”

B. Proceedings before the RFF NDRC

18. On 13 March 2025, the Player initiated proceedings against the Club before the RFF NDRC. In these proceedings, the Player initially requested the RFF NDRC to order the Club to pay the amount of EUR 9,900 net as outstanding financial entitlements for the months of August 2024, December 2024 and January 2025, EUR 900 net as bonus for two goals scored and one assist in the 2023-2024 season, EUR 1,200 net as bonus for three goals scored and one assist in the 2024-2025 season, as well as reimbursement of the applicable attorney and court fees.

19. The accompanying correspondence submitting the claim before the RFF NDRC, dated 13 March 2025, which was addressed to the RFF with the Club in copy, reads as follows:

“Please find attached the Claim formulated by the player Andrei Cosmin Gheorghiță.

The present claim is communicated also to the debtor club, in accordance with article 1522 Civil Code, for accomplishing the formalities for putting on default”.

20. The relevant passage of the statement of claim, containing the default notice, reads as follows:

“IV. Notice of default - Art. 1522 para. 1 Civil Code

Art. 1522 para. 1 Civil Code provides:

"The debtor may be put in default either by a written notification requiring the creditor to fulfil the obligation or by a writ of summons."

In order to expedite the arbitration proceedings, but also in view of the behaviour of the debtor club in not fulfilling the obligations undertaken, we file the following:
NOTIFICATION OF PLACEMENT IN DEFAULT

whereby we request C.S.M.I Iași, within 10 days from the date of receipt of this, to communicate to us proof of payment of the net amount of 12.000 euros, otherwise they will be requested to pay the court costs.

In the event of non-payment, within 10-days from the date of receipt of this, we request C.S.M.I Iași to pay the entire net amount of 12.000 euros, within 15 days from the date of receipt of this, otherwise a request will be made to initiate insolvency proceedings, in relation to the presumed insolvency state.

In the event of non-payment, we reserve the right to request the termination of contractual relations ahead of schedule as well.”

21. On 26 March 2025, a hearing was held in the proceedings before the RFF NDRC.
22. On 31 March 2025, the Player submitted a supplementary application before the RFF NDRC, requesting the termination of the Employment Agreement with just cause, in accordance with Article 18, para. 10, under a, sentence three, of the Romanian Regulations on the Status and Transfer of Football Players (the “RSTJF”), following the Club’s refusal to pay the Player’s financial entitlements for the months of August 2024, December 2024, and January 2025, as well as the performance-related bonuses for goals scored during the 2023-2024 and 2024-2025 seasons.
23. On 2 April 2025, the Club transferred an amount of RON 20,903.40 to the Player, in relation to “*BONUS SEASON 2023-2024 + SALARY AUG 2024*”.
24. On the same date, the Club transferred an additional amount of RON 38,820.60 to the Player, in relation to “*BONUS SEASON 2024-2025 + SALARY DEC 2024 – JAN 2025*”.
25. On 8 April 2025, the Club submitted its statement of defence in the proceedings before the RFF NDRC, requesting the dismissal of the entire proceedings for lack of subject matter, on the grounds that the amount in dispute had meanwhile been paid by the Club to the Player. Furthermore, the Club requested that the supplementary application submitted by the Player on 31 March 2025 be declared inadmissible, as the amendment of an application was not regulated by the RSTJF. The Club further argued that the Player failed to comply with the mandatory preliminary procedure of notifying the Club prior to lodging the initial procedure before the RFF NDRC dated 13 March 2025. Moreover, the Club requested the RFF NDRC to declare that the supplementary application constituted a late submission, since the supplementary claim was filed after the first date of the first hearing.
26. On 16 April 2025, the Player filed a reply to the Club’s statement of defence, stating that the Club was served a formal default notice on 13 March 2025.

27. On 30 April 2025, the Club filed written submissions and notes of the hearing before the RFF NDRC.
28. On 7 May 2025, the RFF NDRC rendered a decision by which it dismissed the Player's request for the termination of the Employment Agreement. The main findings and the operative part of the decision read as follows:

“Relating the factual situation to the aforementioned regulatory provisions, the Chamber finds that the conditions of just cause for the unilateral cancellation of the contract are not met, taking into account the fact that the claimant did not send the respondent, prior to the filing of the application for the summons to court, a notification of the intention to cancel the contract for just cause, in the event that the outstanding financial entitlements will not be paid within the 15-day term granted in this regard by art. 18.10 item a sentence a III of the RSTJF, depriving the respondent of this benefits.

As regards the outstanding financial entitlements claimed by the claimant, the Chamber is satisfied that the respondent has paid in full the outstanding financial entitlements as of 02.04.2025, as confirmed by the player in his Reply to the Statement of Defence, and therefore this part of the claim will be rejected as unfounded.

For all these reasons the Chamber will dismiss the claimant's application as unfounded.

*For these grounds,
RESOLVES:*

Dismisses the plea of inadmissibility of the supplementary application invoked by the respondent ACSM Politehnica Iași as unfounded.

Dismisses the plea of lateness of the supplementary application invoked by the respondent ACSM Politehnica Iași as unfounded.

Dismisses the plea of lack of subject-matter of the application for a summons invoked by the respondent ACSM Politehnica Iași, as unfounded.

Dismisses the claim of the claimant Gheorghita Andrei Cosmin filed against ACSM Politehnica Iași as unfounded.”

C. Proceedings before the RFF Recourse Committee

29. On 26 May 2025, the Player filed an appeal against the decision of the RFF NDRC dated 7 May 2025. In his appeal, the Player requested the RFF Recourse Committee to accept his appeal, to establish that the Employment Agreement had been violated by the Club on the basis of Article 18, para 10, under a, sentence three, of the RSTJF, and to order the Club to pay the costs of the procedure, consisting of the attorney's fees and procedural fees, merits and appeal.

30. On 29 May 2025, the Club submitted a statement of defence, in which it requested that the appeal be declared null and void, on the basis of Article 34, para. 3, under d, of the RSTJF as well as Article 489 of the Romanian Code of Civil Procedure (“CPC”), and Article 486 para. 3 of the CPC, on the ground that the appeal was not reasoned in fact and in law, or, alternatively, in the event that the RFF Recourse Committee did not admit the nullity for lack of grounds, to reject the subsequent reasoning as out of time, the appellant being deprived of that right by operation of Article 485 para. 1 of the CPC, in conjunction with Article 486 para. 3 of the CPC as well as Article 34 para. 2 of the RSTJF, with application of the principle of the equivalence of legal acts.
31. On 17 July 2025, the RFF Recourse Committee issued its decision (previously defined as the “Appealed Decision”). The RFF Recourse Committee declared the appeal well founded. The relevant part of the Appealed Decision reads as follows:

“According to art. 18.10 itema) [sic] sentence III of the RSTJF, “Players and clubs may invoke just cause and sporting just cause for the unilateral termination of contracts and/or legitimisation for the following reasons: a. Players: “... have not been paid their contractual entitlements for a period of more than 60 days after the due date of their obligations, only after they have served a notice of default on the club and have given the club a period of at least 15 days in which to fulfil all financial obligations due at the date of the notice, all outstanding amounts set out in the document issued by the player. Notification to the club will be communicated to the club by any means, i.e. email, fax, registered letter which acknowledgement of receipt and declared content or bailiff. The players’ request addressed to the Secretariat of the CNSL of the FRF, respectively the CSJ of the AJF, must be accompanied by the proof of notification of the club.”

It follows from an analysis of the abovementioned regulatory text that, in order for a professional football player to lodge an application for a declaration of termination of contractual relations for just cause, the following conditions must be fulfilled: there are contractual arrears for a period of more than 60 days; the player must send the club a notice of default; the club must be given a period of 15 days within which to fulfil its financial obligations; the club must fail to fulfil the financial obligations notified within the 15-day period allowed.

The Appeals Board finds that in the present case all the conditions set out above were met on the date of application for the declaration of termination of contractual relations pursuant to art. 18.10 letter a) sentence III of the RSTJF (March 31, 2025), namely: the financial entitlements relating to August 2024, due on 15.09.2024, had a payment delay of 198 days, the financial obligations relating to December 2024, due on 15.01.2025, had a payment delay of 76 days; the bonus of 600 Euro (two goals) for the 2023-2024 season, due on 31.12.2023, had a payment delay of 456 days, the bonus of 300 Euro for the assist in the 2023-2024 season, due on 30.06.2024, had a payment delay of 274 days, the goal and assist bonuses for the 2024-2025 season, due on 31.12.2024, had a payment delay of 90 days, the claimant pleyer sent the club a notice of default on 13.03.2025, together with the formulation of the request: for a summons to court with the object of obliging the club to pay the financial rights for the months of August and December 2024 and January 2025 and the goal bonuses and assists related to the 2023-2024 and 2024-2025 competition

seasons; the respondent club did not pay the contractual rights that are the subject of the notification within the 15-day period granted by notification.

The Appeals Board does not agree with the CNSL that the notification inserted in the initial application does not fulfil the regulatory conditions, this interpretation being excessively formalistic. In so far as the club has been notified of the intention to terminate the contractual relationship with just cause by the claimant player in the event of non-payment of the contractual rights notified, irrespective of the level basis relied on in the notification, that condition is fulfilled.

As regards the date of termination of the contractual relationship, this is the date of the delivery of this judgment [sic], namely 17 July 2025, in accordance with the provisions of Article 18.7 of the RSTJF.

In view of this decision to pass the appeal, pursuant to Article 36.10 of the RSTJF, the respondent club will be ordered to pay the appellant player the amount of 8,931 RON, of which 5976 RON representing attorney's fees, 455 RON for the proceedings on the merits and 2,500 RON for the appeal proceedings.

**FOR THESE GROUNDS,
DECIDES:**

Passes the appeal lodged by the appellant Gheorghică Andrei Cosmin, [...], against the Decision of the CNSL no.47/07.05.2025, v. the Association of Municipal Sports Club Politehnica Iasi, [...].

Partially amends the CNSL Decision No 47/07.05.2025.

The contractual relationship between the player Gheorghică Andrei Cosmin and the Politehnica Iasi Municipal Sports Club Association is hereby terminated, pursuant to art. 18.10 letter a), sentence III of the RSTJF, as of 17.07.2025.

Obliges the Politehnica Iasi Municipal Sports Club Association to pay to the appellant Gheorghică Andrei Cosmin the amount of 8,931 RON, representing legal costs (merits and appeal).

Upholds the other provisions of the judgment under appeal.

[...]”

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

32. On 19 August 2025, the Club filed a Statement of Appeal with the CAS against the Appealed Decision, in accordance with Article R47 and R48 of the 2025 edition of the

CAS Code of Sports-related Arbitration (the “CAS Code”), and included the Player as the Respondent.

33. On 16 September 2025, the Appellant filed its Appeal Brief, within the prescribed time limit, previously extended.
34. On 18 November 2025, the CAS Court Office confirmed receipt of the Answer submitted by the Respondent on 14 November 2025, within the prescribed time limit, previously extended.
35. On 20 November 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, the Panel appointed to decide the case was constituted as follows:

Sole Arbitrator: Mr Frans de Weger, Attorney-at-Law in Haarlem, The Netherlands
36. On 1 December 2025, the CAS Court Office, on behalf of the Sole Arbitrator, invited the RFF to provide the CAS Court Office with a copy of the complete case file related to the proceedings before the RFF (the “RFF File”) by 10 December 2025.
37. On the same date and after due consultation with the Parties, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold an online hearing. In addition, the CAS Court Office noted that the Sole Arbitrator had taken due note of the Appellant’s evidentiary request and, pursuant to Article R57 of the CAS Code, has decided to request a copy of the RFF File in the current matter.
38. On 12 January 2026 and after receipt of the CAS Court Office request, the RFF noted that, since it is not a party in the present proceedings, it did not have translation costs budgeted. However, the RFF noted that it could provide the CAS Court Office and/or the Appellant with the requested filed and documents in Romanian, for the Appellant to have the relevant documents translated.
39. On 13 January 2026, the CAS Court Office acknowledged receipt of the RFF’s correspondence dated 12 January 2026. In addition, the CAS Court Office requested the untranslated version of the RFF File be provided.
40. On the same date, the RFF forwarded the untranslated version of the RFF File to the CAS Court Office.
41. On the same date, the CAS Court Office informed the Parties of the correspondence received from the RFF, as well as of the RFF File. In addition, the CAS Court Office invited the Parties to submit, by 20 January 2026, an English translation of any extract of the RFF File that they wished to be considered by the Sole Arbitrator. Lastly, the CAS Court Office noted that only English translated extracts of the RFF File would be admitted to the case file.

42. On 16 January 2026, the CAS Court Office issued an order of procedure (the “Order of Procedure”) on behalf of the Sole Arbitrator and invited the Parties to return a signed copy of it, which they did.
43. On 20 January 2026, the Appellant submitted the English translations of the RFF File.
44. On 21 January 2026, the Parties were invited to submit observations, strictly limited to the translated extract of the RFF File submitted by the Appellant on 20 January 2026, by email on or before 26 January 2026.
45. On 26 January 2026, the Respondent requested an extension from the CAS Court Office for the deadline to submit his observations concerning the translated extracts of the RFF File.
46. On the same date, the Appellant provided its observations concerning the translated extracts of the RFF File.
47. On the same date, the Respondent requested an extension from the CAS Court Office for the deadline to submit his observations concerning the translated extracts of the RFF File.
48. On 27 January 2026, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Respondent’s request for an extension would be addressed at the outset of the hearing and that, as the documents formed part of the case file of the previous instance, the Sole Arbitrator expected the Parties to take them into account when pleading their case at the hearing.
49. The hearing was held by videoconference on 28 January 2026. The Sole Arbitrator was assisted by Ms Pauline Pellaux, Counsel to the CAS. In addition, the following persons attended the hearing:
 - a) For the Appellant:
 - Mr Mincu Paul Alexandru, Counsel
 - Mr Sfaițer Cornel-Costica, Club Representative and Witness
 - Mr Postolachi Ovidiu, Club Representative
 - Ms Popa Nicoleta, Interpreter
 - b) For the Respondent:
 - Ms Anca Mituică, Counsel
50. At the outset of the hearing, the Parties confirmed that they had no objections to the constitution and composition of the Panel. In addition, the Sole Arbitrator noted that the Respondent’s request for an extension of the deadline to submit its observations on the

translated RFF File was rejected, as the documents of this file already formed part of the proceedings before the previous instances, and the Appellant did not appear to advance any substantially different arguments in relation to the translated RFF File compared to those set out in its Appeal Brief. Accordingly, the Sole Arbitrator invited the Respondent to express any such views in its pleadings during the hearing.

51. During the hearing, the Sole Arbitrator heard evidence from Mr Sfaïter Cornel-Costica (the “Witness”). Before doing so, the Sole Arbitrator informed the Witness of his duty to tell the truth. The Parties had the opportunity to examine and cross-examine the Witness.
52. At the end of the hearing, the Appellant formally requested an abstract of the Witness testimony. The Appellant’s request was based on concerns that certain terminology, particularly terms specific to the domain of sports, may not have been accurately translated by the interpreter during the hearing. Consequently, the Appellant requested that the relevant portion of the hearing be transcribed and subsequently translated by a qualified interpreter, at the expense of the Appellant, in order to enable the Sole Arbitrator to fully take into account the substance of the Witness’s testimony. The Sole Arbitrator confirmed that his decision on the Appellant’s request would be rendered in the days following the hearing.
53. The Parties were given full opportunity to present their case, submit their arguments and answer the questions from the Sole Arbitrator. At the conclusion of the hearing, the Parties confirmed that their right to be heard and their right to a fair trial had been duly respected during the hearing and that they had no objections in the manner in which the proceedings had been conducted, subject to the Appellant’s reservation regarding the granting of its request relating to the hearing of the Witness.
54. On 4 February 2026, the CAS Court Office informed the Parties that the Sole Arbitrator had granted the Appellant’s request for the recording of the Witness’ testimony, for reasons to be provided in the award, and provided the Parties with the relevant recording. The Appellant was invited to submit, within fifteen (15) days, a professional transcript by a professional and independent translator, at the Appellant’s expense and the Respondent’s right to be heard fully respected, together with its observations on such translation. The Respondent was thereafter granted ten (10) days to submit his observations strictly limited to both accuracy and substance of the translation.
55. On 24 February 2026, the CAS Court Office acknowledged receipt of the Appellant’s correspondence enclosing the translation of the hearing. In that same letter, the Respondent was granted the opportunity to submit, within ten (10) days from receipt of the present email, his observations strictly limited to such translation.
56. On 27 February 2026, the Respondent informed the CAS Court Office that the Appellant’s correspondence filed on 20 February 2026 was filed after the expiration date of 19 February 2026. Consequently, the Respondent informed the CAS Court Office that the Appellant’s correspondence of 20 February 2026 must be set aside.

57. On 2 March 2026, the CAS Court Office, after having received the Respondent's objection to the timeliness of the filing of the Appellant's correspondence of 20 February 2026, invited the Appellant to provide its comments on the Respondent's objection.
58. On 8 March 2026, the Respondent submitted his observations on the translation.
59. On 10 March 2026, the CAS Court Office informed the Parties that the Appellant had not submitted any comments as to the Respondent's objection to the timeliness of the filing of the Appellant's correspondence of 20 February 2026 but also took note of the Respondent's observations of 8 March 2026. In that same letter, the CAS Court Office informed the Parties that, unless an objection would be made, it would be considered that the Parties agree with the admission on both the Appellant's observations and translation of 20 February 2026 and the Respondent's observations and translation of 8 March 2026 on file and the closure of the evidentiary proceedings.
60. On 12 March 2026, the Appellant provided the CAS Court Office with its observations on the Respondent's submission dated 8 March 2026. In this letter, the Appellant confirmed that it agreed that the Respondent's observations and translation dated 8 March 2026 can be admitted to the file and agreed with the closure of the evidentiary proceedings.
61. On 13 March 2026, the Respondent informed the CAS Court office that it maintained its objection to the timeliness of the filing of the Appellant's correspondence of 20 February 2026.
62. On that same date, the CAS Court Office informed the Parties that the evidentiary proceedings was terminated and that a decision on the admissibility of the transcripts submitted on 20 February 2026 by the Appellant (as well as the Respondent's letter of 13 March 2026) would be made in the final arbitral award.

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

63. The Sole Arbitrator confirms that it carefully considered in his decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

64. The Club's submissions, in essence, may be summarised as follows:

Applicable law

- The RSTJF is the regulation exclusively applicable to the termination for just cause of the Employment Agreement. In this regard, Article 13 para. iv of the Employment Agreement stipulates that: *"The Player or the Club shall have the right to unilaterally terminate the contract only under the conditions and with the*

consequences provided by the FIFA/RFF Regulations on the Status and Transfer of Football Players (if applicable) ”.

- The contractual relationship between the Parties lacks any element of extraneity and, consequently, that at the domestic level, the termination of the Employment Agreement for just cause was mandatorily governed by the conditions and legal consequences set out in the RSTJF.
- The Player based his notice of default on provisions of the Civil Code (“CC”), which allow for such notice to be effected through the filing of a statement of claim. However, this approach is expressly prohibited under the RSTJF. Consequently, as the Player’s notice of default relied on a legal framework that is not applicable in the context of RSTJF, the statement of claim should have been dismissed by the RFF Appeals Committee on that basis.
- Additionally, the Club referred to Article 18 para. 10 under a) of the RSTJF, as well as Article 14bis of the FIFA RSTP.
- In light of the abovementioned, the Club noted that the national regulations, being the RSTJF, which applies with priority in the present case, is stricter than the FIFA Regulations. The RSTJF provides that the default notice sent to the Club, granting fifteen (15) days for the payment of the outstanding amounts, must be filed together with the statement of claim.
- As such, the finding in the Appealed Decision that: *“the legal basis invoked in the notice does not matter”*, is profoundly unlawful.

Flawed procedure of default notice

- In matters of termination of a contract for just cause due to non-payment of financial entitlements, the RSTJF imposes a successive procedure carried out through two distinct procedural acts:
 - 1) The notice addressed to the Club for the payment of outstanding contractual remuneration and the granting of a 15-day deadline for remedy, as a final opportunity to preserve the contractual relationship;
 - 2) The statement of claim filed before the RFF seeking the termination of the contract, in the event that the Club has failed to fulfil its payment obligations within the deadline granted.
- The default notice is not a mere formality, but serves to put the debtor Club on notice of the outstanding contractual amounts and, most importantly, the consequences of non-compliance with the creditor’s claims.
- The Statement of Claim seeking termination of the applicable contractual relationship may be filed with the NDRC of the RFF only after the expiry of

the granted deadline and only if the debtor has failed to effect payment within that deadline.

- The reasoning adopted in the Appealed Decision reduces the prior notice requirement to a purely formal act, devoid of any relevance. Serving a default notice simultaneously with the Statement of Claim makes no sense in light of the purpose of such default notice, which is to alert the debtor of the consequences of non-payment and to afford a genuine opportunity to remedy the default before the initiation of proceedings.
- In addition, the supplementary request containing the request for termination was only submitted on 31 March 2025.
- Consequently, it is clear that the mandatory regulatory provisions governing both the communication of the default notice submitted by the Player and the timing of the filing of the statement of claim before the NDRC-RFF were violated.

Defective transmission and misleading

- The Club submits that the default notice issued by the Player is formulated in a contradictory and equivocal manner, thereby generating confusion rather than clearly putting the Club on notice of an imminent termination of the Employment Agreement.
- In addition to the foregoing, under civil law a contract may be termination only by a court of law. By contract, a default notice aimed at terminating a contract for just cause must comply with certain specific requirements, namely:
 - a. It must precisely specify the outstanding amounts being claimed;
 - b. It must grant the Club a fixed deadline for payment of such arrears (15 days pursuant to the RSTJF and the FIFA RSTP);
 - c. It must state directly and unequivocally the Player's intention to seek a declaration of termination of the contract with just cause in the event of non-payment within the granted deadline.
- The payment deadlines indicated in the default notice as issued by the Player referred to ten (10) and fifteen (15) days. In the event of non-compliance with the 10-day deadline, the Player stated that he will seek legal costs. In the event of non-compliance with the 15-day deadline, the Club was informed that a petition to initiate insolvency proceedings would be filed. Finally, in the event

of non-payment, without specifying within what deadline, the Player reserved his right to additionally request the earlier termination of the Employment Agreement.

- The default notice issued by the Player does not clearly and unequivocally express the Player's intention to terminate the Employment Agreement in the event of non-payment by the Club; rather, it merely states that the Player reserves the right to do so, thereby implying an undefined future possibility. The request for termination of the Employment Agreement was only filed though a supplementary request on 31 March 2025.
- As such, it is evident that the default notice as issued by the Player is ambiguous with regard to the relevant payment deadline. Consequently, it cannot be considered compliant with the applicable regulations.

65. On this basis, the Club submitted the following requests for relief in its Appeal Brief:

"I. To declare the present appeal admissible.

II. To annul in its entirety Decision no. 7 of 3 July 2025 rendered by the Appeal Committee of the Romanian Football Federation in case no. 4/CR/2025.

III. To confirm and uphold Decision no. 47, rendered on 7 May 2025 by the National Dispute Resolution Chamber (NDRC) of the Romanian Football Federation, as the final and binding decision in the resolution of the dispute between the parties.

IV. To order the Respondent to bear all arbitration costs, including the CAS administrative fees and arbitrators' fees, as well as the full payment of attorneys' fees and other expenses incurred by the Appellant in connection with the present proceedings."

B. The Respondent

66. The Player's submissions, in essence, may be summarised as follows:

Applicable Law and Procedural Aspects

- The Appeal Brief filed by the Club deliberately confuses the applicable rules of substantive law and the rules of procedural law applicable to the case. Nevertheless, the Player asserts that the applicable law had been established in Articles 1, 13 and 17 of the Employment Agreement, through which the Parties mutually agreed on the possibility of unilateral termination of the Employment Agreement, subject to the conditions and consequences provided for under the RSTJF, as well as the FIFA RSTP.
- Furthermore, the Player recalls, both before the RFF committees and as confirmed in decisions rendered by the CAS, in the absence of procedural law

rules within the RFF regulations, the provisions of the CC are applicable. In this context, the Player specifically refers to CAS 2023/A/9656.

- In addition, as was discussed in greater detail during the hearing conducted on 28 January 2026, the Respondent argued that the CAS is precluded from ruling on the admissibility, mootness and timeliness of the Respondent's supplementary submission, since the Appellant did not challenge this issue following the decision rendered at first instance by the RFF NDRCC. The Respondent therefore submits that the matter is res judicata.

Termination with just cause

- The primary legal basis for the request to terminate the Employment Agreement, as submitted on 31 March 2025, is set out in the provisions of Article 18 para. 10 under a, sentence three of the RSTJF, due to the refusal of the Club to pay the outstanding financial rights due to the Player.
- As the Appeal Brief filed by the Club does not challenge the Appealed Decision with regard to the conditions for termination with just cause due to the Club's non-payment of the Player's financial entitlements, the Player refers to the conditions as already set out in the Appealed Decision, which will be further set out below, and which provides as follows:
 - a. There must be contractual arrears for a period of more than 60 days;
 - b. The player must send the club a notice of default;
 - c. The club must be given 15 days to fulfill the financial obligations;
 - d. The club must fail to pay the financial obligations within the 15-day period.

Contractual arrears for a period of more than 60 days

- On 13 March 2025, the Player lodged a claim against the Club in respect of outstanding salaries for the months of August 2024, December 2024, and January 2025, as well as contractual performance-related bonuses amounting to EUR 900 for scoring two goals during the 2023/2024 season and EUR 1,200 for scoring three goals during the 2024/2025 season.
- The Club did not dispute, either in the procedure before the RFF NDRC or in its Appeal Brief, that it was indebted to the Player on 13 March 2025.
- In the Appeal Brief, the Club asserts, without providing further details, that all amounts due were paid on or between 1 and 2 April 2025. The Player observes that the relevant amounts were in fact paid on 2 April 2025.

Consequently, the Club confirms that the financial entitlements were settled only after the expiry of the 15-day deadline granted.

Notice of default

- The Player submits that, on 13 March 2025, the Club received the Player's claim and notice of default, both through direct communication from the Player and via the RFF NDRC's secretariat, together with the summons for the first hearing scheduled on 26 March 2025.
- As such, on two separate occasions, the Club was made aware of the Player's request for payment of his outstanding financial entitlement in the amount of EUR 12,000 net.
- Irrespective of whether the Player referred to a 10-day deadline to avoid court costs, a 15-day deadline to avoid the initiation of insolvency proceedings, or a 15-day deadline to prevent termination of the contractual relationship with just cause by the Player, the Club remained entirely passive and failed to make even a partial payment.
- With regard to the CC, the Player submits that Article 1522 merely provides the procedural basis for issuing a notice of default, which may be sent together with the claim. The substantive law governing the termination of the contractual relationships is set out in Article 18, para. 18, under a, sentence three, of the RSTJF of the RFF.

Granted deadline of 15-days

- The notice of default addressed to the Club granted a 15-day deadline for the payment of the financial entitlements owed to the Player. In addition, the request for termination of the Employment Agreement was not filed on 28 March 2025 but, acting in good faith, was postponed until 31 March 2025.

Non-fulfillment within the granted deadline of 15-days

- The Club failed to fulfil its financial obligations towards the Player until 2 April 2025. Accordingly, only 20 days after the Player submitted the request for termination of the Employment Agreement did the Club pay the outstanding amount of RON 20,903.40, corresponding to the August 2024 salary in the amount of EUR 3,300 and the performance-related bonuses for the 2023–2024 season in the amount of EUR 900.
- In addition, on the same date, the Club paid the Player an amount of RON 38,820.60, corresponding to EUR 7,800, which fully settled the salaries for December 2024 and January 2025, as well as the performance-related bonuses for the 2024-2025 season.

- Accordingly, in light of the four requirements set out in Article 18, para. 18, under a, the Player concludes that, as of 31 March 2025, the prerequisites for termination of the Employment Agreement with just cause by the Player were satisfied.

67. Based on the foregoing, the Player submitted the following requests for relief in his Answer:

“Base [sic] on article R57 of the CAS Code we request the CAS to issue an arbitral award in which:

- a) *To dismiss the appeal filed by Club Politehnica against the Decision no. 7 passed by the Appeal Committee of R.F.F. on July 3, 2025 and to uphold the appealed decision as founded and legal.*
- b) *Pursuant to art. R64.5 of the CAS Code we ask you to compel the Appellant to pay the costs generated to the player Andrei Cosmin Gheorghită, as Respondent in this case, representing attorney fee and translation costs.”*

VI. JURISDICTION

68. Article R47, para. 1 of the CAS 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.”

69. The Appellant, referring to Article 37.18 of the RSTJF, states that decisions of the RFF Recourse Committee are final and enforceable at the domestic level from the date of their pronouncement and may be challenged only before the CAS within 21 days from communication.

70. In this regard, the Appealed Decision provides as follows:

“The decision can be appealed to TAS within 21 days of its communication.”

71. The Sole Arbitrator further notes that the Parties did not dispute the jurisdiction of the CAS and confirmed it by signing the Order of Procedure.

72. On the basis of the foregoing, the Sole Arbitrator concludes that CAS has jurisdiction to decide the present dispute.

VII. ADMISSIBILITY

73. Article R49 of the CAS Code reads as follows:

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

74. The Appealed Decision provides as follows:

“The decision can be appealed to TAS within 21 days of its communication.”

75. Under Article 37.18 of the RSTJF, decision adopted by RFF appeal bodies, such as the RFF Recourse Committee, can be appealed within 21 days after their notification.

76. In the light of the foregoing, the Sole Arbitrator finds that the time limit of 21 days as set by Article 37.18 of the RSTJP as well as the Appealed Decision applies.

77. In that regard, the Appealed Decision was received by the Club on 31 July 2025 and the Club filed its Statement of Appeal on 19 August 2025. Therefore, the appeal was filed within the deadline of 21 days set by the Appealed Decision, as well as Article R49 CAS Code.

78. Furthermore, the appeal complied with all other requirements of Article R48 CAS Code.

79. Consequently, it follows that the appeal is admissible.

VIII. APPLICABLE LAW

80. Article R58 of the CAS Code 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”.

81. Article 1 of the Employment Agreement reads as follows:

“The Parties hereby agree:

- i. to act in accordance with the laws of Romania, applicable collective agreements, the rules and regulations of FIFA, UEFA and the Romanian Football Federation when exercising the rights and obligations under this Contract.”*

82. Article 13, under iv, of the Employment Agreement reads as follows:

“The player or the club shall have the right to unilaterally terminate the contract only under the conditions and with the consequences set out in the FIFA/FRF Regulations on the Status and Transfer of Football Players (as applicable).”

83. Article 17 of the Employment Agreement reads as follows:

“[...]

vi. *Terms that are not expressly defined herein shall have meanings that correspond to the definitions of the respective terms in the statutes and regulations of FIFA, UEFA and the Romanian Football Federation.*

vii. *Without prejudice to the priority mandatory provisions of the Romanian legislation and the mandatory rules contained in the FIFA and FRF regulations, the provisions of this contract take precedence over the regulations of the Romanian Football Federation if the latter contain provisions less favourable to the player. In such a situation, the provisions that are more favourable to the player shall apply.*

[...]

x. *The provisions of the Romanian legislation in force (including the Regulations of the FRF) shall apply directly to all matters not covered by this contract*

[...].”

84. The Preamble to the RSTJP, *inter alia*, states as follows:

“3. *The provisions of these regulations are binding for all clubs affiliated to the RFF and CFA, for PFL member clubs, for players, coaches, and players’ agents. Any and all disputes shall be settled on the basis of these rules.*

[...]

6. *If the provisions of these regulations provide to be insufficient, the relevant FIFA or UEFA regulations shall apply.”*

85. From the above provisions, the Sole Arbitrator notes that paras. 3 and 6 of the Preamble to the RSTJP clearly require all disputes to be resolved by applying the RJSTP, and if insufficient, FIFA and UEFA rules and regulations.

86. Having the above in mind, pursuant to Article R58 of the CAS Code, the Sole Arbitrator recalls that he must primarily apply the “*applicable regulations*”, being the Parties’ choice of law relevant only “*subsidiarily*”.

87. In the present case, the “*applicable regulations*” undoubtedly include the regulations of the RFF (in particular the RSTJP) as the rules of the association that issued the Appealed Decision (see e.g. CAS 2015/A/3896, at para. 72).

88. As such, the Sole Arbitrator is of the view that in the hierarchy of the “*applicable regulations*” the RFF regulations take precedence, with FIFA and UEFA regulations to be applied in case there are issues concerning the employment relationship at stake that

cannot be fully and satisfactorily solved by referring to the RFF regulations, as provided for in para. 6 of the Preamble to the RSTJP.

89. Furthermore, the Sole Arbitrator notes that the reference to FIFA regulations also leads to the application, as a further source of law to be applied in a subsidiary manner, of Swiss law, pursuant to Article 49 (2) FIFA Statutes (Ed. 2024).
90. Additionally, as Article R58 of the CAS Code refers to the subsidiary application of the law chosen by the parties, and as in the case at hand the Parties have specifically referred to “*the laws of Romania*” as well as “*the Romanian legislation in force*”, this law shall apply on a subsidiary level.
91. In this regard, the Sole Arbitrator wishes to emphasise that, following the so-called ‘Haas-doctrine’, Article R58 CAS Code “*serves to restrict the autonomy of the parties, since even where a choice of law has been made, the ‘applicable regulations’ are primarily applied, irrespective of the will of the parties. [...] Hence any choice of law made by the parties does not prevail over Art. R58 of the CAS Code, but is to be considered only within the framework of Art. R58 of the CAS Code and consequently affects only the subsidiarily applicable law.*” (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 –, Bulletin TAS / CAS Bulletin, 2015/2, p. 11-12)
92. While the ‘Haas-doctrine’ is not binding on the Sole Arbitrator, the Sole Arbitrator finds it persuasive in its approach and will, therefore, be followed (see also, *inter alia*, CAS 2016/A/4846).
93. Considering the above, and on the basis of Article R58 of the CAS Code, the Sole Arbitrator concludes that the regulations governing the dispute shall be applicable, which primarily concern the RFF regulations, in particular the RSTJP. Where the RFF regulations are insufficient to address certain matters, the FIFA and UEFA regulations shall apply, as indicated in the RSTJP Preamble, with Swiss law and Romanian law serving as a subsidiary source where necessary.

IX. PRELIMINARY ISSUES

94. Before turning to the examination of the main issues, as set out below, the Sole Arbitrator has to address several preliminary issues, that were raised by the Parties in the course of the proceedings. These include:
 - a) The Respondent’s request for an extension of the time limit to file his observations on the translation of the RFF File;
 - b) The Appellant’s request for a transcript, together with the subsequent submission of a translation of the Witness’ testimony; and

- c) The admissibility of the transcript submitted on 20 February 2026 by the Appellant as well as the Respondent's letter of 13 March 2026.

a) *Extension time limit to file its observations on the translation of the RFF File*

95. The first preliminary issue that the Sole Arbitrator must address is the Respondent's request for an extension of the time limit to file his observations on the translation of the RFF File.
96. The Sole Arbitrator notes that two days before the hearing, i.e. on 26 January 2026, the Respondent sent a request to the CAS Court Office for an extension of the deadline to submit his observations on the translated RFF File.
97. At the outset of the hearing, which took place on 28 January 2026, the Sole Arbitrator denied the request for such an extension. In doing so, the Sole Arbitrator briefly outlined the rationale for this decision, indicating that a more detailed explanation would be set out in the final arbitral award. As such, the Sole Arbitrator sets out the following, more detailed reasoning.
98. When making his decision to reject the Respondent's request for an extension of the deadline to submit his observations on the translated RFF File, the Sole Arbitrator took into account that the documents contained therein already formed part of the proceedings before the previous instances.
99. In addition, the Sole Arbitrator notes that the Respondent had already been in a position to take note of the translated RFF File since 20 January 2026, when the CAS Court Office invited the Respondent to share his comments, thus having a period of seven days to review the documentation. That same time limit equally applied to the Appellant, that nevertheless submitted its observations within the prescribed deadline.
100. Moreover, which was also taken into account when making his decision to reject the request, the Sole Arbitrator notes that the Appellant did not appear to advance any substantially new or different arguments in relation to the translated RFF File beyond those already set out in its Appeal Brief. In other words, the arguments raised were a continuation of previous arguments.
101. Finally, and in order to safeguard the Respondent's rights of defence on this particular matter, the Sole Arbitrator invited the Respondent to present any observations or comments he might have in this respect during his pleadings at the hearing. As such, the Respondent was not deprived of any rights to share his observations on the translation of the RFF File.
102. In light of above, the Sole Arbitrator decided to reject the Respondent's request for an extension of the time limit to file his observations on the translation of the RFF File.

b) *Transcript and translation of the Witness' testimony*

103. The next preliminary issue to be addressed by the Sole Arbitrator relates to the Appellant's request for a transcript of the Witness' testimony, which request was made at the end of the hearing. The Appellant sought to have this transcript subsequently translated by an interpreter at its own expense, on the basis that it had concerns that certain sport-specific phrase had not been accurately translated into the appropriate sports terminology. The Appellant considered this to be of particular importance in order to ensure that the Sole Arbitrator had a complete and precise understanding of the Witness' testimony. On 4 February 2026, the CAS Court Office informed the Parties that the Sole Arbitrator has decided to grant such request and that the reasons for it would be given in the award to be issued. The Sole Arbitrator explains as follows.
104. As a starting point, the Sole Arbitrator notes that, in accordance with Articles R29, R44.2, R57, and R65.3 of the CAS Code, any party that engages the services of an interpreter is also responsible for that interpreter with regard to their presence at the hearing, the costs incurred, and the accuracy of the interpretation provided (see, *inter alia*, CAS 2022/A/8690). As such, the onus of providing a clear and accurate translation and interpretation lies with the parties (see also, *inter alia*, CAS 2019/A/6148).
105. Therefore, and for the sake of clarity, it follows that CAS cannot, as a matter of principle, be held accountable for any translation issues that may arise.
106. Notwithstanding the above, under the circumstances, the Sole Arbitrator deemed it appropriate to grant the Appellant the opportunity to submit a written translation of the Witness' testimony. Most importantly, the Sole Arbitrator finds it of importance to have an accurate and precise translation of the Witness' testimony in order to take the testimony into account when making his decision on the outcome of the present case. Therefore, the Appellant's request was accepted. In this regard, and bearing in mind the fundamental principle of due process and the Parties' right to be heard, the Respondent was given, and made use of, the opportunity to submit his observations strictly limited to such translation as to both accuracy and substance of the translation.
 - c) *The admissibility of the transcripts submitted on 20 February 2026 by the Appellant as well as the Respondent's letter of 13 March 2026*
107. The final preliminary issue, before addressing the merits, is related to the admissibility of the transcripts that was submitted by the Appellant on 20 February 2026 (as well as the Respondent's letter of 13 March 2026). In this respect, the Sole Arbitrator observes that per email of 4 February 2026, the Appellant was invited to submit, within fifteen (15) days from the receipt of the present email, a professional transcript and translation of the testimony. On 20 February 2026, the Appellant sent the transcript and translation to the CAS Court Office, which was acknowledged by the CAS on 24 February 2026.
108. As set out above, the Sole Arbitrator observes that on 27 February 2026, the Respondent informed the CAS Court Office that the Appellant's correspondence filed on 20 February 2026 was filed after the expiration date of 19 February 2026, and consequently, as was maintained by the Respondent in later correspondence dated 27

February 2026 and 13 March 2026, it requested the CAS Court Office that the Appellant's correspondence of 20 February 2026 must be set aside.

109. On 13 March 2026, the CAS Court Office informed the Parties that a decision on the admissibility of the transcripts submitted on 20 February 2026 by the Appellant as well as the Respondent's letter of 13 March 2026 would be made in the final arbitral award. As such, the Sole Arbitrator has decided to admit the transcripts submitted on 20 February 2026 by the Appellant as well as the Respondent's letter of 13 March 2026, for the following reasons.
110. The Sole Arbitrator, thereby having in mind that the Appellant did not make use of the invitation of the CAS Court Office to submit further comments as to the objection that was raised by the Respondent, agrees with the Respondent that the transcript and the translation of the testimony was filed one day after the deadline.
111. Notwithstanding the Respondent's objection and despite the fact that the transcript and the translation of the testimony were not filed within the respective deadline, the Sole Arbitrator, as set out above, attaches much value to the Witness' testimony when making his decision on the outcome of the present case and finds the submissions pertinent to establish the facts of the case. In this regard, and under the circumstances, the Sole Arbitrator notes that it is justified, in view of Article R44.3 and R57 of the CAS Code, to admit the transcript and the translation of the testimony to the file, taking into account that the documents are a further reflection of what has already been testified during the hearing in the presence of the Parties. The submissions, not only from the Appellant dated 20 February 2026 but also the Respondent's letter of 13 March 2026, are strictly related to the testimony and assists the Sole Arbitrator to get more clarity on what has been exactly testified by the Witness.
112. Also, thereby recalling that the Respondent was given, and made use of, the opportunity to submit his observations strictly limited to such translation as to both accuracy and substance of the translation, which he did on 13 March 2026, as set out above, the Sole Arbitrator observes that the Appellant noted, with satisfaction, that the Respondent's observations were perfectly aligned with the transcripts as was submitted by the Appellant, thereby noting that there was no contradiction between the Respondent's "corrections" and the transcripts as were provided by the Appellant.
113. Therefore, also in view of truth-finding, and also attaching much value to the fact that the Parties are in agreement as to the final result of the translation of the Witness' testimony, the Sole Arbitrator has decided to admit the transcripts submitted on 20 February 2026 by the Appellant. Similarly, the Sole Arbitrator has further decided, also having in mind that no objection was made by the Appellant against it, to admit the Respondent's letter of 13 March 2026.
114. Now, with the acceptance of the above submissions of both Parties, the Sole Arbitrator has in file an accurate transcript and translation supported by both Parties as to its accuracy. When making his decision, the Sole Arbitrator notes that the content of the

Witness' testimony has been duly considered and properly understood within the context of the present proceedings.

115. The Sole Arbitrator can now turn to the substantive points, to be examined in sequence.

X. MERITS

A. The Main Issues

116. The present case centers in essence around the question whether the RFF Recourse Committee rightfully accepted the termination of the Employment Contract by the Player, which was confirmed by means of the Appealed Decision. In this regard, the Sole Arbitrator notes that the Parties raised several arguments in order to support their positions regarding the termination, more specifically in relation to Article 18.10 lit a) RSTJP, which is considered to be the guiding provision to assess the validity of the termination. The Sole Arbitrator observes that the Parties are in agreement as to the applicability of such provision, but notes that the Parties strongly disagree on its interpretation and take different positions, particularly in relation to the conditions that need to be fulfilled. With this in mind, the Sole Arbitrator will assess whether the RFF Recourse Committee rightfully accepted the termination of the Employment Contract, also specifically focusing on the conditions under Article 18.10 lit a) RSTJP.
117. Before doing so, the Sole Arbitrator wishes to further note that during the course of the present CAS proceedings, the Appellant has submitted several arguments concerning the procedural aspects of the case that were also raised before the RFF NDRC. In particular, the Appellant has contested the admissibility, the timeliness, and the mootness of the supplementary submission that was submitted by the Respondent before the RFF NDRC. On this point, the Sole Arbitrator observes that the Respondent argues that the first instance decision as issued by the RFF NDRC on these procedural issues is final and cannot be raised in the present CAS proceedings any longer as these procedural issues were dismissed by the RFF NDRC and the Appellant did not appeal against this first instance decision. In this respect, the Sole Arbitrator brings in mind that it was indeed only the Respondent that appealed the decision of the RFF NDRC.
118. Therefore, the Sole Arbitrator will first establish the scope of his review in order to decide whether, as argued by the Respondent, the Appellant's arguments, as set out above, cannot be raised any longer by the Appellant in the present CAS proceedings.
119. In view of the above, the Sole Arbitrator notes that the main issues that need to be determined by the Sole Arbitrator in the present proceedings are therefore the following:
- a) What is the scope of the Sole Arbitrator's review?

- b) Has the RFF Recourse Committee rightfully accepted the termination of the Employment Contract and have the requirements as set out in Article 18.10 lit. a) of the RSTJP been fulfilled?

a) What is the scope of the Sole Arbitrator's review?

120. As set out above, during the course of the present CAS proceedings, the Appellant has submitted several procedural arguments, that were also raised during the first instance proceedings before the RFF NDRC. In particular, before the RFF, the Appellant has contested the admissibility, timeliness and mootness of the supplementary submission containing the request for termination, as was submitted by the Respondent in the proceedings before the RFF NDRC on 31 March 2025.
121. As to these issues, the Respondent submits that, since the Appellant did not lodge an appeal against the first-instance decision of the RFF NDRC dated 7 May 2025, the rulings made therein by the RFF NDRC in relation to these procedural issues, which was to dismiss the Appellant's requests with respect to inadmissibility, lateness and mootness of the supplementary submission as filed by the Respondent before the RFF NDRC on 31 March 2025, have now become final and binding. In addition, the Respondent is of the view that, in accordance with Article 472 of the Romanian Civil Code, the Appellant had the possibility to file an incident appeal against the First Instance Decision, but failed to do so. Based on the foregoing, the Respondent argues that those procedural rulings are no longer open to appeal and should therefore fall outside the Sole Arbitrator' scope of review in the present CAS proceedings.
122. Having the above positions in mind, the Sole Arbitrator starts his analysis by making reference to Article R57 of the CAS Code following which "[t]he Panel has full power to review the facts and the law" (the so-called "*de-novo*" review).
123. As repeatedly stated in established CAS jurisprudence, by reference to this provision, the CAS appeals arbitration procedure entails a *de novo* review of the merits of the case, and is not confined merely to deciding if the ruling appealed was correct or not.
124. Accordingly, the Sole Arbitrator will make an independent determination as to the merits (see, *inter alia*, CAS 2022/A/9078, CAS 2022/A/8651, CAS 2007/A/1394).
125. The Sole Arbitrator further notes that the Appellant prevailed in the first instance decision of the RFF NDRC. In fact, the RFF NDRC rejected the Respondent's request for termination of the Employment Contract. As such, the Sole Arbitrator finds that the Appellant was not "aggrieved", which is a requirement to have standing for lodging an appeal. In other words, now that the Appellant had prevailed in the first instance proceedings it did not have to bring a separate appeal if it wants to challenge any circumstances which were asserted in the first instance decision (see, *inter alia*, CAS 2025/A/4162; CAS 2018/A/5628; and CAS 2009/A/1880).

126. In view of the above, the Sole Arbitrator therefore deems, contrary to the Player, that the Club was not deprived of appealing the dismissal of its pleas of inadmissibility, lateness and mootness before CAS and could have done so.
127. However, the Sole Arbitrator notes that before CAS, the Club does not explicitly challenge the admissibility, timeliness and mootness of the Supplementary Submission by which the Player requested the termination of the Employment Contract. While the Club does refer to the timeliness, mootness and alleged lateness of that Supplementary Submission, its request for relief ultimately exclusively challenged the rightfulness of the termination of the Employment Contract and expressly requested without any reservation, “*III. To confirm and uphold Decision no. 47, rendered on 7 May 2025 by the National Dispute Resolution Chamber (NDRC) of the Romanian Football Federation, as the final and binding decision in the resolution of the dispute between the parties*”, which operative part expressly dismissed its pleas of inadmissibility, lateness and mootness of the Supplementary Submission.
128. In light of the above, the Sole Arbitrator deems that he can, and shall, review the rightfulness of the termination of the Employment Agreement.
- b) Has the RFF Recourse Committee rightfully accepted the termination of the Employment Contract and have the requirements as set out in Article 18.10 lit. a) of the RSTJP been fulfilled?**

➤ *Introductory comments*

129. Before addressing the arguments of the Parties that are specifically related to Article 18.10 lit a) RSTJP and to assess whether the Player was entitled to terminate his Employment Contract under that specific provision, in particular whether or not the conditions are met as mentioned in such provision, the Appellant argues that the RFF Recourse Committee failed to consider the factual circumstances of the present case which circumstances would have justified a different outcome in the present matter.
130. Therefore, the Sole Arbitrator will first specifically address these arguments and assess whether this would make that the RFF Recourse Committee should have decided differently.
131. In this regard, the Appellant refers to the Player’s actual financial situation and that he was duly remunerated by the hiring club, i.e. the Romanian professional football club Fotbal Club FCSB S.A., and that he was not suffering financially. For this reason, so understands the Sole Arbitrator, the termination would not be justified. The Sole Arbitrator however fails to see the relevance of the fact that the Player was duly remunerated by the hiring club in light of his termination. In any event, the remuneration of the Player under his new contract does not exclude any of his rights for termination.
132. The same applies to the Appellant’s position that the RFF Recourse Committee did not take into account the Club’s loss of the transfer fee in the amount of EUR 230,000 to be

due by Fotbal Club FCSB S.A. in case of a permanent transfer, which rights were affected by the Player's termination. Again, the Sole Arbitrator does not see why these circumstances would be relevant in light of the question whether the Player was entitled to terminate the Employment Contract, leaving aside that it only concerned an option for the hiring club to pay a transfer fee for taking over the Player on a permanent basis. It was no guaranteed payment which was to be paid in any event.

133. Having the above in mind in light of the specific circumstances of the case, the Sole Arbitrator fails to see why the above circumstances should have led to a different outcome in the first instance proceedings. As a matter of fact, for the Sole Arbitrator, at the end, it comes down to the question whether the Respondent was entitled to terminate the Employment Contract and whether the conditions in accordance with Article 18.10 lit. a) of the RSTJP are met. Only by analysing the conditions under such provision, the Sole Arbitrator can assess whether or not the RFF Recourse Committee rightfully accepted the termination of the Employment Contract. Therefore, in the next paragraphs the Sole Arbitrator will specifically focus on Article 18.10 lit. a) of the RSTJP, particularly whether the conditions thereunder are met.

➤ **Article 18.10 lit. a) of the RSTJP**

134. Article 18.10 lit. a) RSTJP states:

“Players and clubs may invoke just cause and just sporting cause for the unilateral termination of contracts and/or registration for the following reasons:

a. Players:

[...]

- *their contractual rights have not been paid for a period exceeding 60 days from the due date of the obligations, only after they have sent a notice of default to the club and given it a period of at least 15 days to fulfil its obligation due on the date of notification and specified therein, and the club has not fulfilled its obligation to pay, within the period granted by the notice, all outstanding amounts provided for in the document issued by the player. The notice addressed to the club shall be communicated to it by any means, namely e-mail, fax, registered letter with acknowledgement of receipt and declared content or bailiff. The players' request addressed to the CCSR Secretariat of the AJC must be accompanied by proof of notification to the club.*
- [...]*”

135. Based on the abovementioned provision, the Sole Arbitrator notes that Article 18.10 lit. a) of the RSTJP, essentially contains four requirements that need to be met:

1. Contractual rights have not been paid for a period of more than 60 days;
2. A notice of default has been provided;
3. A period of fifteen (15) days has been given to fulfil the financial obligations; and

4. All outstanding amounts provided for in the default notice have not been paid within the granted period of fifteen (15) days.

136. In view of the above provision, the Sole Arbitrator will now assess each of the four conditions, thereby taking into account the Parties' positions as to its interpretation.

1. Contractual rights have not been paid for a period of more than 60 day

137. As to the first condition, the Sole Arbitrator observes that, at the time the Player's statement of claim, default notice, and supplementary application were filed before the NDRC of the RFF, the following salaries and bonuses owed by the Club to the Player remained unpaid:

- 9,900 euro net for the salary of August 2024, unpaid since 15 September 2024;
- 9,900 euro net for the salary of December 2024, unpaid since 15 January 2025;
- 9,900 euro net for the salary of January 2025, unpaid since 15 February 2025;
- 900 euros net for the bonuses achieved in the 2023-2024 season, unpaid since 31 December 2023; and
- 1,200 euro net for the bonuses achieved in the 2024-2025 season, unpaid since 31 December 2024.

138. The abovementioned salaries and bonuses remained unpaid until the period between 1 and 2 April 2025, as set out above. As such, the relevant payments had remained outstanding for a significant period of time, at the longest approximately 450 days.

139. The Sole Arbitrator notes that the Parties were also not in dispute as to the abovementioned outstanding amounts, together with their respective due dates, and the timing of their fulfilment.

140. Consequently, the Sole Arbitrator deems the first requirement as stipulated in Article 18.10 lit a) RSTJP to be fulfilled.

2. A notice of default has been provided

141. As to the second condition, it is undisputed between the Parties that the Player sent a default notice to the Club on 13 March 2025 by email.

142. The Sole Arbitrator notes that the default notice, as provided by the Player to the Club in the statement of claim before the RFF NDRC, reads as follows:

"NOTIFICATION OF PLACEMENT IN DEFAULT

whereby we request C.S.M.I Iași, within 10 days from the date of receipt of this, to communicate to us proof of payment of the net amount of 12.000 euros, otherwise they will be requested to pay the court costs.

In the event of non-payment, within 10-days from the date of receipt of this, we request C.S.M.I Iași to pay the entire net amount of 12.000 euros, within 15 days from the date of receipt of this, otherwise a request will be made to initiate insolvency proceedings, in relation to the presumed insolvency state.

In the event of non-payment, we reserve the right to request the termination of contractual relations ahead of schedule as well.”

143. In this regard, also during the hearing, the Appellant asserted that it did not consider the notice of default to be sufficiently clear. In support of this argument, the Appellant stated that the notice of default was included towards the end of the statement of claim as filed before the RFF NDRC and maintained that, as a matter of common practice, the concluding sections of documents are not read with the same level of attention as their opening sections. According to the Appellant, this placement allegedly prevented the notice from being thoroughly noted.
144. The Sole Arbitrator does not agree with the Appellant.
145. The Sole Arbitrator notes that it is clear that the Club duly received the default notice. It is undisputed that the default notice was sent to the correct email address, namely the address designated for correspondence in the Employment Agreement. Accordingly, the default notice was correctly communicated by the Player.
146. The Sole Arbitrator also finds that the Club was also able to take proper note of its content. The Sole Arbitrator is aware that the notice of default was included towards the end of the statement of claim as filed before the RFF NDRC but this cannot exculpate the Club from its responsibility to also read it with the same level of attention as their opening sections. Again, the default letter was effectively brought to the Club's attention. The Sole Arbitrator therefore dismisses the argument raised by the Appellant, also during the hearing, that the notice of default lacked clarity due to its placement within the Player's statement of claim.
147. The Sole Arbitrator also takes note of the Appellant's submission that the default notice did not refer to Article 18.10 lit. a) RSTJP. The Sole Arbitrator can also not agree with the Appellant in this respect.
148. The Sole Arbitrator does not see why the absence of any such reference would make the default letter insufficiently clear. As a matter of fact, it does not follow from the above Article 18.10 lit. a) RSTJP that any reference to this provision is a precondition for its validity. What is more, the mentioning or not of Article 18.10 lit. a) RSTJP would not make the *rationale* behind the default letter any different, which comes down to a request by the creditor, i.e. the Player, to give another chance to the debtor, i.e. the Club, to make payment within a certain period of time in the absence of which a termination could occur. Such rationale is also in line with what was raised by the Appellant, which was that a notice is intended to alert the debtor club regarding the outstanding contractual amounts and the consequences of failing to comply with the creditor's claim.

149. In view of the above, it is entirely clear to the Sole Arbitrator, again having the above notice in mind, that the default letter made it sufficiently clear to the Club that amounts were outstanding and that any consequences would potentially result in the termination of the Employment Contract. Any arguments from the Appellant that it did not consider the notice of default to be sufficiently clear are without merit.
150. The Sole Arbitrator also brings in mind that the Witness confirmed during his testimony at the hearing that the Witness had been aware, already before the date of the default notice of 13 March 2025, that outstanding amounts were due and payable to the Player. As such, the Sole Arbitrator cannot accept the position of the Appellant that the Club's representatives were actually taken by surprise when receiving the default letter on 13 March 2025. If they were, the Sole Arbitrator finds it is still the responsibility of a club to be aware of the existence of outstanding payments to its employees, and at least this cannot be a valid reason to exculpate its responsibility thereto.
151. In this respect, and for the sake of clarity, the Sole Arbitrator also refers to the Temporary Transfer Agreement that was concluded by the Club with the Romanian professional football club Fotbal Club FCSB S.A. for the temporary transfer of the Player. In fact, it also explicitly follows from Article 4 par. 2 of the Temporary Transfer Agreement, which was concluded on 3 February 2025 and so long before the default letter dated 13 March 2025, that the Club remained under the obligation to pay the Player his financial right until the date of the temporary transfer. A similar provision was included in Article 3 of the Addendum, concluded on 6 February 2026.
152. In other words, the Club was very well aware, already on 3 February 2026, that payments were due, this also making the Appellant's position that it was not possible for the Player to terminate the Employment Contract as long as he was under a temporary transfer, without any merit. As such, the Appellant's reference to Article 19 par. 2.1, letter a) of the RSTJP, from which it derives that during the temporary transfer the execution of the provisions under the Employment Contract are suspended, cannot be of any assistance and, and at the least, do not exclude any termination rights for the Player, all the more so now that payments were already due to the Player long before the moment the Player transferred on a temporary basis and the Club remained responsible, which was thus reflected by means of the Article 4 par. 2 of the Temporary Transfer Agreement as well as Article 3 of the Addendum, as set out above.
153. As to the default notice, the Sole Arbitrator further observes, which was also one of the procedural issues that was raised in the first instance proceedings before the NDRC of the RFF, that the Appellant argues that the default notice was procedurally irregular. This was, so the Appellant argued, because the Respondent filed his notice of default, in relation to outstanding payments by the Club to the Player on 13 March 2025, simultaneously to the statement of claim before the NDRC of the RFF, and, in this way, the Recourse Commission reduced the default notice to a purely formal act, devoid of any relevance. As such, so was further argued by the Appellant, the Player's strategy of grounding his default notice on the provisions of the Romanian Civil Code

(“RCC”), solely in order to conveniently invoke Article 1522 para. 1 of the RCC, which allows the debtor to put in default even through the statement, could not be accepted. In fact, the Appellant argues that the procedure for termination is solely governed by Article 18.10 lit. a) of the RSTJP, which provision imperatively provides, through the use of the word “mandatory”, that a default notice, granting 15 days for the payment of the outstanding amounts, should be filed together with the statement of claim.

154. In this regard, the Respondent, on the other hand, argues that the default notice was communicated on 13 March 2025, to the Club’s e-mail address as stipulated in the Employment Agreement. Subsequently, the supplementary application was made in a separate document on 31 March 2025. The Respondent refers to Article 1522 of the RCC which states that “*the debtor may be placed in default either by a written notice in which the creditor requests the performance of the obligation, or by a claim*”, as well as “*unless otherwise provided by law or by contract, service shall be effected on the debtor by a bailiff or by any other means which provides proof of service*”. The aforementioned represents nothing more, so was argued by the Respondent, than the basis for procedural rules for which a notice of default may be sent together with the claim. The substantive law rules applicable to the termination of contractual relationships are and remain the provisions of Article 18.10 lit. a) of the RSTJP.
155. Having the above positions in mind in relation to this procedural issue, the Sole Arbitrator observes that Article 18.10 lit. a) of the RSTJP does not contain any provision explicitly prohibiting the simultaneous submission of a default notice together with the statement of claim. Although this was stated in the Appeal Brief by the Appellant, during the hearing, when confronted with such question by the Sole Arbitrator, it was confirmed by the Appellant that no such explicit provision existed. By the same token, the Appellant failed to identify any other regulatory provision on the basis of which such a submission would be impermissible. On the contrary, the relevant provisions of the RCC, to which the Respondent refers, appear to expressly allow for this possibility. It is true that Article 18.10 lit. a) of the RSTJP is the leading provision, but the Sole Arbitrator agrees with the Respondent, also in light of the applicable law in the present CAS proceedings, as set out above, that further support can be found in the RCC, more specifically Article 1522 of the RCC, as the RFF regulations do not address this specific matter.
156. Accordingly, and so having in mind Article 1522 of the RCC, the Sole Arbitrator finds that the simultaneous submission of the default notice and the statement of claim on 13 March 2025 was procedurally admissible and did not make the default notice invalid. The subsequent request for termination on 31 March 2025 was only introduced after the expiry of the deadline set out in the default notice, which is consistent with the underlying purpose and *rationale* of such notice, namely to afford the debtor a final opportunity to remedy the breach before more far-reaching legal consequences were to be pursued, such as a termination.

157. Therefore, the Sole Arbitrator finds that the filing of the statement of claim by the Player before the RFF NDRC, simultaneously with the issuance of the default notice, was not forbidden and the Appellant's argument on this point is rejected.
158. In view of the above, and taking into account the circumstances of the case, the Sole Arbitrator concludes that a default notice, which was permissible under the applicable legal framework, has been provided by the Player to the Club, and the second requirement as stipulated in Article 18.10 lit a) RSTJP has been fulfilled.

3. A period of fifteen (15) days has been given to fulfil the financial obligations

159. In relation to the third condition, the Sole Arbitrator observes that the Appellant argues that the Respondent failed to validly place the Club in default because the notification was factually defective as the Player intentionally mixed different payment deadlines, being ten (10) days and fifteen (15) days. The Appellant argues that through the statement of claim filed on 13 March 2025, the Player granted the Club a deadline of ten (10) days for payment of the outstanding payments and the deadline of fifteen (15) days was mentioned solely in relation to the measure of filing a petition to initiate insolvency proceedings in the event of non-payment of the outstanding payments.
160. In this regard, the Appellant further asserts that only the threat of filing a petition for the opening of insolvency proceedings was tied to a fifteen (15) day deadline, whereas the threat concerning the request for termination of the Employment Agreement was not linked to any deadline, most likely deliberately, so as to benefit from the confusion generated by the inconsistent deadlines inserted in the statement of claim as filed before the NDRC of the RFF.
161. On the other hand, the Sole Arbitrator observes that the Respondent argues that the Player granted the Club a ten (10) day deadline, which expired on 23 March 2025, for the Club to avoid being ordered to pay court costs in case no. 38/CNSL/2025, consisting of procedure fees and attorney fees. However, no payment was made by the Club within the deadline given.
162. Furthermore, the Respondent asserts that the Player granted the Club a fifteen (15) day deadline, which expired on 28 March 2025, for the Club to avoid filing a petition for the opening of insolvency proceedings, as well as the termination of the Employment Agreement. Again, no payment was made by the Club within the deadline given.
163. Since the last day of the fifteen (15) day deadline was Friday 28 March 2025, and as such the last day for the Club to fulfil its outstanding financial obligations, and the following days were non-banking days (being Saturday 29 March and Sunday 30 March 2025), and contrary to what the Appellant argues, the Respondent notes he waited in good faith until Monday 31 March 2025, to possibly receive notification of payment from his bank. However, although another three days passed, the

Respondent argues that no payment had been received by him, and as such, the Club had not fulfilled its financial obligations.

164. In addition, the Respondent states that, whether he referred to a ten (10) day deadline to avoid paying court costs, the fifteen (15) day deadline to avoid filing for insolvency proceedings, or the fifteen (15) day deadline to avoid termination of the Employment Agreement by the Player with just cause, the Club remained passive and did not even make a partial payment.
165. In view of the above positions and taking into account the content of the above default letter, it is clear to the Sole Arbitrator that a period of 15 days was *de facto* given, although the Sole Arbitrator is mindful that the 15 days term was not explicitly connected to the termination of the Employment Contract. The default letter could have been a bit more clear, but was sufficient. At the end, it clearly follows from the default letter that in case payment would not be made, rights were reserved to terminate. In fact, to which the Sole Arbitrator attaches much value, it was also only after this period of 15 days that the Employment Contract was terminated by the Player. Any other outcome as to this condition would be overly formalistic.
166. The Sole Arbitrator is mindful to the Appellant's reference to the strict application of the conditions under Article 14bis of the FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP"). However, and to avoid misunderstanding, also from the well-established jurisprudence of the FIFA Dispute Resolution Chamber, it follows that the prerequisite "granting a deadline of at least 15 days", as mentioned in Article 14bis FIFA RSTP, does not mean that in the default notice, a 15-day deadline should be explicitly mentioned, but rather that the player *de facto* should have granted the debtor club 15 days to remedy its default, i.e. more than 15 days should have elapsed between the default notice and the termination of the employment contract by the player (see, *inter alia*, FIFA DRC, 10 February 2020, Bubalo; FIFA DRC, 21 February 2020, Brown; FIFA DRC, 25 February 2020, Akaminko; FIFA DRC, 27 February 2020, William; and FIFA DRC, 23 April 2020, Issah). Again, it was also only after this period of 15 days that the Employment Contract was terminated by the Player.
167. Therefore, based on the above, the Sole Arbitrator also deems the third requirement as stipulated in Article 18.10 lit a) RSTJP to be fulfilled.

4. All outstanding amounts provided for in the default notice have not been paid within the granted period of fifteen (15) days

168. With regard to the fourth condition, as was mentioned before, it is undisputed between the Parties that, fifteen (15) days from the date of issuance of the Player's default notice, the payments remained outstanding.
169. The Sole Arbitrator recalls that the default notice was issued by the Player on 13 March 2025. From that date until the submission of the supplementary application on 31 March 2025, a period of 18 days elapsed. During this period, the Club was afforded

sufficient time to remedy its default and comply with its outstanding financial obligations, yet failed to do so.

170. As such, the outstanding amounts provided for in the default notice issued by the Player to the Club on 13 March 2025, had not been paid within the granted period of fifteen (15) days. It is also not disputed by the Club that payments were not made within this period of 15 days. In fact, the Sole Arbitrator brings in mind that the Appellant acknowledges that the payments were made between the period of 1 and 2 April 2025. It is therefore entirely clear to the Sole Arbitrator that the outstanding amounts have not been paid within the period of 15 days which means that the Club cannot prevail on this point either.
171. This also means that the Appellant's arguments in relation to the Player's standing in the proceedings before the RFF NDRC, in particular the lack thereof as was argued by the Appellant, as was also raised in first instance proceedings, are without merit. Again, payments were not made in the granted period of fifteen (15) days which makes, having in mind that payments were only made by the Club after the expiry date, that the Player had standing to the proceedings before the RFF NDRC. At the end, which was decisive for the Sole Arbitrator, at the time of filing the statement of claim, as well as the supplementary application, before the RFF NDRC, the amounts were outstanding. Therefore, the Appellant's arguments in relation to the mootness of the Player's filing before the NDRC of the RFF should also be dismissed.
172. Based on the foregoing, the Sole Arbitrator therefore deems the fourth and final requirement as stipulated in Article 18.10 lit a) RSTJP also to be fulfilled.

B. Conclusion

173. Having decided that all the above-mentioned conditions under Article 18.10 lit a) RSTJP are fulfilled, the Sole Arbitrator concludes that the RFF Recourse Committee rightfully accepted the termination by the Player of the Employment Contract. The Player had just cause to terminate the Employment Agreement under Article 18.10 lit. a) of the RJSTP, due to the Club's negligence in fulfilling its financial obligations under the Employment Agreement and complied with the necessary requirements.
174. Based on the foregoing, and after having taken into due consideration all the specific circumstances of the present case, the evidence produced and the arguments submitted by the Parties, the Sole Arbitrator concludes that the Appealed Decision must be upheld.

XI. COSTS

(...)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by ACSM Politehnica Iași is dismissed.
2. The decision rendered by the RFF Recourse Committee on 17 July 2025 is upheld.
3. (...).
4. (...).
5. All further or other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 4 August 2026

THE COURT OF ARBITRATION FOR SPORT

Frans M. de Weger
Sole Arbitrator