



**TAS / CAS**

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

**CAS 2025/A/11525 Al Fayha Football Club v. Rudolf Marčić**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

**President:** Mr. Jordi **López Batet**, Attorney-at-Law, Barcelona, Spain  
**Arbitrators:** Mr. James **Drake KC**, Barrister, London, United Kingdom  
Dr. Anna **Bordiugova**, Attorney-at-Law, Kyiv, Ukraine

**in the arbitration proceedings between**

**Al Fayha Football Club**, Saudi Arabia

Represented by Mr. Ali Abbes and Mr. Mohamed Rokbani, attorneys-at-law, Global Sport Consulting, Monastir, Tunisia

**-Appellant-**

**Mr. Rudolf Marčić**, Montenegro

Represented by Mr. Kiryl Maleyeu, attorney-at-law, Minsk, Belarus

**-Respondent-**

## I. THE PARTIES

1. Al Fayha Football Club (“Al Fayha”, the “Club” or the “Appellant”) is a Saudi football club affiliated with the Saudi Arabia Football Federation (“SAFF”), which in turn is registered with the *Fédération Internationale de Football Association* (“FIFA”).
2. Mr. Rudolf Marčić (“Mr. Marčić”, the “Coach”, the “Second Assistant Coach” or the “Respondent”) is a Montenegrin football coach who rendered services for the Club, being part of the coaching staff led by Mr. Vuk Rašović (the “Head Coach” or “Mr. Rašović”) as second assistant coach.
3. The Appellant and the Respondent will be hereinafter jointly referred to as the “Parties”.

## II. FACTUAL BACKGROUND AND THE PROCEEDINGS OF FIRST INSTANCE

4. Below is a summary of the main relevant facts, as established based on the Parties’ written submissions and the evidence taken in the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. While the Panel has considered all the facts, allegations, legal arguments and evidence, submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

### A. Background Facts

5. On 20 June 2021, Al Fayha entered into an employment contract with Mr. Marčić for the 2021/2022 and 2022/2023 seasons (the “Contract”), to be part of the coaching staff headed by Mr. Rašović.
6. Clause 4 of the Contract reads in the pertinent part as follows:

***“Clause four (Coach’s rights; Remuneration, bonuses and benefits)***

*4.1 In consideration for the services to be provided by the Second Party under this contract, the Coach shall be entitled to receive from the Club the total amount of US\$ 168.000 (one hundred thousand and sixty eight thousand United States Dollars) for the two sport seasons, free of any taxes or charges (the “remuneration”) that shall be paid by the club in equal monthly and successive instalments in the unitary amount of US\$ 7.000 (seven thousand United States Dollars) on the last working day of every calendar month during this contract’s term, beginning on the starting of the contract (the “monthly salaries”).*

*4.2 In addition to the coach remuneration, he will be entitled to receive bonuses match in the amount correspondent to 50% (fifty percent) of the players bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective.*

[...]

*4.6 The Club shall provide to the Coach 4 (four) weeks of holiday (leave) per year during the contract’s term. The schedule of the holidays shall be mutually agreed between the Parties. In*

*the absence of schedule, the Coach will be entitled to those holidays in the end of the season. During the Coach's holiday the Club will be obliged to pay his remuneration."*

7. Clause 5 of the Contract provided the following in relation to its termination:

***"Clause five (contract's termination)***

*5.1 This contract will terminate automatically, on the termination date.*

*5.2 Whereas the first year amount is fixed, then the second season of the contract which starts on 01/07/2022 and end on 30/06/2023, The club shall be permitted to terminate this employment contract prior to the termination date without any valid reason and without any provided payment. In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.*

*5.3 Whereas the first year amount is fixed, then the second season of the contract which starts on 01/07/2022 and end on 30/06/2023, The coach shall also be permitted to terminate this employment contract prior to the termination without any provided payment. In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.*

*5.4 After termination of this employment contract (independently of it happening on the termination date, or earlier, by unilateral initiative of any of the Parties) the Club shall cancel immediately the Coach's visa and work permit, as well as the residency card IQAMA, in order to allow the Coach, leave the Kingdom of Saudi Arabia, with no kind of restrictions."*

8. On 12 May 2022, the Club and the Second Assistant Coach signed an extension of the Contract's duration for two additional seasons - i.e., 2023/2024 and 2024/2025 - in which they also modified the contractual economic conditions and the provisions on termination (the "First Amendment"). The First Amendment reads in the pertinent part as follows:

***"2 - to amend point 4.1 (together with all subparagraphs) of the contract and read it as follows:***

*4.1 In consideration for the services to be provided by the Second Party under the contract, the second assistant Coach shall be entitled to receive from the Club for the total amount of US\$ 408.000 (Four hundred and eight thousand United States Dollars) free of any taxes or charges that shall be paid by the club in equal monthly and successive instalments in the unitary amount of US\$ 7,000 (seven thousand United States Dollars) on the last working day of every calendar month at the latest during this contract's term beginning on the starting of the contract until 30/06/2022 and in the unitary amount of US\$ 9,000 (Nine thousand United States Dollars) on the last working day of every calendar month at the latest during this contract's term from 01/07/2022 to 30/06/2025 (the "monthly salaries").*

***3 - Due to the parties' decision and agreement to rearrange the liquidated damage clause, to amend points 5.2, 5.3 and 5.4 of clause six (sic) (contract termination) of the contract as well as to add points 5.5 and 5.6 therein and read it as follows:***

*5.2 The club and the second assistant coach mutually and irrevocably have agreed to secure and guarantee the second party's remuneration for the first two sport seasons (2021-2022 and 2022-2023). In line of the arrangement, the second assistant coach is entitled to receive the guaranteed remuneration under the contract in total of US\$ 192.000 (one hundred ninety-two thousand United States Dollars) net of taxes and charges (the "guaranteed remuneration"), consisting of 12 (twelve) monthly salaries for 2021-2022 season in amount of US\$ 7.000 each and 12 (twelve) monthly salaries for 2022-2023 season in amount of US\$ 9.000 each as per point 4.1 of the contract.*

*5.3 Whereas the first two seasons amount are fixed, then the third and fourth season of the contract which starts on 01/07/2023 and ends on 30/06/2025, the club shall be permitted to terminate this employment contract prior to its termination date without any valid reason, provided that it pays to the second assistant coach within 45 (forty-five) days of such termination the net sum of US\$ 18.000 (eighteen thousand United States Dollars). In this case the fitness coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.*

*5.4 Whereas the first two seasons amount are fixed, then the third and fourth season of the contract which starts on 01/07/2023 and ends on 30/06/2025, The second assistant coach shall be permitted to terminate this employment contract prior to its termination date without any valid reason, provided that it pays to the club within 45 (forty-five) days of such termination the net sum of US\$ 18.000 (eighteen thousand United States Dollars). In this case the club shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the second assistant coach, whatsoever.*

*5.5 In addition, if a party decides to terminate the contract unilaterally prior to the termination date or for any reason within the first two seasons which starts on 01/07/2021 and ends on 30/06/2023, the party which decide that shall pay to the other party in full remaining amount of the guaranteed remuneration under point 5.2 of this contract together with the net sum of US\$ 18.000 (eighteen thousand United States Dollars) as termination fee for the third and fourth season. In this case the damaged party shall be considered fully compensated for all eventual damages caused by the early termination of the contract within 2021-22 and 2022-23 sport seasons and shall not have any demand or claim against the counter-party, whatsoever. And on any case, the parties have agreed to set 45 (forty-five) days as a fair deadline to settle and fix all payments related to the compensation of the unilateral termination from any party. [...]"*

9. Between December 2022 and March 2023, the Club repeatedly incurred payment defaults towards the Head Coach and the rest of the coaching staff, i.e. including the Second Assistant Coach.
10. On 17 March 2023, Mr. Rašović sent a letter to the Club proposing a payment schedule for the amounts owed to him and requesting to be provided with an option (expressed as a "right") to terminate his contract at the end of the season 2023/2024 "without payment of any additional compensation as exception from conditions set in points 6.3 and 6.4/ Clause six of the Contract [...]". Otherwise, he would start actions against the Club before FIFA. A draft of amendment to his contract containing such termination option was attached to the letter sent by the Head Coach.

11. On 18 March 2023, the Club accepted Mr. Rašović proposed draft of the amendment and signed it. In the letter to which the signed amendment was enclosed to, the Club mentioned the following:

“[...]”

*Secondly, as conclusion of our above-mentioned introduction, we approved that we are ready to accept your new deadline of 30 June 2023 as a date to fix all payments related to the current season (salaries, down payment and bonus which has confirmed in our letter of 20 January 2023).*

*Thirdly, and on light of our exchanged cooperation, we inform you of our acceptance for your request to make an exception on the point 6.3 and 6.4 of clause SIX of the contract (in addition to appendix signed on 06 May 2022) that you (as a head coach of our football first team), you have the right to leave the club and terminate the contract on the end of 23-2024 sports season without payment of any additional compensation to the club.*

*Finally, as a result from our current discussion, please find attached a fully signed copy of the draft of the amendment of the contract appendix.”*

12. This amendment, in the pertinent part, reads as follows:

*“6.5 As exception to the above, the Parties agreed that the Coach has a right to terminate the contract after season 2023-24, which starts on 01/07/2023 and ends on 30/06/2024, without obligation to pay any termination fee or compensation as below. For that purpose, the Coach is obliged to send written notification to the Club during next 15 (fifteen) days after this season end (namely, from 1 to 15 July 2024) about respective decision to terminate employment relationships. In such case, the Coach shall be considered as released from its obligations under the contract and the Club unconditionally and irrevocably confirms that waives its right to claim in future from the Coach any compensation, including pursuant to points 6.3 and 6.4 of this contract, for his decision to leave the Club. In addition, the Coach has a right to announce its decision to the Club's management before the season 2023/2024 end with following obligation to send written notification as specified above.*

*The Club recognizes legal force of this condition and shall execute it in good faith - for the sake of good order, the Parties will sign mutual termination agreement where all financial arrangements with respect to the Coach's severance payment to be specified, if applicable.”*

13. On 1 May 2023, replicating in essence the terms agreed with the Head Coach in this respect, the Club and the Second Assistant Coach entered into a second amendment to the Contract by virtue of which the latter was granted the same termination option (the “Termination Option”) as the Head Coach (the “Second Amendment”). This Second Amendment, in the pertinent part, reads as follows:

*“5.5. As exception to the above, the Parties agreed that the assistant Coach has a right to terminate the contract after season 2023-24, which starts on 01/07/2023 and ends on 30/06/2024, without obligation to pay any termination fee or compensation as below. For that purpose, the Coach is obliged to send written notification to the Club during next 15 (fifteen) days after this season end (namely, from 1 to 15 July 2024) about respective decision to terminate employment relationships. In such case, the Coach shall be considered as released*

*from its obligations under the contract and the Club unconditionally and irrevocably confirms that waives its right to claim in future from the Coach any compensation, including pursuant to points 5.3 and 5.4 of this contract, for his decision to leave the Club. In addition, the Coach has a right to announce its decision to the Club's management before the season 2023/2024 end with following obligation to send written notification as specified above.*

*The Club recognizes legal force of this condition and shall execute it in good faith - for the sake of good order, the Parties will sign mutual termination agreement where all financial arrangements with respect to the Coach's severance payment to be specified, if applicable.”*

14. On 1<sup>st</sup> July 2023, the Parties signed a new amendment to the Contract, which in the pertinent part reads as follows:

*“In return for the services to be provided by the second party under the contract, the club is obligated to pay them in equal monthly and successive instalments and at a uniform value during the term of this contract starting from the beginning of the contract and at a uniform value. From (9,000 US dollars) (nine thousand US dollars) to (10,111 US dollars) (Ten thousand one hundred and eleven US dollars) on the last working day of each calendar month at the latest during the term of this contract from 01/07/2023 to 06/30/2024 (“monthly salaries).”*

15. From May 2023 to April 2024, the Club incurred in additional payment delays with the coaching staff, including the Second Assistant Coach.
16. On 28 May 2024, once season 2023/2024 had ended, the Assistant Coach and all the other members of the coaching staff led by the Head Coach left Saudi Arabia on vacation.
17. On 3 June 2024, Al Fayha sent an email to the Second Assistant Coach asking for his preferred flight to return to Saudi Arabia after holidays and requested him to provide his response by 8<sup>th</sup> June 2024.
18. On 7 June 2024, Mr. Rašović sent a letter to the Club announcing that he and his coaching staff (including the Second Assistant Coach) had decided not to continue for the upcoming 2024/2025 and their intention to exercise the Termination Option and proposed the Club to sign a mutual termination agreement. If the proposed way of contractual termination was not accepted by the Club, the Head Coach stated that “[...] my team and I will have to strictly execute provisions for activating a termination option after season 2023/24 as stipulated by point 6.5 of the Contract in edition of the Appendix, i.e. within first 15 days after last season (from 1st to 15th of July 2024) the respective written notification about decision to terminate employment relationships to be send to the Club in due course”.
19. On 9 June 2024, Al Fayha responded to Mr. Rašović letter rejecting the contractual termination. The Club also pointed out that the salary for June 2024 was not yet due and rejected categorically that bonuses were due.
20. On the following days the Club and the Head Coach exchanged additional correspondence on this matter. Particularly, on 22 June 2024, the Head Coach reiterated

his previous correspondence and confirmed that both he and the rest of his coaching staff (including the Second Assistant Coach) would exercise their respective termination option.

21. On 23 June 2024, the Second Assistant Coach sent a letter to the Club stating that he would exercise his Termination Option and claiming the outstanding salary of June 2024 (USD 9,000) and an amount of SAR 137,500 corresponding to unpaid bonuses.
22. On 27 June 2024, the Club sent a letter to the Second Assistant Coach claiming that he had breached the Contract without just cause and requested the payment of the “*valid and reciprocal liquidated damage clause*” agreed in the Contract within five days.
23. On 1 July 2024, the Second Assistant Coach sent to the Club a notice of termination of the Contract based on the Termination Option agreed in the Second Amendment and requesting again the payment of the outstanding amounts previously claimed. Mr. Marčić then joined Kalba FC as part of the coaching staff of Mr. Rašović.
24. On 12 July 2024 the Second Assistant Coach sent a default notice to the Club regarding the outstanding payments.

#### **B. The proceedings before FIFA**

25. On 14 July 2024, the Club filed a claim against the Second Assistant Coach before the FIFA Player Status Chamber (the “FIFA PSC” or the “PSC”) for breach of contract, asking the Coach to be ordered to pay Al Fayha a compensation in the amount of USD 18,000 net plus 5% interest from 1 July 2024.
26. On 12 August 2024, the Second Assistant Coach opposed to the claim and filed a counterclaim against the Club by virtue of which he requested the PSC to order Al Fayha to pay him the following amounts: (i) USD 9,000 net as outstanding salary for June 2024; and (ii) SAR 137,500 net as outstanding bonus. The Coach also requested the Appellant being ordered to pay 5% interest *per annum* on each due amounts and that sanctions were imposed on the Club at the discretion of the PSC, if applicable.
27. On 18 September 2024, the Club submitted its answer to the counterclaim, in which it rejected all the Second Assistant Coach’s requests.
28. On 23 April 2025, the FIFA PSC issued its decision resolving the dispute between the Club and the Second Assistant Coach (the “Appealed Decision”), which operative part reads as follows:

*“1. The claim of the Claimant / Counter-Respondent, Al Fayha Club, is rejected.*

*2. The counterclaim of the Respondent / Counterclaimant, Rudolf Marcic, is partially accepted.*

*3. The Claimant / Counter-Respondent must pay to the Respondent / Counterclaimant the following amount(s):*

- **USD 9,000 net as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment; and**
- **SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment.**

4. Any further claims of the Respondent / Counterclaimant are rejected.

5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.

6. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

1. The Claimant / Counter-Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

7. The consequences **shall only be enforced at the request of the Respondent / Counterclaimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs.”

29. On 30 May 2025, the grounds of the Appealed Decision were notified to the Parties. These grounds can be briefly summarized as follows:

- The Second Assistant Coach was granted an option to terminate the Contract which he could exercise within the first 15 days of July 2024;
- The Termination Option was a negotiating tool reasonably used by the coaching staff to protect their own interests and was not abusive;
- Even if potestative clauses cannot be blindly enforced and may be declared null and void if abusive, this is not the case herein. The Club failed to prove any type of imbalance in the situation that led to the execution of the Second Amendment and the Termination Option. The Club accused the Second Assistant Coach of taking advantage of its financial difficulties to force a release from a long-term commitment. However, the PSC stressed that (i) the Club cannot benefit from its own failure of obligations to nullify a contractually granted right, (ii) there was no natural imbalance in the negotiations of the Termination Option and (iii) the Club did not provide any evidence to prove the alleged bad faith of the Second Assistant Coach;

- The Club's claim of termination without just cause shall thus be dismissed;
- Regarding the Second Assistant Coach's counterclaim, the FIFA PSC determined that the Contract was not formally terminated until 1 July 2024 and that from end May 2024, the Second Assistant Coach was authorized by the Club to take his holiday during the off-season. Accordingly, the payment of USD 9,000 net corresponding to the Second Assistant Coach's salary of June 2024 is due. With regard to the bonus claimed, the Second Assistant Coach provided evidence for each of the sporting results that merited a bonus payment, which was logical and confirmed by the Second Assistant Coach's peers. The Club argued that its payment was optional and discretionary and opposed to provide information on the bonuses paid to the players, without presenting any reasonable justification, which enabled the PSC to draw adverse inference. On that basis, the PSC considered that the Second Assistant Coach was entitled to also receive SAR 137,500 as outstanding bonus amounts.

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

30. On 15 June 2025, Al Fayha filed its Statement of Appeal before the Court of Arbitration for Sport (the "CAS") against the Second Assistant Coach with respect to the Appealed Decision, with the following request for relief:

*"The Appellant requests the Honorable Panel, as follows:*

1. *To accept this appeal against the Decision of FIFA PSC passed on 23 April 2025 and notified to the parties with grounds on 30 May 2025, Ref: FPSD-15227.*
2. *To annul the decision FIFA PSC in its entirety and to declare that:*
  - *The respondent terminated the Employment Contract concluded with the club unlawfully and without valid reason (or just cause);*
  - *To order the respondent to pay to the Appellant **Eighteen Thousand USD (USD 18,000 NET) as compensation** for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;*
  - *Condemn the respondent to pay all CAS costs."*

31. In the Statement of Appeal, Al Fayha requested *inter alia* a 90-day extension to file the Appeal Brief and the appointment of a Sole Arbitrator.
32. On 19 June 2025, the CAS Court Office sent the Statement of Appeal to the Second Assistant Coach, granted an initial 10-day extension to the Club to file the Appeal Brief and invited the Respondent to state whether he agreed on the additional 80-day extension. Additionally, the CAS Court Office informed the Coach that Al Fayha had filed before the CAS other appeals against three other members of the coaching staff of Mr. Rašović

at the Club (CAS 2025/A/11523, CAS 2025/A/11524 and CAS 2025/A/11526) and asked the Parties whether they agreed to submit all the proceedings to the same CAS Panel. Both Parties agreed to it.

33. On 24 June 2025, the Respondent agreed on granting an additional 20-day extension to the Appellant to submit the Appeal Brief and requested the appointment of a three-member Panel.
34. On 25 June 2025, the Deputy President of the CAS Appeals Division dismissed the Appellant's request for an additional 60-day extension to file the Appeal Brief.
35. On 27 June 2025, the Respondent informed that he did not intend to pay his share of the advance of costs.
36. On 1 July 2025, the CAS Court Office informed the Parties of the decision of the Deputy President of the Appeals Division to submit the present matter to a Panel of three arbitrators and, accordingly, invited the Appellant to nominate an arbitrator.
37. On 2 July 2025, the CAS Court Office took note that the Appellant appointed Mr. James Drake KC as arbitrator and invited the Respondent and the three other members of the coaching staff which are respondents in the other three CAS related proceedings to jointly nominate an arbitrator.
38. On 14 July 2025, the Respondent and the other members of the coaching staff appointed Dr. Siarhei Ilyich as an arbitrator.
39. On 17 July 2025, the Appellant challenged the nomination of Dr. Siarhei Ilyich.
40. On 24 July 2025, the Appellant submitted its Appeal Brief, with the following request for relief:

*“FIRST – To Accept the appeal filed by the Appellant;*

*SECOND – To annul the decision passed by the Single Judge of FIFA PSC on 23 April 2025 on its entirety.*

*THIRD – To confirm that the Respondent terminated the Employment Contract concluded with the Club unilaterally and without valid reason (or just cause);*

*FOURTH – To order to the Coach to pay to the Club USD 18,000 as compensation for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;*

*FIFTH – To order the Respondent to pay the entirety of CAS Fees.*

*SIXTH – To order the Respondent to pay to the Appellant 5.000 CHF as a Legal Fees.”*

41. On 25 July 2025, the CAS Court Office acknowledged receipt of the Appeal Brief and invited the Respondent to submit his Answer.

42. On 27 August 2025, the CAS Court Office informed that Dr. Siarhei Ilyich had declined the acceptance of his nomination as arbitrator.
43. On 8 September 2025, the Respondent and the other members of the coaching staff which are respondents in the other three CAS related proceedings jointly appointed Ms. Anna Bordiugova as arbitrator.
44. On 24 September 2025, the Respondent submitted his Answer to the Appeal Brief with the following request for relief:

*“1. For the reasons specified in this Answer and in accordance to the Code, the Respondent, Mr Rudolf Marčić, hereby respectfully requests the CAS to:*

*- dismiss in total the Appeal Brief of the Appellant, Al Fayha Football Club, as ill-grounded with respect to both, the facts and the law.*

*2. The costs of the arbitration, to be determined and served to the parties by the CAS Court Office, shall be borne in their entirety by the Appellant exclusively.*

*3. The Respondent has incurred costs of legal representation and legal assistance in this case and, therefore, requests the CAS to order the Appellant to pay them, in an amount to be determined at the discretion of the CAS, but not less than USD 10,000 (ten thousand U.S. dollars).”*

45. Additionally, the Respondent submitted the following evidentiary request in the Answer to the Appeal Brief:

*“151. In light of the current appeal proceedings, for the sake of good order, the Respondent would like to submit evidentiary request and ask the CAS to order the Appellant to provide the following for purpose to clarify the crucial questions on the matter at hand:*

- comments on (i) the Appellant’s letter of 18 March 2023 to Mr Vuk Rasovic (please refer to **Annex 18**) and on the Appendix No. 2 content, in particular, with respect to specific reasons and common intention for the Appellant to amend the Contract in such way; (ii) process of this amendments signature (i.e., how exactly the coach “forced” the Appellant to sign the Appendix No. 2 against their will) and (iii) whether the Appellant initially planned to execute in good faith the Appendix No. 2 and respected Termination Option granted for the Respondent after season 2023/24 end;*
- the Appellant’s Internal Regulations on bonuses (incentive payments) for the players and or staff members for season 2022/23 and 2023/24, taking into account that (i) under the Contract the Respondent was entitled to receive bonus payment; (ii) the Appellant has provided the Respondent with such type of payments before and (iii) there are proofs that bonus payments were paid some members of the club during season 2023/24 (see point 150 of this Answer above);*
- bank statement with history of all payments made by the Appellant to accounts of the Respondent since the commencement of the Contract;*

- *any other comments/evidences, which in view of the CAS would be necessary in order to establish the facts that have importance to the present matter for fair and comprehensive resolution of this dispute.”*

46. On 25 September 2025, the CAS Court Office invited the Parties to inform whether they preferred a hearing to be held in this matter or the Panel issuing an award based on the Parties’ written submissions, and whether they requested a case management conference (“CMC”) with the Panel.
47. On 29 September 2025, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:
  - President: Mr. Jordi López Batet, Attorney-at-Law, Barcelona, Spain
  - Arbitrators: Mr. James Drake KC, Barrister in London, United Kingdom  
Dr. Anna Bordiugova, Attorney-at-law in Kyiv, Ukraine
48. On 2 October 2025, the CAS Court Office informed the Parties of the Panel’s decision to hold a hearing and a CMC in this case and invited the Appellant to comment on the evidentiary requests made by the Respondent in his Answer to the Appeal Brief, which the Appellant did on 3 October 2025.
49. On 7 October 2025, the CAS Court Office informed the Parties of the Panel’s decision not to grant the request for production of documents, made by the Respondent, and the reasons for the rejection.
50. On 29 October 2025, the Parties and the Panel held a CMC. Further to it, the CAS Court Office informed the Parties that the hearing would be held on 15 December 2025 by videoconference and of the Panel’s decision to admit all the witnesses, proposed by the Respondent.
51. On 20 November 2025, the Respondent sent a signed copy of the Order of Procedure.
52. On 24 November 2025, the Appellant sent a signed copy of the Order of Procedure.
53. On 15 December 2025, a joint hearing for this case and the cases CAS 2025/A/11523, CAS 2025/A/11524 and CAS 2025/A/11526 was held by videoconference. The Panel, Mr. Francisco Mateo Pavía, CAS counsel, and the following persons attended the hearing:
  - For the Appellant: Mr. Mohamed Rokbani, counsel;  
Mr. Ali Abbes, counsel;  
Mr. Taoufik El Moudihem, Club’s President.
  - For the Respondent: Mr. Kiryl Maleyeu, counsel;  
Mr. Rudolf Marčić, party;  
Mr. Vuk Rašović, witness;

Mr. Ljubisa Ranković, witness;  
Mr. Fabio Muchinel Tepedino, witness;  
Mr. Vladan Popović, witness;  
Mr. Vladimir Stojković, witness;  
Mr. Anthony Nwakaeme, witness;  
Mr. Khalil Kamal Issa, witness.

54. The Parties agreed that Messrs. Rašović, Ranković and Tepedino, who were witnesses in these proceedings but also parties in their respective CAS related proceedings, could attend the entire hearing. After the opening statements, the Parties and the witnesses were heard, the Parties' counsels made their respective closing statements and a turn for rebuttal was also granted to them. The Appellant requested new evidence be included in the file (witness declaration of the Head Coach, Mr. Vuk Rašović, in the CAS proceedings 2025/A/11287 Anthony Nnaduzor Nwakaeme v. Al Fayha Club), to which the Respondent opposed. The Panel informed the Parties that a decision in such respect would be communicated to the Parties after the hearing. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to how the hearing and the procedure had been conducted.
55. On 16 December 2025, the CAS Court Office communicated to the Parties that the Appellant's request to include new evidence in the file made at the hearing was rejected. The Panel took into account that the Head Coach's declaration had been already available to the Appellant for at least ten days prior to the hearing date. The Appellant did not explain why the evidentiary request was made only last minute at the hearing and also failed to substantiate which exceptional circumstances would allegedly have prevented doing it before. In any event, the Panel shall note that the Appellant had the opportunity to cross-examine the Head Coach at the hearing and to ask him as many questions as it wished.

## **V. THE PARTIES' POSITIONS**

56. Below is a summary of the Parties positions in this case. This summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding upon the Parties' claims, the Panel has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the Award or in the legal analysis that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. The Appellant**

57. The Appellant's submissions, in essence, may be summarised as follows:

- According to the regulatory framework for coaches foreseen in the FIFA Regulations on the Status and Transfer of Players (“RSTP”), a contract between a club and a coach “*may only be terminated upon expiry of its term or by mutual agreement*”. The FIFA PSC did not apply this provision, despite the Second Assistant Coach decided to unilaterally terminate his contract without any reason;
- The Termination Option is invalid and shall be set aside as:
  - It is purely potestative, unbalanced and disproportionate. It lacks reasonableness or reciprocity and contradicts the principle of maintenance of contractual stability;
  - It infringes the principle of fairness which generally foresees that no contractual party shall be unfairly disadvantaged or enriched;
- The Second Assistant Coach acted in bad faith and abusively in terminating the Contract:
  - The reason that led the Parties to execute the Second Amendment and to recognise the Termination Option in favour of the Second Assistant Coach did not exist at the moment of the termination of the Contract by the Second Assistant Coach - the Club had paid the Coach all amounts due under the Contract;
  - The Respondent did not terminate the Contract for a breach of the Club or to protect his rights, but to search for a new challenge with Kalba FC right after the termination.
- Therefore, the Second Assistant Coach terminated the Contract without just cause and shall be ordered to compensate the Club in the amount set out in the liquidated damages clause agreed to such purpose in the Contract (USD 18,000);
- The salary of June 2024 is not due to the Respondent as he did not provide his services to the Club during this month. In addition, in his letter of 23 June 2024 he confirmed the letter of resignation sent by the Head Coach on 7 June 2024, so he considered himself not bound with the Club anymore. This conduct legitimates the Club to apply the *exceptio non adimpleti contractus* and not to pay the Second Assistant Coach’s salary of June 2024;
- Regarding the bonus claim for SAR 137,500:
  - The Second Assistant Coach’s right to receive collective bonus was conditional upon the Club’s players’ receiving them. In other words, if the players did not receive a bonus after a victory, the Respondent was not entitled to receive a bonus;

- The Club did not pay bonuses to the players for the matches indicated by the Coach in his initial claim at FIFA and thereafter at CAS, so no payment shall be thus made to the Respondent;
- The Respondent did not request the payment of the alleged bonuses until 23 June 2024;
- The FIFA PSC is wrong in this respect as it illegitimately reversed the burden of proof and regarded the Club's answer on the claim for bonuses as a lack of cooperation on addressing whether the bonus to the players was actually promised and, if so, for which amount;
- The FIFA PSC rejected the payment of bonuses to the Club ex-player Mr. Anthony Nwakaeme based on the same reasons adduced by the Second Assistant Coach.

## **B. The Respondent**

58. The Second Assistant Coach's submissions, in essence, may be summarised as follows:

- The part of the Appealed Decision, ordering the Appellant to pay outstanding remuneration to the Respondent, must be confirmed in full and remains outside the scope of review in this arbitration. This arises from the fundamental principle of *ne ultra petita*, which prohibits arbitral tribunals from granting relief beyond what has been expressly requested by the parties. In the present case, the Appellant's prayers for relief do not specifically challenge the PSC's determination regarding the overdue financial obligations owed to the Respondent. Instead, the Appellant merely requests the annulment of the Appealed Decision "in its entirety", without articulating any distinct or targeted relief concerning the outstanding remuneration;
- The Second Amendment was entered into in a context where the Appellant had incurred in continuous delays in the payments of the agreed remunerations. In other words, the Second Amendment is the result of the Appellant's previous breaches of the Contract;
- The Second Amendment was executed in strict compliance with the requirements established by the Swiss Code of Obligations ("SCO"). The Head Coach offered the Club to sign it and the latter indeed signed it with him and all members of the coaching staff. In addition, there is reciprocity of considerations: the coaching staff obtained a right to exit the Club at the end of the 2023/24 season and the Club avoided them to submit a claim for breach of contract;
- There is no evidence that the Appellant was subjected to any coercion or duress during the negotiation or acceptance of the Second Amendment;
- The Termination Option is thus valid and enforceable;

- The Second Assistant Coach's decision of exercising the Termination Option did not require stating any reason as for terminating the Contract. The only prerequisite to exercise the Termination Option is the Respondent sending a written notification to the Appellant within 15 days from the end of season 2023/24, which the Respondent did;
- The Appellant's conduct is contrary to the principle of *venire contra factum proprium*. The Club accepted the Second Amendment and later on changed its position when the coaching staff informed about their intention to terminate the Contract;
- The Coach is entitled to receive the salary of June 2024 even if he was on holidays. The Contract so provided and until 1<sup>st</sup> July 2024 the Contract was in effect, contrary to the Appellant's contention in this respect;
- Regarding the bonuses, the evidence on file shows that the Second Assistant Coach is entitled to them. In contrast, the Appellant failed to respond to the Respondent's repeated requests for a detailed breakdown of bonus payments. This indicates that the Appellant tacitly accepted the amounts claimed as outstanding.

## VI. JURISDICTION

59. Article R47 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 [...].”*

60. Article 49(1) of the FIFA Statutes states that:

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

61. Clause seven of the Contract reads in the pertinent part as follows:

*“7.2. Any such disputes, controversies or differences which cannot be resolved through mutual agreement, shall be submitted to the competent body of the Federation Internationale de Football Association (FIFA) (cf. art. 22 par. c) et seq. of the FIFA Regulations on the Status and Transfer of Players) or in alternative directly to the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland. Any appeal to the decision of FIFA will be submitted before the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland.”*

62. The jurisdiction of CAS is not contested and is further confirmed by the Parties having signed the Order of Procedure.

63. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

## VII. ADMISSIBILITY

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

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

65. Article 50(1) of the FIFA Statutes provides that:

*“Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.”*

66. The Appealed Decision was notified with grounds to the Club on 30 May 2025. The Club timely filed the Statement of Appeal against Appealed Decision on 15 June 2025, *i.e.* within the twenty-one days stipulated by the aforementioned provisions.

67. The appeal complies with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

68. It follows that the appeal filed by the Appellant is admissible.

## VIII. APPLICABLE LAW

69. Article R58 of the CAS Code provides the following:

*“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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”*

70. Article 49(2) FIFA Statutes reads as follows:

*“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”*

71. Clause six of the Contract reads as follows:

*“6.1 Both parties undertake to respect and implement the laws, circulars and regulations of the Saudi federation, Saudi Pro League, continental federation and FIFA directives and regulations.*

*6.2 This Contract shall be construed, interpreted and governed in accordance with and governed by the laws of Saudi Arabia and Switzerland as well as by FIFA Regulations, namely by Regulation on Status and Transfer of Players. In case of conflict, Swiss Law and FIFA regulations shall always prevail.”*

72. The Panel notes that (i) even if reference is made to Saudi Law in Clause six of the Contract, none of the Parties have relied upon the application of the latter in their

submissions and (ii) both Parties specifically confirmed at the hearing that the case should be resolved in accordance with the FIFA regulations and Swiss Law.

73. Bearing all the aforementioned in mind, the Panel finds that the various regulations of FIFA are primarily applicable to the case at hand (in particular, the RSTP), and additionally Swiss Law.

## **IX. MERITS**

74. Upon reviewing the file, the Panel notes that the Appellant claims in essence that (i) the Appealed Decision shall be annulled (and thus neither the Second Assistant Coach's salary of June 2024 nor the bonuses claimed shall be paid to the Second Assistant Coach) and (ii) the Respondent terminated the Contract without just cause and shall compensate the Club for that. Meanwhile, the Respondent requests the appeal be dismissed and the Appealed Decision be confirmed.

75. Bearing the aforementioned in mind, the Panel will address the following issues separately below: (A) the termination of the Contract and its potential consequences and (B) the Respondent's entitlement to receive the salary corresponding to June 2024 and the bonuses claimed.

### **A. The termination of the Contract**

76. In its analysis of the contractual termination, the starting point is clause 5.5 of the Second Amendment, which reads as follows:

*“5.5. As exception to the above, the Parties agreed that the assistant Coach has a right to terminate the contract after season 2023-24, which starts on 01/07/2023 and ends on 30/06/2024, without obligation to pay any termination fee or compensation as below. For that purpose, the Coach is obliged to send written notification to the Club during next 15 (fifteen) days after this season end (namely, from 1 to 15 July 2024) about respective decision to terminate employment relationships. In such case, the Coach shall be considered as released from its obligations under the contract and the Club unconditionally and irrevocably confirms that waives its right to claim in future from the Coach any compensation, including pursuant to points 5.3 and 5.4 of this contract, for his decision to leave the Club. In addition, the Coach has a right to announce its decision to the Club's management before the season 2023/2024 end with following obligation to send written notification as specified above.*

*The Club recognizes legal force of this condition and shall execute it in good faith - for the sake of good order, the Parties will sign mutual termination agreement where all financial arrangements with respect to the Coach's severance payment to be specified, if applicable.”*

77. The Respondent considers that he exercised this Termination Option in due and timely manner, while the Club contests the validity of clause 5.5. The Club basically considers that such clause concedes a potestative, unilateral and abusive right in favour of the Coach which is contrary to the maintenance of contractual stability set out by the RSTP. In addition, the Club also contends that the Respondent terminated the Contract

unlawfully by only providing personal and subjective reasons, when the Club was up to date in the payment of his remuneration.

78. Before examining the content and validity of such clause, the Panel deems it relevant to briefly refer to the context in which it was agreed between the Parties.
79. The Termination Option contained in clause 5.5 of the Second Amendment was granted by the Club to the Second Assistant Coach and other members of the coaching staff led by the Head Coach in an environment of repeated, ongoing and uncontested defaults in the payment of their remuneration. The Panel notes that these defaults could have entitled the entire coaching staff to terminate the Contract with just cause. However, in lieu of it, the coaching staff opted for continuing with the contractual relationship with the Club and requested the Club to amend their respective labour contracts to include the Termination Option, to which the Club agreed without any objection, amendment or procrastination. In the described context of recurring payment defaults and threat of contractual termination for breach on part of the Club, it seems rational and understandable to the Panel that the coaching staff wanted to have a “way out” clause in their contracts and that the Club agreed to it. The Head Coach’s letter to the Club dated 17 March 2023 confirms the Panel’s understanding.
80. As to the content of the Termination Option, the Panel finds that the wording of clause 5.5 is crystal clear: the Second Assistant Coach had a right to terminate the Contract after season 2023-24 without any explanation for the reasons of termination, without paying any termination fee or compensation, provided that he exercised such right in timely manner.
81. With regard to the validity of such clause, the Panel has analyzed the Appellant’s arguments in this respect and shall make the following considerations:
  - a. The object of the clause is licit, and the cause of the Second Amendment is legitimate and reasonable, as explained in para. 79 above;
  - b. The fact that the Termination Option is unilateral and potestative in this case does not automatically render it invalid. The reasons given in lit. c) *et seq.* below reveal precisely the opposite. The Panel endorses the statements made in this respect in para. 66 of the Appealed Decision;
  - c. The Second Amendment was freely negotiated and agreed between the Parties, with no imbalance in their bargaining power and with full awareness of the consequences deriving from executing the Second Amendment;
  - d. The legal force of the Termination Option is expressly acknowledged by the Appellant in clause 5.5 of the Contract (“*The Club recognizes legal force of this condition*”);
  - e. The Termination Option was indeed proposed by the Head Coach to the Club (see Head Coach’s email of 18 March 2023), but the latter accepted it unconditionally and

thereafter granted the same option to the rest of the coaching staff, including the Second Assistant Coach;

- f. The Club did not prove that the Second Amendment was imposed to the Club under coercion or duress, or that any other vice of consent existed. The Termination Option arose out of a voluntary negotiation between the Head Coach/coaching staff and the Club, initiated in response to the Club's repeated defaults in payments, with the aim of preserving the contractual relationship and avoiding immediate termination for just cause;
  - g. Clause 5.5 of the Second Amendment reflects a balanced, proportionate and mutually agreed contractual arrangement, which cannot be characterised as arbitrary, excessive, or contrary to the principle of contractual stability enshrined in the FIFA RSTP; and
  - h. The Appellant failed to prove any abuse, unlawfulness, bad faith or unfairness on the part of the Second Assistant Coach, either in executing the Second Amendment or in exercising the Termination Option, as it will be explained below.
82. Bearing the aforementioned considerations in mind, it is the Panel's view that the Second Amendment and the Termination Option contained therein are fully valid and executable and the Appellant's claim for nullity shall be dismissed.
83. This being said, the Panel shall now address whether this valid Termination Option was correctly and properly executed.
84. The Second Amendment granted the Respondent the right to terminate the Contract after the end of season 2023/2024 provided that he sent a written notice of termination to the Club within the first 15 days after the end of the season (that is, between 1 and 15 July 2024).
85. Having examined the evidence on file, the Panel has no doubt that the Termination Option was properly executed. The Respondent notified in writing the exercise of such right and did it on 1<sup>st</sup> July 2024, that is to say within the timeframe set out in clause 5.5 of the Second Amendment. What is more, the Head Coach had even warned (on his own behalf and also on behalf of the other members of his coaching team, including the Second Assistant Coach) the Club of their intention to terminate their contracts well in advance, so that the Club could have more time to find a replacement for the whole coaching staff. Also, the Second Assistant Coach personally warned the Club of his intention to exercise the Termination Option. This, contrary to the Appellant's allegations on the Respondent's purported bad faith in the termination, in the Panel's opinion, reveals good faith of the latter.
86. It is also noted that contrary to the Appellant's contention in this respect, whether the Second Assistant Coach's reasons to exercise the Termination Option were subjective, unreasonable or unjustified is of no avail. Clause 5.5 of the Second Amendment granted the Second Assistant Coach the right to terminate the Contract unilaterally, without having to provide any reason for doing so. The fact that the Club was up to date with its

payment obligations towards the Respondent, that he joined Kalba FC immediately after termination, or that he may have negotiated with this club while the contract was still in effect is irrelevant in this case. The Second Assistant Coach did not have to justify his reasons for leaving. This case is therefore not one of contractual termination with or without just cause, to which the provisions of the FIFA RSTP and Swiss law governing such terminations would apply. Rather, we are dealing with a legitimate right conferred on the Second Assistant Coach by the contract, which he exercised properly and in a timely manner. The Appellant's arguments to the contrary are simply untenable.

87. In light of all the foregoing considerations, the Panel concludes that the Second Assistant Coach properly and validly exercised the Termination Option granted to him in clause 5.5 of the Second Amendment. Thus, the Contract was terminated in accordance with FIFA RSTP, i.e. by mutual agreement of the parties.
88. It thus follows that the Appellant's request to rule that the Second Assistant Coach terminated the Contract without just cause shall be dismissed in its entirety.

**B. The Respondent's entitlement to receive the salary corresponding to June 2024 and the bonuses claimed**

89. With regard to the Appellant's claim that the Second Assistant Coach's salary of June 2024 should not be payable, the Panel notes that the Club basically contends that the Assistant Coach is not entitled to such salary as he did not effectively perform his contractual duties during such month and resigned from his position in June 2024.
90. In the assessment of this claim, the Panel shall take into consideration that:
- Clause 4.6 of the Contract entitled the Respondent to enjoy four-week paid holidays per year and also stipulated that in the absence of a specific agreement on the holidays schedule, the holidays period would take place in the end of the season:  
  
*"4.6. The Club shall provide to the Coach 4 (four) weeks of holiday (leave) per year during the contract's term. The schedule of the holidays shall be mutually agreed between the Parties. In the absence of schedule, the Coach will be entitled to those holidays in the end of the season. **During the Coach's holiday the Club will be obliged to pay his remuneration.**"*  
(emphasis added)
  - The Respondent left Saudia Arabia for holidays at the end of the season 2023/2024, with the authorization of the Club. The Club's email dated 3<sup>rd</sup> June 2024 ("[...] we wish you a happy holiday") is self-explanatory;
  - Contrary to the Appellant's contention, neither the letter of the Head Coach of 7 June 2024 nor the letter of the Second Assistant Coach of 23 June 2024 can be considered as a resignation of the Second Assistant Coach from his contractual relationship with the Club. The Contract ended on 1<sup>st</sup> July 2024, when the Termination Option was exercised by the Second Assistant Coach.

91. In view of the foregoing, the Panel considers that the Second Assistant Coach's salary of June 2024 is due and shall be paid by the Club. The Second Assistant Coach was on vacation in June 2024, his labour relationship was still in effect and the Club had to pay him for such period, among other reasons because it was expressly agreed in the Contract (*"During the Coach's holiday the Club will be obliged to pay his remuneration"*).
92. It is thus clear for the Panel that the Appellant cannot invoke the application of the *exceptio non adimpleti contractus* not to pay the salary of June 2024.
93. Therefore, the Panel concludes that the Club has no valid reason to oppose to the payment of the Second Assistant Coach's remuneration of June 2024 and that such salary is due and payable. The Appellant's claim in this respect is thus rejected.
94. With regard to the Second Assistant Coach's claim for bonuses, the starting point in the analysis is clause 4.2 of the Contract, which reads as follows:

*"4.2 In addition to the coach remuneration, he will be entitled to receive bonuses match in the amount correspondent to 50% (fifty percent) of the players bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective."*
95. The Club does not contest the general entitlement of the Second Assistant Coach to receive bonuses based on clause 4.2 of the Contract. What is more, the Club's President confirmed at the hearing that sometimes, either right before or after the matches, he granted on behalf of the Club collective bonuses and that the grant of these bonuses was not documented in writing, but simply orally asserted.
96. Nevertheless, the Club denies that the bonuses for the specific matches, the Second Assistant Coach identified in his claim to FIFA, are due.
97. The Panel notes that the Respondent produced to the file a witness statement dated 26 May 2024 signed by the members of the Club's coaching staff (Messrs. Rasović, Ranković and Tepedino) and some players of the Club (Messrs. Popović, Stojković and Nwakaeme) which attest that collective bonuses corresponding to certain matches played between 31 May 2023 and 3 May 2024 had been promised by the Club and were still due (the "Witness Statement"). Those witnesses also consistently confirmed such assertion at the hearing. Even if some of the signatories of the Witness Statement (who also appeared as witnesses at the hearing) are claimants for similar bonuses in other CAS proceedings, the Panel does not consider that their testimony at the hearing was unreliable or deceitful. For the avoidance of doubt, the Panel warned all the witnesses about their obligation to tell the truth and informed them that failure to do so would entail consequences.
98. In contrast, the Panel finds it quite revealing that the Club did not call any witness to contradict the Witness Statement, such as, for example, other players of the Club to say that no bonus was payable for the matches indicated by the Second Assistant Coach in his claim in FIFA. It would not have been difficult for the Club to do so, but, for whatever reason, it decided not to do so. The Club's President declaration at the hearing simply

denying that the bonuses claimed are not due is, in the Panel's view, not enough to this purpose.

99. The Panel shall also note that the fact that the Second Assistant Coach claimed the payment of the bonuses in writing only on 23 June 2024 does not impair the existence or accrual of the bonuses claimed. The Panel does not find it abnormal that this claim was made in the temporary context of an immediate termination of the Contract.
100. Concerning the comparison made by the Club between this case and that submitted to FIFA by its ex-player Mr. Nwakaeme (called as a witness in these proceedings), where the claim of Mr. Nwakaeme for bonuses was rejected, and the inferences the Club intends to draw from it, the Panel does not have sufficient information to properly evaluate the similarity of the two cases and their potential impact on the present case. This is because only the FIFA PSC decision (and not the submissions and evidence) from that case was provided to these proceedings by the Appellant.
101. In light of the aforementioned and of the abundant detailed testimonies regarding the accrual of the bonuses in question, together with the trustworthiness of the witnesses' declarations at the hearing and the Club's failure to provide compelling evidence to support its position on the non-accrual of the bonuses, the Panel is comfortably satisfied that the bonuses claimed by the Respondent are due and payable, as established in the Appealed Decision. Therefore, the Appellant's claim in this respect shall also be rejected.

### **C. Conclusion**

102. Based on the considerations made above, the Panel concludes and resolves that the Club's appeal shall be dismissed and the Appealed Decision shall be confirmed in its entirety.
103. For the sake of completeness, the aforementioned finding makes it unnecessary to address the *ne ultra petita* contentions made by the Respondent in his Answer.

### **X. COSTS**

(...)

## ON THESE GROUNDS

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

1. The appeal filed by Al Fayha Football Club against the decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15227) is dismissed.
2. The decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15227) is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 13 April 2026

## COURT OF ARBITRATION FOR SPORT

Jordi López Batet  
President of the Panel

James Drake KC  
Arbitrator

Anna Bordiugova  
Arbitrator