



TAS / CAS

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

CAS 2025/A/11575 Atlético Mineiro v. Nottingham Forest FC & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Roberto **Moreno Rodríguez Alcalá**, Professor and Attorney-at-Law,
Asunción, Paraguay

in the arbitration between

Atlético Mineiro

Represented by Mr. Luiz Fernando Ribeiro and Mr. Gustavo Nogueira Mendes, Attorneys-at-Law, Nova Lima, Brazil

- **Appellant** -

Nottingham Forest FC

Represented by Mr. Philip Bonner and Mr. Robert Danvers, Attorneys-at-Law, Manchester, United Kingdom

- **First Respondent** -

&

Fédération Internationale de Football Association

Represented by Miguel Liétard Fernández-Palacios, Zürich, Switzerland

- **Second Respondent** -

I. PARTIES

1. Clube Atlético Mineiro (the “**Appellant**” or “**Mineiro**”), is a Brazilian professional football club, affiliated to the Brazilian Football Association (CBF), which is a member of the *Fédération Internationale de Football Association* (FIFA).
2. Nottingham Forest FC (the “**First Respondent**” or “**Nottingham**”), is an English professional football club affiliated to the English Football Association (FA), which in turn is a member of the *Fédération Internationale de Football Association* (FIFA).
3. *Fédération Internationale de Football Association* (the “**Second Respondent**” or “**FIFA**”), an association incorporated under Articles 60 *et seq.* of the Swiss Civil Code, with headquarters in Zürich, Switzerland, is the international governing body of professional football.
4. Nottingham and FIFA shall be jointly referred to as the “**Respondents**” where applicable, and the Appellant and the First Respondent shall jointly be referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

5. The elements set out below constitute a summary of the main relevant facts of the case as established by the Sole Arbitrator, based on the Parties’ written and oral submissions and the evidence examined during these proceedings. It is made for the sole purpose of providing a synopsis of the dispute. Thus, additional facts or issues may be set out, where relevant, in the legal considerations contained in this award.
6. On 22 December 2023, Mineiro and Nottingham executed an “International Transfer Agreement” (the “**Transfer Agreement**”) for the permanent transfer of the Brazilian professional football player [A.] (the “**Player**”) from Nottingham to Mineiro.
7. Clause 3 of the Transfer Agreement stipulated that Mineiro and Nottingham agreed a fixed “Guaranteed Transfer Fee” (the “**Transfer Fee**”) of € 5,000,000, to be paid by Mineiro in the following instalments:
 - € 2,000,000 on or before 11 January 2024 (the “**First Instalment**”);
 - € 1,500,000 on or before 2 January 2025 (the “**Second Instalment**”);
 - € 1,500,000 on or before 15 December 2025 (the “**Third Instalment**”).
8. Additionally, Clause 3 of the Transfer Agreement also established that:

“3.2. The Parties hereby agree that the ‘Guaranteed Transfer Fee’ shall be paid by CAM to NFFC without any deduction of solidarity contribution as detailed in the FIFA Regulations on the Status and Transfer of Players (the ‘FIFA Regulations’) [...]

3.4. All payments by CAM under this clause ‘3’ are subject to receipt by CAM of a valid invoice for the sum due and shall be paid within 14 (fourteen) calendar days of receipt by CAM of that Invoice.

3.4.1. In the absence of such invoice, CAM will not be able nor obliged to make the payment, and such nonpayment shall not constitute a breach of the contract by CAM.

3.5. All sums due to NFFC under this clause '3' shall be paid by CAM to NFFC in full without set off or deduction of any kind or nature whatsoever, so that the sums specified in this Agreement are the sums received by NFFC in cleared funds on or before the due date for each payment.

3.6. If CAM fails to pay any amount owed to NFFC, by the agreed due date(s) as set out in clause '3.1' above, NFFC shall issue a written notice via email. If CAM subsequently fails to fulfil the payment within an additional 15 (fifteen) calendar days after receiving this notification from NFFS, all remaining instalments which have not yet become due at the respective point in time shall immediately, automatically and fully fall due.

3.7. In the event of any payment in this clause '3' not being made on the due date (and it is agreed that time shall be of the essence in so far as payment dates are concerned) then such sum as remains unpaid interest shall accrue at the rate of 05% (five percent) per annum. In addition, CAM shall be responsible for all costs, expenses and losses incurred by NFFC as a consequence of the late or nonpayment and shall indemnify NFFC in respect thereof".

9. On 1 January 2024, Nottingham issued an invoice (identified as No. INV000568), to Mineiro, for the total amount of € 5,000,000, which mentioned the payment schedule agreed to in Clause 3 of the Transfer Agreement, including the three instalments, with their respective amounts and due dates (the "**January Invoice**").

10. On 11 January 2024, Mineiro paid the First Instalment (*i.e.*, € 2,000,000).

11. On 16 December 2024, an officer with Nottingham (Phil Brandon) sent an email to an officer in Mineiro (Luciano Motta), stating:

"I just wanted to confirm that you have everything needed to make the necessary transfer payment of 1.5m EUR on 2nd January 2025 for [A.] as per the transfer agreement.

Please do not hesitate to get in touch if you need anything from us".

12. On that same date, 16 December 2024, the Mineiro officer replied as follows:

"Dear Phil,

I hope you are well.

Thank you for you email.

In copy above, CAM' Finance Dep. for information and carrying out the appropriate procedures.

Do not hesitate to contact me should you need any information".

13. On 6 January 2025, the Nottingham officer sent a further email to Mineiro:

*“Good afternoon,
Could you please confirm when we can expect to receive the payment mentioned below?
Thanks, Phil”*

14. On 7 January 2025, the Mineiro officer replied (the “**January 2025 email**”) stating:

*“Dear Phil,
I hope this email finds you well.
Our CFO, Mr. @Thiago Ribeiro Maia (with copied), gave me feedback today, and first of all, our deepest and sincerest apologies for the delay and default incurred by our club.
We’d like to stick with the terms of the agreement “as is”.
Since the end of last year, our administration and payment schedule have been compromised by the extraordinary volume of labor and taxes commitments. In addition, considering the national championship (Brasileirão 2025) will only start in March, at the beginning of the year our revenue is extremely affected by the lack of relevant matchday income.
All in all, to solve this cashflow problem, CAM’ board expected an investment of EUR 10,000,000.00 in the company by this month, which it has not been completed yet.
This might not be a problem that concerns Nottingham Forest, but we need transparency to show you our utmost effort for settling this payment issue.
Therefore, our Board is kindly requesting a delay from the Nottingham Forest to honor the payment until the end of April.
We do thank you for all your kindness and attention for having this matter with your club properly settled.
Do not hesitate to contact me should you need any information”.*

15. On 16 January 2025 Mineiro paid Nottingham the amount of € 500,000.
16. On 27 January 2025 Mineiro paid Nottingham the amount of € 500,000.
17. On 18 March 2025 the Nottingham officer sent an email to Mineiro stating:

*“Good afternoon,
Hope you’re well?
Could you please let me know when we can expect the final €500,000 owed towards the transfer of [A.] which was due 2nd January 2025?
I feel we have been lenient enough to give you this time, if you could please ensure monies are with us by the end of this week, it would be appreciated”.*

18. On 20 March 2025, Nottingham sent a communication to Mineiro (the “**First Communication**”), which attached a copy of the January Invoice and stated that Mineiro had paid €1,000,000 of the Second Instalment (€500,000 on 16 January 2025 and

€500,000 on 27 January 2025), but €500,000 remained overdue and there was no contractual basis for this delay. It further noted that:

“unless the Outstanding Amount (along with interest due in accordance with clause 3.7 of the Agreement) is received by NFFC on or before 17.00 (London time) on 30 March 2025, we shall, without recourse to CAM, commence proceedings against you under Article 12bis (...) at the earliest opportunity, in which we shall request the immediate payment of the Outstanding Amount (plus interest) and the imposition of sanctions on CAM; -under clause 3.6 of the Agreement, if payment of the Outstanding Amount is not received by NFFC on or before 4 April 2025, all remaining instalments which have not yet become due shall immediately and automatically fall due.”

19. On 05 April 2025, Nottingham sent a communication to Mineiro (the “**Second Communication**”), which again attached the January Invoice, and stated that “*in light of your continued failure to remit the Outstanding Amount (together with interest in accordance with clause 3.7 of the Agreement)*”, Mineiro was “*now in default*”. It added:

“In accordance with clause 3.6 of the Agreement, CAM’s failure to make payment within 15 days of the notification provided on 20 March 2025 has triggered the operation of the acceleration clause. As a result, all remaining instalments under the Agreement – namely the additional €1,500,000 that was previously due on 15 December 2025 – have become immediately and automatically due and payable in full.

We will now, without further recourse to you, be commencing formal proceedings against CAM under Article 12bis of the FIFA Regulations on the Status and Transfer of Players. These proceedings will seek:

Immediate payment of the total outstanding balance of €2,000,000 (comprising the original Outstanding Amount and the accelerated instalments), plus interest; and the imposition of appropriate sanctions on CAM”.

20. On 14 May 2025, Nottingham issued a third communication to Mineiro (the “**Third Communication**”), in which it requested “*immediate payment of the Outstanding Fee*”:

“In the event that such notification is not received from CAM and/or the payment of the Outstanding Fee is not made within 10 days upon receipt of this letter, NFFC will immediately commence proceedings pursuant to Article 12bis of the FIFA RSTP without further notice, on the basis that CAM has already been in default of its payment obligations for “more than 30 days without a prima facie contractual basis” for the purposes of Article 12bis paragraph 2 of the FIFA RSTP.

This letter has therefore been sent in accordance with Article 12bis paragraph 3 of the FIFA RSTP and should be regarded as NFFC putting CAM “in default in writing”.

In the event of non-payment of the Outstanding Fee, NFFC will commence proceedings pursuant to Article 12bis of the FIFA RSTP (...)”.

21. Upon expiration of the 10 days deadline without response by Mineiro, on 27 May 2025, Nottingham submitted a claim before FIFA requesting *inter plurium alia*:

“ii. that CAM is in breach of the Transfer Agreement and has overdue payables in the sum of €2,000,000.00 (two million euros) (net of any taxes or any other deductions) which should be paid immediately;
iii. that CAM is liable to pay accrued interest on this debt from 5 April 2025 to the date of effective payment, at the contractually agreed rate of 5% (five percent) per annum in accordance with clause 3.7. of the Transfer Agreement.
iv. that an immediate registration ban be imposed on CAM (or such other sanction as deemed appropriate by the PSC) in respect of the overdue payables; andv.in accordance with Article 25 paragraph 5 of the Procedural Rules, CAM shall pay the procedural costs pertaining to these proceedings before the PSC..”

22. On 14 July 2025, the Players’ Status Chamber of the FIFA Football Tribunal (the “PSC”) decided to partially grant Nottingham’s claim (the “**Appealed Decision**”) as follows:

“1. The claim of the Claimant, Nottingham Forest FC, is partially accepted.
2. The Respondent, Clube Atlético Mineiro, must pay to the Claimant the following amount(s):
- EUR 500,000 net as outstanding remuneration plus 5% interest p.a. as from 3 January 2025 until the date of effective payment;
- EUR 1,500,000 net as outstanding remuneration plus 5% interest p.a. as from 5 April 2025 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. A warning is imposed on the Respondent.”

23. The grounds of the Appealed Decision were notified on 29 July 2025.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT (“CAS”)

24. On 19 August 2025, the Mineiro filed its Statement of Appeal to the Court of Arbitration for Sport (the “CAS”), pursuant to Article R48 *et seq.* of the Code of Sports-related Arbitration (the “Code”) (ed. 2025), against Nottingham and FIFA, with respect to the Appealed Decision, requesting that the present case be submitted to a Sole Arbitrator. The Respondents agreed to submit this matter to a Sole Arbitrator.
25. On 18 September 2025, pursuant to Article R51 of the Code, the Appellant filed its Appeal Brief.
26. On 2 October 2025, the CAS Court Office, pursuant to Article R54 of the Code and on behalf of the President of the CAS Appeals Arbitration Division, enclosed a “Notice of Formation of the Panel”, and informed the Parties that the Panel appointed to decide the case had been constituted as follows:

Sole Arbitrator: Roberto Moreno, Attorney-at-Law and Professor in Asunción, Paraguay

27. On 13 October 2025, First Respondent submitted its Answer to the Appeal Brief, in accordance with Article R55 of the Code.
28. On 10 November 2025, FIFA submitted its Answer to the Appeal Brief, in accordance with Article R55 of the Code.
29. On 5 December 2025, the Appellant requested the case be decided on the basis of the written submissions and evidence already filed by the Parties. Both Respondents confirmed that a hearing was not necessary in this matter.
30. On 15 December 2025, the CAS Court Office, on behalf of the Sole Arbitrator, pursuant to Article R57 of the Code, informed the Parties that the Sole Arbitrator deems himself sufficiently well-informed to decide this case based solely on the Parties' written submissions, without the need to hold a hearing and that therefore the evidentiary proceedings were now closed.
31. On 11 March 2026, the CAS Court Office, on behalf of the Sole Arbitrator, sent the Order of Procedure to the Parties. The Parties duly signed the Order of Procedure, confirming their agreement that the that the Sole Arbitrator decides this matter based on their written submissions and their right to be heard has been respected.

IV. SUBMISSIONS OF THE PARTIES

32. While the Sole Arbitrator has carefully considered all facts, arguments, and evidence submitted by the Parties, their respective submissions have been duly summarized in this section of the award.
33. The Appellant's submissions in its Appeal Brief can be summarized according to the following lines of factual and legal argumentation:
 - After outlining the factual circumstances surrounding the case, the Appellant referred to the following points of its appeal: a) Absence of contractual default by Mineiro. Lack of valid and timely invoice as a condition precedent (Clauses 3.4 and 3.4.1 of the Transfer Agreement) and principle of *exceptio non adimplenti contractus*. According to Mineiro, the core issue concerns its alleged non-payment of the full amount of the Second Instalment of the Transfer Fee. However, a proper interpretation of the Transfer Agreement shows that the Appellant had no enforceable obligation to pay until the contractual conditions precedent had been satisfied.
 - In particular, Clauses 3.4 and 3.4.1 provide that payment of each instalment is conditional upon receipt of a valid, compliant, and timely invoice: "3.4. All payments by CAM under this clause '3' are subject to CAM's receipt of a valid

invoice for the amount due and shall be paid within 14 (fourteen) calendar days of CAM's receipt of such invoice.

3.4.1. In the absence of such invoice, CAM shall neither be able nor obliged to make payment, and such non-payment shall not constitute a breach of contract by CAM.”

- Mineiro submits that, under the Transfer Agreement, the non-occurrence of a condition precedent suspends the maturity of the obligation. In the absence of a valid and timely invoice, the duty to pay never became due and therefore no default could arise.
- Mineiro further argued that this interpretation is consistent with Swiss law. The principle of *exceptio non adimpleti contractus*, reflected in Article 82 of the Swiss Code of Obligations (the “SCO”), allows a party to withhold performance until the counterparty performs its own corresponding obligation.
- Mineiro also stated that the issuance and delivery of a compliant invoice constituted an agreed precondition to payment. Nottingham's failure to satisfy that precondition entitled the Appellant to withhold payment without incurring default. In this framework, an invoice is not a mere formality but the instrument that renders the payment claim enforceable.
- In the present case, invoice No. INV000568, issued on 1 January 2024 for the first instalment due on 11 January 2024, was later reused by the First Respondent to claim the second instalment. As the document pre-dated the contractual due date of the second instalment (2 January 2025) by nearly twelve months, it was premature and ineffective to trigger maturity of that obligation. Such use disregards the payment schedule and the function of an invoice, namely to constitute a synchronized and enforceable demand for an obligation that is actually due.
- Pursuant to Article 82 SCO, the Appellant was therefore entitled to withhold payment until the First Respondent issued a valid invoice for the amount actually due. Without that step, the condition precedent to the Appellant's performance was not satisfied.
- The application of *exceptio non adimpleti contractus* in football disputes has been recognized in CAS jurisprudence. The Appellant referred, *inter alia*, to CAS 2013/A/3089 and CAS 2015/A/4232, which confirm that under Article 82 SCO a party may not demand performance unless it has discharged or offered to discharge its obligations. Although CAS 2015/A/4232 noted that the principle cannot apply where invoicing is merely a secondary obligation, the Appellant argued that the present case differs because Clauses 3.4 and 3.4.1 elevate the issuance of a compliant invoice to a contractual condition precedent.
- According to the Appellant, the express wording that payments are “subject to CAM's receipt of a valid invoice” and that in the absence of such invoice CAM is neither able nor obliged to pay establishes an unequivocal condition precedent that must be fulfilled before maturity can arise.

- The distinction between a secondary administrative requirement and a genuine condition precedent is therefore decisive. Here, the parties expressly agreed that invoice validity and timing determine when the payment obligation becomes due.
- The Appellant argued that the Single Judge's suggestion that Mineiro should have immediately contested the invoice misunderstands the nature of a condition precedent. Under Swiss law, an obligation does not mature until the agreed condition has been satisfied, and the creditor bears the burden of fulfilling that precondition. It further submitted that a condition precedent may only be waived through an express or unequivocal manifestation of intent. Silence or inaction cannot constitute waiver where the contract expressly provides that payment is neither due nor possible without a valid invoice.
- Likewise, the payment of the First Instalment and partial payment of the second cannot amount to acceptance of an invalid invoice for future obligations, since each instalment constitutes a separate obligation with its own maturity mechanism.
- According to the Appellant, its conduct demonstrates good faith: it complied whenever contractual preconditions were met and consistently required a valid invoice for each instalment.
- b) Failure to issue a compliant invoice. No default and no acceleration: The Appellant further submitted that the January Invoice clearly identified itself by number, specified "immediate" as its due date and referred to payment due on 11 January 2024, corresponding to the first instalment of EUR 2,000,000.
- Nottingham Forest later reused that same invoice to demand payment of the second instalment. This approach, according to the Appellant, disregards the Transfer Agreement's requirements governing invoicing and maturity of each instalment.
- Clauses 3.4 and 3.4.1 require that invoices correspond to a specific obligation that is currently due and be issued in line with the instalment schedule. Reusing an invoice issued for a prior obligation is incompatible with those provisions and defeats their chronological and protective function.
- The reuse of the January Invoice for the Second Instalment due on 2 January 2025 therefore fails to satisfy the validity and timeliness requirements of Clauses 3.4 and 3.4.1. As a result, the Second Instalment never became due and the Appellant's refusal to pay cannot constitute default.
- Consequently, the reliance on the acceleration clause (Clause 3.6) is misplaced, since acceleration presupposes a valid default. In the absence of maturity of the second instalment, no default occurred and acceleration cannot be triggered.

- In conclusion, the Appellant argued that the absence of a compliant invoice means the condition precedent to payment was not satisfied. Accordingly, the second instalment did not mature and no interest, penalties or sanctions can arise.
 - c) No default interest on accelerated sums: Without prejudice to its primary position, the Appellant argued that if the Sole Arbitrator were nevertheless to find an amount outstanding, default interest to the Third Instalment should accrue only from its original contractual due date and not from the accelerated maturity date.
 - According to the Appellant, acceleration already constitutes a contractual sanction. Imposing default interest from the acceleration date would duplicate the sanction for the same breach and would be inconsistent with proportionality and contractual fairness. The Transfer Agreement contains no clause authorizing interest on accelerated sums prior to their original maturity. The Third Instalment, contractually due on 15 December 2025, cannot therefore bear interest before that date. Accordingly, even if acceleration were upheld, default interest should accrue only from 15 December 2025.
 - Disciplinary sanction: Finally, the Appellant argued that the disciplinary warning issued under Article 12bis RSTP should be set aside. Disciplinary sanctions presuppose a clear and unjustified breach, which did not occur.
 - Since Nottingham failed to satisfy the contractual condition precedent of issuing a valid invoice, no enforceable payment obligation arose and therefore no “overdue payable” existed under Article 12bis.
 - Moreover, the Appellant submitted that its conduct was based on a prima facie contractual justification. Article 12bis is intended as a summary enforcement mechanism for clear and undisputed debts and is not suitable for resolving genuine contractual disputes regarding the maturity of a payment obligation.
 - According to the Appellant, fundamental principles of due process require that the contractual issues be resolved first before any disciplinary sanction may be imposed. The warning therefore lacks both a factual and legal basis and should be annulled in its entirety.
34. For its part, the First Respondent in its response makes the following arguments:
- Nottingham submits that the PSC correctly decided its claim in the Appealed Decision and that the Appeal should therefore be dismissed in its entirety. In summary, Nottingham argues that: i) it issued a valid invoice to Mineiro in accordance with Clause 3.4 of the Transfer Agreement; ii) the Agreement did not require the issuance of separate invoices for each instalment of the Transfer Fee; iii) Mineiro had no contractual basis for failing to make full payment of the Second Instalment; iv) Mineiro only raised the argument regarding additional invoices retrospectively and in bad faith; and v) Nottingham fully complied with its obligations, resulting in the valid acceleration of the Third Instalment.

- Nottingham also refers to the broader context of the Appeal. According to Nottingham, Mineiro did not provide any explanation or legal justification for its failure to comply with its contractual payment obligations under the Transfer Agreement until the FIFA claim was filed. Even then, Mineiro allegedly failed to identify a valid contractual basis for withholding payment.
- Nottingham states that it issued an invoice on 1 January 2024 pursuant to Clause 3.4 of the Transfer Agreement. The January Invoice clearly indicated the total amount of the Transfer Fee, the amount of each instalment and the respective due dates under a payment schedule. Mineiro subsequently paid the First Instalment and made two partial payments towards the Second Instalment, thereby acknowledging the validity of the invoice.
- Nottingham emphasizes that the Transfer Agreement does not require the issuance of multiple invoices nor imposes specific timing requirements for such invoices. Clause 3.4 refers to the issuance of “a valid invoice” in the singular. Nottingham further submits that issuing a single invoice containing the full payment schedule is a common and commercially reasonable practice both in football transfers and in commercial transactions generally.
- Also refers to Swiss law, which applies subsidiarily to the present dispute. In particular, Article 18 of the SCO provides that contractual provisions must be interpreted according to the true and common intention of the parties. In Nottingham’s view, both the wording of the Transfer Agreement and the conduct of the parties demonstrate that the parties did not intend to require multiple invoices as a condition for payment.
- Nottingham further notes that Mineiro never raised any objection regarding the alleged need for additional invoices at the time the Second Instalment fell due or when it made the two partial payments. Instead, Mineiro referred to difficulties related to its cash flow as the reason for the delayed payment. Nottingham therefore submits that Mineiro’s current argument regarding the alleged absence of a valid invoice was only raised retrospectively once the FIFA proceedings had already been initiated.
- In any event, Nottingham explains that the invoice was resent to Mineiro on 20 March 2025 together with the contractual notice requesting payment of the outstanding portion of the Second Instalment. The invoice was subsequently sent again on 5 April 2025. Nottingham submits that even under Mineiro’s interpretation, payment should have been made within 14 days following receipt of the invoice, which did not occur.
- Nottingham rejects Mineiro’s reliance on the principle of *exceptio non adimpleti contractus*, arguing that the principle is not applicable because Nottingham fully complied with its own contractual obligations under Clause 3.4 of the Transfer Agreement. According to Nottingham, Mineiro’s failure to pay the Second Instalment therefore constitutes a straightforward breach of its financial obligations.

- The First Respondent also argues that Mineiro's conduct is inconsistent with its position in the Appeal. By making two partial payments of the Second Instalment without requesting a further invoice, Mineiro effectively acknowledged the validity of the invoice and waived any alleged condition precedent requiring additional invoices.
 - Nottingham further relies on CAS jurisprudence supporting this interpretation. In particular, it refers to the award CAS 2015/A/4232, which confirms that the issuance of an invoice constitutes, at most, a secondary obligation under a contract and cannot be invoked to suspend the debtor's primary obligation to make payment.
 - It further submits that Mineiro acted contrary to the principle of good faith by raising its arguments only after the FIFA Claim was filed and by failing to engage with Nottingham's contractual notices regarding the outstanding payment.
 - As a result of Mineiro's breach of the Transfer Agreement, Nottingham submits that the acceleration of the Third Instalment was validly triggered. Nottingham also maintains that it complied with Clause 3.6 of the Transfer Agreement by sending a written notice on 20 March 2025 granting Mineiro an additional period of 15 days to remedy its breach.
 - Nottingham also notes that the Third Instalment would in any event have fallen due shortly thereafter, and that Mineiro has effectively benefited from significant delays in payment by relying on the procedural timelines of the FIFA and CAS proceedings.
 - Finally, the First Respondent argues that the contractual interest of 5% per annum on the outstanding amount was freely negotiated and agreed between the parties. Such interest is consistent with the principle of contractual freedom under Swiss law, as reflected in Article 19 of the Swiss Code of Obligations and Article 104 SCO.
 - Accordingly, Nottingham submits that Mineiro must pay the full outstanding transfer fee together with the agreed contractual interest.
35. Finally, in its Answer, the Second Respondent made the following legal and factual observations:
- A) The horizontal dispute between the Parties: FIFA emphasized that the present dispute corresponds to a strictly contractual dispute between the Parties, i.e., a purely "horizontal" dispute, in which Nottingham claimed the payment of overdue payables from the Appellant before FIFA's PSC.
 - The Appellant argues that it was not in default or on breach of the Transfer Agreement, as Nottingham failed to trigger the payment obligation by issuing a valid and timely invoice as required under the terms of the Agreement, and therefore, asserts that there was no basis for FIFA to apply any disciplinary measures, since the prerequisites in Article 12.2bis RSTP were not satisfied.

- Notwithstanding the above, and within the context of the de novo review power of the CAS (in this case, the Sole Arbitrator) pursuant to Article R57 of the CAS Code, if it is determined that the alleged debt did not exist or that the formal requirements for the application of Article 12bis of the RSTP were not met, the warning issued on the basis of this provision would be rendered null and void. On the contrary, should the existence of said debt and the Appellant's default be confirmed, FIFA submits that the warning imposed must be confirmed, for the reasons set out below.
- With the above in mind, FIFA refrained from commenting on the contractual dispute between the other parties to this proceeding and limits its observations exclusively to the scenario in which the Sole Arbitrator confirms the existence of overdue payables owed by the Appellant in the context of the present dispute.
- B) Violation of Article 12bis RSTP by the Appellant and validity of the imposed warning: In the case at hand, the Appellant seeks to justify its failure to comply with the payment instalments stipulated in the Transfer Agreement by alleging that the First Respondent did not issue an invoice requesting payment of the fixed amounts. Specifically, the Appellant contends that Nottingham reused the invoice originally issued for the first instalment to demand payment of the second. The Appellant argues that this reused invoice did not validly trigger the obligation to pay the second instalment, as it pertained to a prior obligation and therefore failed to comply with the provisions of the Agreement. According to the Appellant, this undermined the invoice's intended "protective and chronological function," and as such, its refusal to pay on this basis "cannot constitute default"
- In this regard, having analyzed the Appellant's failure to justify its argument regarding the alleged invalidity of the invoice received from Nottingham, and further noting its inability to demonstrate any contractual provision requiring the First Respondent to issue a separate invoice for each of the three instalment payments in order to trigger the Appellant's own responsibility to comply with a pre-agreed monetary obligation, FIFA will now set out the reasons why Article 12bis of the RSTP was correctly applied by the Players' Status Chamber (PSC) in the present case. To that end, it is necessary to provide a detailed explanation of the procedure and reasoning followed by the PSC in rendering the Appealed Decision, based on Article 12bis of the RSTP, namely, the breach of a financial obligation undertaken.
- FIFA recalled Article 12bis of the RSTP. The application of the article and the consequent imposition of disciplinary sanctions require that the following elements are met: i. There must be a delay of 30 days in the payment of an amount, without there being a contractual basis or exception for such delay; and, ii. The creditor club must have placed the debtor club in default in writing and given the latter a period of at least ten days to comply with its financial obligations (i.e., the payment of the debt).

- In the present case, Mineiro does not dispute the existence of the Agreement or the arrangement of the payment instalments. What it does contest, however, is the contractual default and the conditions precedent for such default to be established.
- Specifically, according to what Mineiro states in its Appeal Brief, the First Respondent had to issue an individual invoice to make each of the three instalments collectable in their favor, and not to “reuse” the first invoice that was received and acknowledged by the Appellant, which specified all the payment schedule. Therefore, since Nottingham did not specifically produce a new invoice to claim the payment of the second instalment, Mineiro holds, on a unilateral basis, that “*the absence of a valid and timely invoice*”, generates the suspension of “*the maturity of the corresponding obligation*”.
- Without intention to expand upon the horizontal dispute between the Parties, it noted that while the Appellant mainly seeks to challenge the validity of Nottingham’s claim for payment of the Second Instalment by arguing the absence of a “valid and timely invoice” as a condition precedent -and allegedly not met- to its default, on 16 and 27 January 2025, the Appellant -without raising any objection to the invoice- made payments totaling € 1,000,000 towards the Second Instalment, which reasonable demonstrates its acknowledgement of the so called “reused” invoice and its intention to partially fulfil its debt.
- Moreover, from the review and analysis of the Transfer Agreement signed between the parties, its provision 3.4 states that all payments instalments were “subject to receipt by CAM of a valid invoice for the sum due and shall be paid within 14 (fourteen) calendar days of receipt by CAM of that Invoice”. A simple reading of this clause does not suggest what the Appellant alleges, this is, that the Respondent was under an obligation to issue a separate and specific invoice for each of the three payments agreed upon by the parties.
- Accordingly, the invoice issued by Nottingham on 1 January 2024, which indicated the total amount agreed (€ 5,000,000), while also expressly itemizing each of the payments set out in Clause 3.1 of the Agreement, was considered deemed valid by the PSC.
- Additionally, the Single Judge of the PSC examined the communication sent by Nottingham to Mineiro on 20 March 2025, demanding payment of the outstanding portion of the second instalment. The Judge also reviewed the two default notices issued to the Appellant on 5 April 2025 and 14 May 2025, both in which the Appellant was formally placed in default and was given the appropriate opportunity to fulfil its contractual obligations.
- Regardless of having approximately four months between the date on which the second installment became due and the first notice of default, and despite having had ample opportunity to complete the payment of the remaining EUR 500,000 of the second installment, the Appellant failed to fully satisfy the outstanding debt, and it is only at this stage of the proceedings that the Appellant choose to raise objections

regarding the validity of the invoice with which Nottingham initiated the collection process.

- In light of the factual background explained above, the contractual provisions and timeline of the payments, the PSC concluded that the Appellant had delayed the payment of the complete amount of the second instalment without a *prima facie* contractual basis, triggering at the same time the acceleration of the third instalment payment, as well as the configuration of the 5% of interest claimed by Nottingham, and, therefore, the criteria enshrined in Article 12bis RSTP were met in the case at hand.
- With respect to the imposition of the disciplinary sanction under review, the requirements set forth in the formal requirements stipulated in Article 12bis RSTP were met, this is: the existence of overdue debt(s) for more than thirty (30) days; and a written notice of default, granting a period of at least ten (10) days for the fulfilment of the financial obligations.
- Considering that both conditions set out in Article 12bis of the RSTP have been fulfilled and given that Mineiro has failed to demonstrate compliance with its financial obligations, there is no doubt that the aforementioned provision is applicable to the present case. Therefore, the Appellant undoubtedly infringed Article 12bis RSTP in this present matter.
- In this regard, it is important to note that the objective of Article 12bis of the RSTP is to ensure the preservation of contractual stability between the Parties, by consistently safeguarding the proper fulfilment of financial obligations by clubs. For this reason, the sanctioning authority granted under this provision has been repeatedly recognized by CAS in its jurisprudence.
- FIFA did not dispute the authority of the Sole Arbitrator to review the case de novo pursuant to Article R57 of the CAS Code. However, it emphasized that disciplinary decisions (*in casu*, the issuance of a warning by the PSC) should only be modified in cases where the FIFA decision-making body has exceeded the margin of discretion granted by the principle of autonomy of sports organizations. In other words, such disciplinary decisions may only be subject to review when the decision-making body has acted arbitrarily in adopting the sanction. This power of review should therefore be exercised only when the sanction imposed is clearly and manifestly disproportionate, adding that this position has been confirmed by CAS in recent jurisprudence which is quoted in full.
- Given that CAS itself has acknowledged that FIFA's decision-making bodies (*in casu*, the PSC) have full discretion to impose any of the sanctions provided under Article 12bis RSTP, and following an assessment of the circumstances of the present case, the PSC decided to sanction the Appellant with a warning in accordance with Article 12bis(4)(b) RSTP.

- FIFA highlighted that sanctions imposed by its decision-making bodies under Article 12bis RSTP are not based solely on the amount overdue, but rather on a range of factors, including the specific circumstances surrounding the case, the conduct of the parties during the investigation, the amount granted, the seriousness of the breach, and whether the sanctioned party has previously been found responsible for having overdue payments.
- FIFA emphasized that the sanction imposed on the Appellant in the Appealed Decision is the least severe among those contemplated under Article 12bis (4) RSTP. The PSC opted to impose the minimum possible sanction -a warning- despite the fact that Article 12bis (4) RSTP provides for more severe measures.
- Considering that this was Mineiro's first offense within the last two years, the PSC, exercising its discretionary powers, rightly considered that the logical consequence was to impose only a warning.
- Accordingly, there can be no doubt that the warning issued by the PSC was properly applied, based on the Club's overdue debts, its non-compliance, and the specific circumstances of the case, and should therefore be confirmed without further delay.

V. REQUESTS FOR RELIEF

36. In its Appeal Brief, the Appellant requested that CAS rule as follows:

- 1. To accept and uphold the present appeal.*
- 2. To set aside the Challenged Decision on the following grounds:*
 - (i) The issuance of a valid invoice by Nottingham Forest was a contractual condition precedent to maturity of the second instalment, which was not satisfied. Accordingly, no payment obligation validly fell due at the relevant time and Atletico Mineiro committed no default;*
 - (ii) Any acceleration asserted by Nottingham Forest is inapplicable and/or ineffective in the absence of compliance with the agreed invoicing mechanism and maturity conditions. Consequently, interest is not due on any purportedly accelerated amount.*
 - (iii) In the alternative, only in the event the Sole Arbitrator were to find that the third instalment has been validly accelerated, that interest on the accelerated amount shall accrue, if at all, only from 15 December 2025, and that no default interest is owed prior to that date;*
 - (iv) To set aside in full the disciplinary warning imposed by FIFA on Atletico Mineiro, because the conditions for Article 12bis disciplinary measures are not met in these circumstances.*
- 3. To order the Respondents to bear all costs associated with these proceedings, including a contribution towards Appellant's legal fees, in an amount to be determined at the discretion of the Sole Arbitrator.*

37. For its part, in its Answer to the Appeal, Nottingham submits the following *petitum*:

- i. This Answer is admissible and well-founded; and*
- ii. The Appellant's Appeal is dismissed and/or it falls to be rejected on the merits; and*
- iii. The Appellant must pay the costs of these appeal proceedings in full; and*
- iv. The Appellant must pay in full, or, in the alternative a contribution towards, the legal costs and expenses of the First Respondent, pertaining to these appeal proceedings before the CAS pursuant to Article R64.5 of the CAS Code.*

38. Lastly, in its Answer to the Appeal, FIFA requested the following relief:

- i. Reject the requests for relief sought by the Appellant;*
- ii. Confirm the Appealed Decision in its entirety;*
- iii. Order the Appellant to bear the full costs of these arbitration proceedings.*

VI. JURISDICTION

39. Article R47 of the CAS Code provides that:

“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”.

40. In its Statement of Appeal and Appeal Brief, Mineiro invoked the jurisdiction of the CAS based on Article R47 of the Code and the FIFA Statutes; in turn, both Respondents have explicitly acknowledged the CAS's jurisdiction to adjudicate the present appeal in accordance with the provisions set forth in the Code and the FIFA Statutes.

41. Thus, all Parties have accepted the jurisdiction of the CAS and have subsequently confirmed it by returning the duly signed Order of Procedure, which constitutes an additional and unequivocal manifestation of the Court's jurisdiction.

42. Consequently, the Sole Arbitrator finds that according to the applicable rules and the position of all parties involved, the CAS has full jurisdiction to hear this appeal.

VII. ADMISSIBILITY

43. Article R49 of the CAS Code provides that:

“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”.

44. In line with this provision, Article 50(1) of the FIFA Statutes likewise provides for a 21-day time limit to lodge an appeal before the CAS following receipt of the decision.

45. *In casu*, the grounds of the Appealed Decision were notified on 29 July 2025, and the Appellant filed its Statement of Appeal on 19 August 2025; *ergo*, within the time limit.
46. Thus, the Sole Arbitrator finds the appeal to be formally admissible.

VIII. APPLICABLE LAW

47. In relation to this matter, Article R58 of the Code establishes that:

“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”.

48. As for the positions of the Parties: Mineiro referred to Article R58 of the Code and further invoked Clause 7.9 of the Transfer Agreement, pursuant to which this arbitration shall be decided in accordance with the FIFA Statutes and Regulations, “specifically the March 2023 Edition of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP” – Exhibit 5), as the Transfer Agreement was executed on 22 December 2023”, noting that “additionally” Swiss law should apply.
49. Nottingham stated that in accordance with Article 49(2) of the FIFA Statutes and Article R58 of the Code the Panel must apply FIFA Regulations and subsidiarily Swiss law. However, it further noted that in accordance with Article 26(2) of the FIFA Regulations (and contrary to paragraph 15 of the Appeal Brief), whilst the Transfer Agreement to which this dispute relates was signed on 22 December 2023, the edition of the FIFA RSTP that came into force on 1 January 2025 shall be applicable as to the substance of this matter given the dispute does not relate to either (i) training compensation, or (ii) the solidarity mechanism and was referred to FIFA on 27 May 2025.
50. For its part, FIFA stated that the FIFA Statutes and the FIFA regulations, constitute the applicable law to the matter at hand and subsidiarily Swiss law shall be applied should the need arise to fill a possible gap in the regulations of FIFA.
51. In this case, there is no doubt that the primary rules are constituted by the "applicable regulations": the rules that make up the regulatory architectural framework of FIFA. Particularly, albeit not exclusively, the FIFA Statutes and the RSTP.
52. With regards to the applicable edition of the RSTP, the Sole Arbitrator notes that Article 26(1) and (2) of the RSTP (which is found in both the 2023 and 2025 editions) states that:
- “(1) Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations (...).*

(2) *As a general rule, other cases shall be assessed according to these regulations with the exception of the following: a) disputes regarding training compensation; b) disputes regarding the solidarity mechanism.*

Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose”.

53. The FIFA Commentary on the RSTP (2023) notes that:

“The general principle is simple: the current edition of the Regulations applies ex nunc, that is, from the moment the Regulations come into force onwards, as detailed in article 26 paragraph 2. In other words, all cases or matters submitted to FIFA after the current edition of the Regulations came into force should be assessed according to the current version of the Regulations”¹.

54. The view that the date of the dispute submission to FIFA is generally the decisive moment has been confirmed in CAS jurisprudence. *Ex multis*, in case CAS 2015/A/4310 (which incidentally also referred to Article 12bis of the RSTP), it was held that the applicable date is the lodging of the claim before FIFA.

55. The Sole Arbitrator finds that there is no valid reason to depart from the general regulatory rule and apply the version of the RSTP in force at the time of the lodging of the claim before FIFA; *in casu*, 27 May 2025.

56. This entails that the applicable version is the 01 January 2025 of the RSTP.

57. In any event, the Sole Arbitrator notes that the issue is in the final analysis immaterial, since there is no relevant or substantial difference in the potentially applicable texts.

58. On the other hand, with regards to the secondary rules, there is no doubt that the subsidiary rule is Swiss law *in lieu* of a choice by the Parties (*i.e.*, [b] “*the law of the country in which the federation... is domiciled*”).

59. Finally, the Sole Arbitrator notes that Article 49(2) of the FIFA Statutes establishes that “*CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law*”.

60. In conclusion: the Sole Arbitrator finds that this dispute must be resolved applying the regulations of FIFA (including but not limited to the RSTP – January 2025 ed.) and, subsidiarily, Swiss law.

¹ <https://digitalhub.fifa.com/m/40da0f707efdd011/original/FIFA-Commentary-on-the-FIFA-Regulations-for-the-Status-and-Transfer-of-Players-2023-edition.pdf>.

IX. MERITS

A. Preliminary analytical framework: undisputed and disputed issues of the case

61. As a preparatory step toward the proper elucidation of this appeal, the Sole Arbitrator must set, *in primis*, an analytical demarcation between the disputed and undisputed issues.
62. Regarding the fundamental facts: there is no dispute as to the existence of the Transfer Agreement entered into between Mineiro and Nottingham for the transfer of the Player for € 5,000,000, payable in three instalments: (i) the First Instalment: € 2,000,000 no later than 11 January 2024; (ii) the Second Instalment: € 1,500,000 no later than 2 January 2025; and (iii) the Third Instalment: € 1,500,000 no later than 15 December 2025.
63. Consequently, there is no controversy as to the existence of the Transfer Agreement; nor with respect to the amounts owed by Mineiro to Nottingham under the Agreement; nor to the fact that the debt was to be paid in three instalments, the respective due dates of which are likewise undisputed.
64. There is also no dispute that Mineiro paid the First Instalment in a timely manner, and that it made two partial payments of the Second Instalment – € 500,000 on 16 January 2025 and € 500,000 on 27 January 2025.
65. Finally, there is no dispute that Nottingham issued one single invoice, the January Invoice, which included a reference to the three instalments and their due dates.
66. The core dispute between the Parties revolves around whether this January Invoice is sufficient for fulfilling the provisions foreseen in Clause 3 of the Transfer Agreement with respect to the Second Instalment, or whether a new or separate invoice should have been issued by Nottingham.
67. Nottingham contends that no separate invoice was required and thus Mineiro unjustifiably failed to pay the totality of the Second Instalment, thereby triggering the acceleration clause set forth in Clause 3.6. On that basis, Nottingham filed its claim before FIFA, which, through the Appealed Decision, ordered Mineiro to pay: (i) € 500,000 corresponding to the Second Instalment, plus 5% interest per annum as from 3 January 2025; and (ii) € 1,500,000 for the Third Instalment, plus interest at the rate of 5% per annum as from 5 April 2025. In addition, the Single Judge imposed a warning on Mineiro.
68. Mineiro, for its part, grounds the substance of its appeal on the argument that Nottingham failed to comply with the conditions required under Clauses 3.1, 3.4 and 3.4.1 of the Transfer Agreement, by not issuing a new and separate invoice for the Second Instalment, which was a condition precedent to its own obligation. Mineiro submits that, in the absence of a separate valid and timely invoice, its obligation to remit the Second Instalment had not yet fallen due, and therefore it cannot be considered in default for failing to perform an obligation that, by operation of the contract, had not yet “matured”, nor could the acceleration provision be applied to the Third Instalment.

69. *In subsidio*, Mineiro argues that default interest cannot be applied on the accelerated amount (*i.e.* € 1,500,000 from 5 April 2025) as it would be a cumulative sanction or penalty (the *ne bis in idem* argument). Finally, Mineiro contests the disciplinary warning imposed by the FIFA Single Judge pursuant to Article 12bis of the FIFA RSTP.
70. The legal dispute in this case therefore revolves around a clear core issue: (i) on a proper interpretation of the Transfer Agreement, was Nottingham under a duty to issue a separate and individual invoice for the Second Instalment or was the January Invoice sufficient? As an implication or consequence of this interpretation –that a separate invoice was required— Mineiro’s concomitantly alleges that (ii) it was not in default for the Second Instalment and further that the Third Instalment could not be accelerated.
71. The two other issues were raised by Mineiro as subsidiary to the previous arguments: (iii) whether default interest can be applied on the (accelerated) Third Instalment and (iv) whether the disciplinary sanction was correctly imposed by FIFA.
72. The Sole Arbitrator will henceforth adopt the following analytical framework for the elucidation of this appeal:
- (i) **First issue:** *Does the Transfer Agreement require a separate and individual invoice by Nottingham for the Second Instalment or is the January Invoice sufficient?*
 - (ii) **Second issue:** *Was Mineiro in default and should the acceleration provision apply to the Third Instalment?*
 - (iii) **Third issue:** *Can default interest be applied to the accelerated sums (the *ne bis in idem* argument)?*
 - (iv) **Fourth issue:** *Was the disciplinary sanction correctly imposed by FIFA?*

B. First issue: Does the Transfer Agreement require a separate and individual invoice by Nottingham for the Second Instalment or is the January Invoice sufficient?

A) *The arguments by Mineiro*

73. The first issue that the Sole Arbitrator must analyze is whether there was a condition precedent for the emergence of Mineiro’s obligation to pay the Second Instalment; namely: the issuance of a separate valid and timely invoice by Nottingham.
74. Mineiro alleges that under a proper construction of the Transfer Agreement’s provisions it was under no enforceable obligation to pay the relevant amount until all conditions precedent had been duly satisfied. According to Mineiro’s interpretation, Clauses 3.4 and 3.4.1 of the Transfer Agreement constitute clear conditions precedent to the maturity of the payment obligation. Under those terms, the non-occurrence of a condition precedent

suspends the maturity of the corresponding obligation, and in the absence of a valid and timely invoice, the Appellant's duty to remit the Second Instalment did not fall due. Accordingly, Mineiro cannot be in default for failing to fulfil an obligation that, by operation of the contract, had not yet matured.

75. Mineiro also invokes the *exceptio non adimpleti contractus*, reflected in Article 82 of the SCO, which entitles a party to withhold performance until the counterparty has duly performed (or is ready and willing to perform) its corresponding obligation.
76. In a nutshell, Mineiro submits that the absence of a specific and separate invoice with respect to the Second Instalment prevented its obligation from becoming due and payable.
77. Now: it is not disputed that Nottingham issued one invoice which included the Transfer Fee and a mention to the three instalments, *i.e.* the January Invoice. Thus, Invoice No. INV000568 includes: (i) the total amount of the Transfer Price (€ 5,000,000); (ii) the individualized breakdown of the three instalments; and (iii) the due dates of each of them.
78. Mineiro's contention is not that the January Invoice was not issued, but rather that under the proper interpretation of the Transfer Agreement each instalment had to be preceded by a specific, individual invoice referring to each instalment.
79. For the reasons contained in the subsequent paragraphs, the Sole Arbitrator disagrees with this purported interpretation of the Transfer Agreement.

B) Article 18 of the SCO and the criteria of interpretation according to the case law of the Swiss Federal Tribunal

80. The fundamental rule in this matter under the applicable law is Article 18 of the SCO:

“When assessing the form and clauses of a contract, the true and common intention of the parties must be ascertained, without dwelling on inexact expressions or designations that they may have used, whether by mistake or to disguise the true nature of the agreement” (free translation by the Sole Arbitrator).
81. The Swiss Federal Tribunal (the “SFT”) has copious and consistent case law on this rule.
82. In general, the SFT has held that, when faced with an interpretative or hermeneutic question, the judge/arbitrator must proceed “in two stages”: first, by determining the so-called “subjective interpretation” and, only if this fails to yield a meaning, it must proceed to the “objective interpretation” according to the principle of trust or *confidence/Vertrauensprinzip* (*ex multis*: ATF 121 III 118), which is deduced from the rules of “good faith” (ATF 144 III 93). This precedence of subjective interpretation over objective interpretation is known as its “*priorité*” (ATF 144 III 93 or ATF 138 III 659).
83. Subjective interpretation consists of seeking the “true and common intention” of the parties, according to their declarations of will, but also according to the general context of the relationship, in particular, the subsequent conduct of the parties (ATF 144 III 93),

without dwelling on the inaccurate expressions and designations that the parties may have used (ATF 140 III 86). To resolve the issue of subjective interpretation, there are various “means of interpretation”² accepted in Swiss law, such as “the text” or the literal meaning of the terms, as well as “complementary means”, including “the place, the time and the circumstances” (ATF 144 III 93), and the behavior of the parties, both in the negotiations and subsequently (ATF 144 II 93 or ATF 140 III 86).

84. On the other hand, the SFT has held that even though the wording “plays an important role,” interpretation is not limited to the text of the contract, since even when the interpretation seems clear at first glance, it may arise from circumstances that the text does not exactly reflect the true meaning of the agreement (ATF 127 III 444). The text, even when clear, is not decisive; indeed, the SFT has held that purely literal interpretation is “prohibited” in the context of Article 18 of the SCO (*ex multis*: ATF 127 III 444).
85. Conversely, objective interpretation is carried out according to the principle of “trust”; this normative criterion is used if subjective interpretation has not enabled the judge/arbitrator to determine the true intention of the parties (ATF 144 III 93). Objective interpretation attributes to a party the objective meaning of its statement or behavior according to the rules of good faith (ATF 144 III 93, ATF 133 III 61 or ATF 131 III 606).
86. The task of the Sole Arbitrator is thus to first interpret the terms of the Transfer Agreement to determine if a common intention is found (*i.e.*, subjective interpretation); and, but only if this hermeneutic exercise fails to yield a proper meaning, an interpretation according to the principle of trust or *confiance/Vertrauensprinzip* (*i.e.*, objective interpretation) must be undertaken. With regards to subjective interpretation, the textual meaning is a criterion, although not decisive; the previous and subsequent behavior of the parties is also relevant for determining the “true and common intention”.

C) The “true and common intention” of the Parties as evidenced by Mineiro’s subsequent –and consistent– acts and conduct

87. Applying these ideas to this dispute, the Sole Arbitrator finds that the interpretation offered by Mineiro in this appeal does not represent the “true and common intention” expressed in the Transfer Agreement and must henceforth be rejected. Mineiro’s interpretation not only does not arise from any unequivocal textual reading of the relevant provisions, but more importantly –and *crucially*– it goes against Mineiro’s own, consistent and historic interpretation of the contract, which is evidenced by numerous acts (and omissions) performed by Mineiro subsequently to the agreement’s signing.
88. Moreover, as will be further established, even if it is ascertained that no true and common intention can be inferred from the Transfer Agreement (*i.e.*, subjective interpretation), an interpretation flowing from the principle of trust or *confiance/Vertrauensprinzip* leads to the rejection of Mineiro’s purported interpretation.

² See TERCIER/ PICHONNAZ, *Le droit des obligations*, 6e. édition, Schulthess, Ginebra, 2019, p. 238 and cases cited therein.

89. At this juncture, it is appropriate to recall the relevant provisions of the Transfer Agreement:

Clause 3.4: “All payments by CAM under this clause “3.” are subject to receipt by CAM of a valid invoice for the sum due and shall be paid within 14 (fourteen) calendar days of receipt by CAM of that invoice.”

Clause 3.4.1: “In the absence of such invoice, CAM will not be able nor obliged to make the payment, and such nonpayment shall not constitute a breach of the contract by CAM.”

Clause 3.5: “All sums due to NFFC under this clause “3.” shall be paid by CAM to NFFC in full without set off or deduction of any kind or nature whatsoever, so that the sums specified in this Agreement are the sums received by NFFC in cleared funds on or before the due date for each payment.”

Clause 3.7: “In the event of any payment in this clause “3.” not being made on the due date (and it is agreed that time shall be of the essence in so far as payment dates are concerned) then such sum as remains unpaid interest shall accrue at the rate of 05% (five percent) per annum. In addition, CAM shall be responsible for all costs, expenses and losses incurred by NFFC as a consequence of the late or non-payment and shall indemnify NFFC in respect thereof.”

90. The textual or grammatical criterion for interpretation is not conclusive in this case.
91. On the one hand, the contractual wording refers to “a valid invoice”, without distinguishing between instalments, which seems to preclude the interpretation advanced by Mineiro to the effect that each instalment would necessarily require an autonomous invoice. On the other hand, Clauses 3.4 and 3.4.1 mention a “valid invoice”, in the singular, which can be said to reinforce the position that one invoice is sufficient. Both these points lead towards the rejection of Mineiro’s interpretation. However, the phrase “shall be paid within 14 calendar days of receipt by CAM of that invoice” appears to lead to the contrary conclusion, *i.e.*, that each instalment requires a separate invoice. Neither reading is thus *prima facie* or forthrightly implausible. The text, thence, is not decisive or conclusive to ascertain the “true and common intention” of the parties: no unequivocal or incontrovertible conclusion can be inferred from a purely literal interpretation.
92. In any case, as noted above, Swiss law does not adhere to a strictly literal interpretation, and does not even “follow the concept of ‘sens clair’ (cf. SFT 111 II 287 y 99 II 285) (CAS 2017/A/5172); thus, the arbitrator may have recourse to other means of interpretation (*e.g.* CAS 2017/A/5172) for determining the “true and common intention” of the parties.
93. In this sense, as has been noted above, another important method for ascertaining the subjective interpretation of the contract foreseen in Swiss law is the subsequent conduct and behavior of the parties (see further: ATF 144 III 93; ATF 140 III 86; ATF 129 III 675), as it evidences what the parties actually understood and interpreted the contract to mean after the date of execution.

94. As the SFT held in case ATF 144 III 93:

*“the judge must therefore first ascertain the true and common intention of the parties (subjective interpretation), if necessary empirically, based on circumstantial evidence (ATF 132 III 268 consid. 2.3.2, ATF 132 III 626 consid. 3.1 p. 632; ATF 131 III 606 consid. 4.1). Such evidence includes not only the content of declarations of will –written or oral– but also the general context, that is, all circumstances that allow the parties' true intention to be discovered, whether these are declarations made before the conclusion of the contract or events that occur afterward, **in particular the subsequent conduct of the parties establishing the contracting parties' own views at the time**” (free translation and emphasis by the Sole Arbitrator).*

95. This “historical” criterion of interpretation –that is, the subsequent behavior and acts of the parties— is wholly conclusive in this case: Mineiro’s unequivocal subsequent conduct and behavior is not only legally relevant, but *decisive*.

96. In effect: there are at least 9 different acts and/or omissions attributable to Mineiro, all realized after the Transfer Agreement was executed, that make it clear that the Brazilian club always interpreted, understood and acted (that is, before the lodging of the claim before FIFA) according to the idea that no new and separate invoice was necessary.

97. This ulterior conduct by Mineiro is legally significant and decisive for interpreting the Transfer Agreement in this dispute.

98. First, Mineiro made no comment and/or protest when Nottingham issued a single invoice containing reference to all three instalments, and their respective due dates (*i.e.*, the January Invoice), and it duly performed and paid the First Instalment.

99. Second, when asked by the Nottingham officer on 16 December 2024 whether the club had “*everything needed to make the necessary transfer payment of 1.5m EUR on 2nd January 2025 for [A.] as per the transfer agreement*”, the Mineiro officer replied that it copied “*CAM' Finance Dep. for information and carrying out the appropriate procedures*”. In other words, Mineiro was explicitly inquired whether any further step was necessary, and it did not state the contrary.

100. Third, in the January 2025 email it stated:

*“Dear Phil,
I hope this email finds you well.
Our CFO, Mr. @Thiago Ribeiro Maia (with copied), gave me feedback today, and first of all, our **deepest and sincerest apologies for the delay and default incurred by our club.**
We'd like to stick with the terms of the agreement “as is”.
Since the end of last year, our administration and payment schedule have been compromised by the extraordinary volume of labor and taxes commitments. In*

addition, considering the national championship (Brasileirão 2025) will only start in March, at the beginning of the year our revenue is extremely affected by the lack of relevant matchday income.

All in all, to solve this cashflow problem, CAM' board expected an investment of EUR 10,000,000.00 in the company by this month, which it has not been completed yet.

*This might not be a problem that concerns Nottingham Forest, **but we need transparency to show you our utmost effort for settling this payment issue.***

*Therefore, **our Board** is kindly **requesting a delay from the Nottingham Forest** to honor the payment until the end of April.*

We do thank you for all your kindness and attention for having this matter with your club properly settled (...)" (emphasis added by the Sole Arbitrator).

101. Clearly, this communication not only expressly *recognizes* the situation of default by Mineiro, apologizing for the “**delay and default** incurred by our club” (emphasis by the Sole Arbitrator), but also conveys the understanding that the Transfer Agreement should be performed without any further formal or substantive requirement (“*we’d like to stick with the terms of the agreement ‘as is’*”), even explicitly “*requesting a delay from Nottingham Forest*”. Thus, nothing in this communication, in which the CFO of Mineiro is copied, gives any reason to believe that Mineiro interpreted that payment could be withheld because a new invoice was required – exactly the contrary is to be concluded.
102. If any doubt remains regarding Mineiro’s historic understanding of the terms of the Transfer Agreement up to that moment –and for the Sole Arbitrator there is none— as a fourth and fifth relevant fact(s), Mineiro went on to make not one but two partial payments, on 16 January 2025 and 27 January 2025, paying 2/3 (or 66,6%) of the Second Instalment, without making any protestation or insinuation that any new formal step or requirement (such as a separate invoice) was pending.
103. The only sensible conclusion of these two partial payments is that Mineiro understood – and made it clear that it understood— that no new invoice or formal matter was pending. Why pay 2/3 (or 66,6%) of an instalment if the understanding was that it was not mature as a condition precedent was pending? No reasonable answer exists.
104. Sixth, when in the 18 March 2025 email the Nottingham officer inquired about the pending € 500,000, Mineiro did not reply, nor did it mention any need for a new invoice.
105. As a seventh, eighth and ninth relevant fact(s), when Nottingham sent the First, Second and Third Communication, Mineiro had all the chance to object, or protest, or mention a new invoice, and it failed to give any indication whatsoever in this regard, even though a copy of the January Invoice was attached again to the First and Second Communications.
106. In other words, there are at least 9 different and separate factual indications that at the very minimum from 1 January 2024 to 27 May 2025, any reasonable observer –including Nottingham itself— could only conclude that Mineiro’s understanding of the terms of the Transfer Agreement, as evidenced, to repeat, in the concrete conduct and behavior of Mineiro, was that no separate or new invoice was necessary, and that the January Invoice

was sufficient. Mineiro even went as far as acknowledging expressly its default status (in the January 2025 email); arguably, it also tacitly acknowledged its default, by making not one but two partial payments of the Second Instalment despite the fact that no new invoice was presented. Surely it is impossible to cohere this conduct with an interpretation that Clause 3.4.1 was applicable, and a new invoice was necessary. And surely, anyone paying the substantial amount of € 1,000,000 would at least protest or give an indication that the payment was subject to another requirement or formal step. None of this happened.

107. There is thus simply no way to understand this subsequent legally relevant conduct by Mineiro if it had understood (then) that a new and separate invoice was required: why did Mineiro pay 2/3 of the Second Instalment if the interpretation it now holds was true? No convincing answer can be found. Had Mineiro always interpreted that a separate invoice was required, then, at the very least: firstly, it must have stated this position unequivocally and in a timely manner; and secondly, it should not have made any partial payment whatsoever. It must be emphasized that Clause 3.4.1 does not distinguish between partial and total payments; it states that if there is no invoice, then Mineiro would not be obliged to pay any amount. But then, why did it not only make no protestation –even though it was sent numerous emails as well as three different formal communications by Nottingham— and moreover went as far as paying a substantial portion of the Second Instalment? The only sensible answer to explain this silence, on the one hand, and active payment and fulfilment of a substantial portion of the Second Instalment, on the other, is that Mineiro had always in fact interpreted that the January Invoice was sufficient.
108. Thus, the Sole Arbitrator is of the firm conviction that Mineiro’s subsequent allegation that the January Invoice lacked any legal effect with respect to the Second Instalment is discordant with its own prior, consistent and relevant acts/conduct and historic interpretation of the Transfer Agreement, evinced in (at least) 9 different moments and/or acts from 1 January 2024 to (at least) 27 May 2025, and that the correct interpretation of the terms of the contract –pursuant to Mineiro’s own legally relevant conduct— is that the January Invoice was sufficient. This historical interpretation based on Mineiro’s unequivocal subsequent conduct is, to repeat, an important criterion or means for ascertaining the “true and common intention” (*i.e.*, subjective interpretation) of the parties to an agreement, which is fully recognized by Swiss law.
109. In sum: the Sole Arbitrator interprets that the “true and common intention”, reflected in Mineiro’s own conduct (in at least 9 different moments), is that the January Invoice – which detailed all three instalments, their amounts and due dates, and which was sent twice to Mineiro when requesting the Second Instalment— was sufficient, and that Nottingham performed its relevant contractual duty by issuing this document.

D) *In any event, Mineiro’s (current) interpretation is not in accordance with the principle of trust (confidence/Vertrauensprinzip)*
110. For the sake of clarity and of exhaustiveness, the Sole Arbitrator emphasizes that even if his conclusion on the proper subjective interpretation of the Transfer Agreement is rejected, an interpretation in accordance to the principle of *confidence/Vertrauensprinzip*

(*i.e.*, objective interpretation) –which is the next hermeneutic step according to Swiss law— would also lead to a rejection of Mineiro’s purported interpretation.

111. As the SFT has explained this principle (in ATF 144 III 93):

“If the judge is unable to determine the parties' true and common intention— because the evidence is lacking or inconclusive— (...) he must resort to normative (or objective) interpretation, namely, to seek their objective intent, by determining the meaning that, according to the rules of good faith, each party could and should reasonably have attributed to the other's declarations of intent” (free translation and emphasis by the Sole Arbitrator).

112. In this sense, it does not seem possible to hold that an interpretation in which one party received an invoice with all the information regarding the three instalments (maturity date, amount, etc.) without making any comment or objection; in which it received various communications and made no comment and protestation whatsoever; in which it even recognized that it was in default and asked for a delay; and in which it even paid not once but two times a substantial part (66,6%) of the Second Instalment without making any comment or objection, is compatible with this principle of trust. Particularly albeit not exclusively, the legally relevant conduct of paying 2/3 (or 66,6%) of the Second Instalment, even though Nottingham had not issued a separate invoice, is incoherent, inconsistent and contradictory with –a subsequently adopted— position that no payment was due since no separate invoice was issued for the Second Instalment.

113. In any case, what real and substantial difference would a second invoice make, given that all the relevant information was already contained in the first invoice? Is not the insistence on obtaining redundant information to withhold payment (and then, only partially) against the objective notion of trust? Here, it must be recalled that Nottingham even sent a copy of the January Invoice, that contained an explicit mention of the Second Instalment, with the First and Second Communication, which received no comment or protestation by Mineiro. What is the legally relevant criterion for stating that this January Invoice, sent again (two times) for the purposes of the Second Instalment, was insufficient?

114. At bottom, the truth is that the January Invoice fulfilled its contractual and economic function, insofar as it allowed for the clear identification of the debt, its amount, its structure in instalments, and the payment schedule agreed by the Parties. To insist and require a new invoice, which would only repeat the same information that was already contained in the January Invoice –which was sent two ulterior times by Nottingham, without any comment or protestation whatsoever— is not only incompatible with the standard function of an invoice in the context of commercial/sports relationships but is, in the particular context of this dispute, not reasonable (*i.e.*, not in good faith).

115. In sum: Mineiro received the January Invoice without raising any objection; it received multiple communications without any comment or protestation; and it made not one but two partial payments of the Second Instalment; all of this, even though no new invoice was issued. To argue *now* –despite being explicitly asked previously whether anything was missing and being contacted multiple times— that a separate invoice was necessary,

only to thwart further performance, is not compatible with the *confidence/Vertrauensprinzip* idea.

116. Thus, even if the subjective interpretation of the Transfer Agreement offered by the Sole Arbitrator is rejected *ad arguendo*, the second step in the hermeneutic process, of subjecting the agreement to the principle of trust (*i.e.*, objective interpretation), would also inevitably lead to a rejection of Mineiro's (current) interpretation.

E) Conclusion of the Sole Arbitrator

117. The Sole Arbitrator consequently concludes that under a proper and sensible interpretation of the Transfer Agreement the January Invoice was sufficient for fulfilling Nottingham's duty of issuing a timely and valid invoice pursuant to Clause 3.
118. As the Appellant itself recognized through one of its officers (in the January 2025 email), Mineiro was in fact in "default" since the truth of this case is that the invoice required by the Transfer Agreement was duly issued by Nottingham (*i.e.*, the January Invoice). The further fact that Mineiro made not one, but two partial payments on the Second Instalment is, by itself, conclusive evidence that it interpreted that the January Invoice was sufficient to fulfill the role provided for in Clause 3: it would be simply impossible to understand the payment of 2/3 of an instalment if a formal requirement was missing. In sum: Mineiro gave consistent and unequivocal indications (in at least) 9 different moments that its own interpretation was that no separate invoice was necessary.
119. Finally, even if this subjective interpretation were to be discarded, an interpretation according to the principle of trust would inevitably lead to the same practical conclusion: the January Invoice is sufficient for the purposes of Clause 3.

F) Consequences on the exceptio de non adimpleti contractus

120. This conclusion entails that the core defense of Mineiro is groundless. *Idem valet, a fortiori*, for its invocation of the *exceptio de non adimpleti contractus* (Article 82 SCO).
121. Leaving besides the discussion of whether we are before a principal or ancillary obligation³, the defense presupposes logically and chronologically a *non-performance* by the other party ("*non adimpleti*"). However, the Sole Arbitrator has found that with the issuance of the January Invoice Nottingham duly *performed* its contractual duty.
122. Thus, no possibility of entertaining the *exceptio* is open.

C. Second issue: Was Mineiro in default and should the acceleration provision apply to the Third Instalment?

³ The SFT has variously emphasized the *synallagmatic* or causally-interconnectedness of the two principal promises (*e.g.*, ATF 67 II 123 or ATF 107 II 411). In this case, *prima facie* it would seem at least discussable whether the principal or "*synallagmatic*" obligations are related to the two *Leistungen* of transfer/payment, rather than the invoice. However, given the conclusion reached by the Sole Arbitrator, it is here unnecessary to further dwell on this matter.

123. In light of the Sole Arbitrator's conclusion regarding the first issue, this second issue can be summarily disposed.
124. Indeed: Mineiro's argument for stating that it was not in default and that the acceleration provision could not be applied is squarely based on its interpretation that a separate and timely invoice was required for the Second Instalment.
125. However, the Sole Arbitrator has rejected this argument: there can be no discussion that the January Invoice was sufficient (as the Appellant itself repeatedly recognized in no less than 9 moments, including two partial payments; even though no separate invoice was issued). Moreover, the Appellant has not established the existence of any further valid contractual or legal ground capable of justifying or excusing such delay in payment, besides the argument based on the invoice. Its position is, *stricto sensu*, groundless.
126. Article 102 of the SCO establishes that:
- “1. Where an obligation is due, the debtor is in default as soon as he receives a formal reminder from the creditor.
2. Where a date for performance is fixed by mutual agreement or as a result of a duly exercised right of termination reserved by one party, the debtor shall be automatically in default upon the expiration of that period”* (free translation by the Sole Arbitrator).
127. In this case, the Parties provided for a specific provision regarding non-payment, namely, Clause 3.6 of the Transfer Agreement:
- “3.6. If CAM fails to pay any amount owed to NFFC, by the agreed due date(s) as set out in clause '3.1' above, NFFC shall issue a written notice via email. If CAM subsequently fails to fulfil the payment within an additional 15 (fifteen) calendar days after receiving this notification from NFFS, all remaining instalments which have not yet become due at the respective point in time shall immediately, automatically and fully fall due”*.
128. *Prima facie*, this provision appears ambiguous. It could be read as requiring written notice *solely* for acceleration purposes or *both* for putting the debtor in default *and* for acceleration. Neither interpretation appears as outright unreasonable.
129. The PSC, by applying (albeit without explicitly mentioning) the rationale of Article 102(2) of the SCO, interpreted that default on the Second Instalment occurred *ipso jure* after 2 January 2025; *i.e.*, it understood that this provision applies only for acceleration purposes.
130. The Sole Arbitrator was prepared to entertain a discussion of the Parties on this matter. However, considering that the Appellant did not expressly object this part of the Appealed Decision, and that its requests for relief do not include a petition on this particular point, he is satisfied with the reading of Clause 3.6 in the light of Article 102(2) of the SCO, and thus, circumscribing its application to acceleration and not to default itself. This,

moreover, accords to standard contractual practice and also to Mineiro's own previously held position (as expressed, *e.g.*, in the January 2025 email). In other words, since under Swiss law "*where a date for performance is fixed by mutual agreement ... the debtor shall be automatically in default upon the expiration of that period*", Mineiro was in default as from 3 January 2025. This reading is further backed by Clause 3.7, which states that if any payment is not made "*on the due date (and it is agreed that time shall be of the essence in so far as payment dates are concerned) then such sum as remains unpaid interest shall accrue at the rate of 05%...*".

131. Consequently, the Sole Arbitrator interprets Clause 3.6 as establishing a written communication requesting payment within a 15-calendar day period solely for the purposes of activating the acceleration provision.
132. As noted above, Nottingham sent repeated communications to Mineiro requesting payment. Not only did the English club send two emails (on 6 January 2025 and 18 March 2025), but it sent three different and separate formal communications seeking contractual compliance from the Brazilian club.
133. With the First Communication of 20 March 2025, Nottingham requested payment of the € 500,000 giving Mineiro a 15-calendar day period. Thus, this notification duly fulfilled the provisions of Clause 3.6 for acceleration purposes. Coherently, with the Second Communication (*i.e.*, 15-calendar days after the First Communication), it noted that in accordance with Clause 3.6 the acceleration provision was triggered, and all remaining instalments had become due and payable in full. Nottingham then issued the Third Communication, giving Mineiro one final opportunity –10 further days— for payment and for purposes of Article 12bis of the RSTP, which also remained unanswered.
134. In sum, considering that no further argument was given to the defense based on the separate invoice –which was rejected— the Sole Arbitrator finds that Mineiro was in effect in default, as from 3 January 2025 for the Second Instalment, and as of 5 April 2025 for the Third Instalment, which was correctly triggered pursuant to the *lex voluntatis* freely expressed by the Parties in Clause 3.6 of the Transfer Agreement.
135. In other words, and as will be further reiterated and emphasized below, the matter at bottom in this case is the simple –albeit fundamental— application of two essential legal principles: *liberté contractuelle*, or freedom of the parties to establish the rules that will govern their relationship, and *pacta sunt servanda*, or the idea that promises must be kept and performed.

D. Third issue: Can default interest be applied to the accelerated sums (the *ne bis in idem* argument)?

136. As a subsidiary defense to its argument that no contractual default occurred, Mineiro argues that the default interest must be confined to its original contractual date, rather than applying to the accelerated maturity date of the Third Instalment. According to Mineiro, imposing default interest as from the acceleration date on the Third Instalment, rather than from its original due date, amounts to a duplication of sanctions for the same

breach (*ne bis in idem*, by analogy); this duplicates the sanction. Such cumulation is inconsistent, Mineiro argues, with contractual fairness, proportionality and the principle that remedies should not unduly enrich one party nor excessively penalize the other.

137. In the Sole Arbitrator’s view, this line of argument lacks any legal basis and must be rejected.

A) *Default interest and acceleration are not –from a legal point of view– “sanctions” to be “accumulated” but two distinct legal institutions with different functions*

138. The first point that must be emphasized is of a technical-conceptual nature: the simple reality is that there are no two “cumulative penalties” or “sanctions” to be applied, but two distinct legal institutions with different requirements and functions.

139. Legal concepts are important technical tools in the law and must be duly considered and applied with care. Grouping and uncritically mixing two distinct legal institutions, each with its own normative regulation, rationale and function, under a single umbrella notion —of “penalties” or “sanctions”— is an approach that conflates juridical concepts and is *pro tanto* untenable. Swiss law, which applies to this dispute —in fact: most legal systems in the civilian tradition (including Brazil⁴)— has for a long time shaped and pruned the concepts of default interest, on the one hand, and of so-called “acceleration clauses” on the other, as two distinct legal institutions, carefully delineating their respective conditions of application, functions and effects. This tradition is not the result of arbitrary spasms or exercises in legal construction but rather reflects a considered conceptual and technical logic that must be respected and carefully applied.

140. The Transfer Agreement contemplates these two legal mechanisms: the acceleration clause and default interest, neither of which can be considered, *stricto sensu*, as a “penalty” or “sanction”. Strictly speaking, the term “sanction” could, at most, be applied to what Swiss law refers to as a contractual penalty clause (*clause pénale*), governed by Articles 160 to 163 of the SCO, since it fulfils a dual function of pressure (*in terrorem*)⁵ and compensation – but no such clause is of course under discussion herein.

141. Acceleration clauses and default interests are, in a nutshell, two different legal institutions, with different conditions for application and different effects.

142. Default interest is governed by Article 104 of the SCO, and it represents the damage suffered by the creditor as a result of the failure to perform the obligation (*Leistung*) within the agreed time; such interest “*seeks to prevent the unjust enrichment of the debtor, who continues to enjoy the use of the amount owed*”⁶. Default interest is therefore not a “sanction”, but a form of “compensation”⁷, and this essentially compensatory nature has been expressly emphasized by the SFT in its rulings (e.g. in BGE 131 III 12). Accordingly, it can only be regarded as a “penalty” in a highly non-technical sense,

⁴ See *ex multis et in abundantia*, articles 333 or 1425; or 395 and 404; of the Brazilian Civil Code.

⁵ TERCIER/PICHONNAZ, *Le droit des obligations*, 6th. Edition, Schulthess, 2019, p. 339.

⁶ TERCIER/PICHONNAZ, *Le droit des obligations*, 6th. Edition, Schulthess, 2019, p. 322.

⁷ VON TUHR, *Tratado de las Obligaciones*, Comares, Granada, 2007, p. 358, n. 136.

namely, as a negative consequence of contractual non-performance. However, if that were the case, the ordinary obligation to compensate damages, or even *in natura*/specific performance, would also have to be characterized as “sanctions”, notwithstanding their purely compensatory/obligatory nature – which cannot be seriously disputed.

143. In turn, an acceleration clause—to use the anglicism— can only be described as a “penalty” in a highly improper or confusing manner. The legal concept of a “term” or of “instalments” (in French, *terme*) likewise has its own distinct regulation in the SCO, in Articles 75, 76 *et seq.*, as a “modality of the obligation” (*modalités d’exécution de la prestation*⁸). It represents a facility or grace granted by the creditor to the debtor, allowing the obligation to be performed over time, in instalments, rather than immediately or contemporaneously to the agreement’s execution. It is therefore only logical that, if the debtor defaults and fails to respect that concession or facility granted by the creditor—namely, to perform the obligation in several instalments so as to ease the burden of performance—the debtor cannot continue to benefit from such a concession. Indeed, the very purpose of that concession was premised on the expectation that the debtor would perform: the concession simply loses its rationale in the event of non-performance. The acceleration of payment is not a “penalty”; it does not “sanction” the debtor (*in terrorem*); nor does it grant any additional or different compensation to the creditor; it is merely a natural consequence of the failure to comply with the original contractual payment schedule. Crucially, it must be highlighted that such a clause does not require the payment of any additional amounts beyond those already agreed; it merely triggers the immediate maturity of the *same* amounts as those *originally* stipulated.
144. As can be seen, these are two distinct legal institutions, each governed by separate provisions of the SCO, each serving different functions and purposes.
145. In fact, these mechanisms are not exceptional, but rather common—indeed endemic—in modern contractual practice, including sports law. Default interest, in particular, is due *ex lege* even if the parties remain silent (*vide*: Article 104 SCO). Acceleration clauses are likewise extremely common in transactions involving instalment payments.
146. Accordingly, the Sole Arbitrator must forcefully reject the notion that there are two “cumulative” penalties or that a “double sanction” has been imposed in the present case. Default interest and the acceleration clause are not, from a technical-legal standpoint, “penalties” or “sanctions” that accumulate, but rather distinct legal mechanisms, each with its own regulation, function and conditions of application, which cannot be conflated into a *totum revolutum* to argue that there are two sanctions, or that there is a violation of proportionality or contractual fairness.
147. Likewise, for the sole purpose of providing maximum clarity and completeness, the Sole Arbitrator emphasizes that, even if these two mechanisms were—erroneously—considered to be “cumulative penalties”, this would have no material consequence in the present case, as the terms agreed in the Transfer Agreement reflect what is normal and standard in contractual practice in general, and in sports law in particular. In other words,

⁸ TERCIER/PICHONNAZ, *Le droit des obligations*, 6th. Edition, Schulthess, 2019, p. 265; or VON TUHR, *Tratado de las Obligaciones*, Comares, Granada, 2007, p. 293.

even if —incorrectly— they were characterized as “penalties”, there is no reason to consider that the coexistence of acceleration and interest under the terms agreed here would violate Swiss law: they are typical mechanisms, serving different purposes, and subject to specific controls of excessiveness under Swiss law (for example, as regards the applicable interest rate, as will be seen below), which ensures their legal appropriateness.

B) *Corollary: application of liberté contractuelle and pacta sunt servanda principles*

148. Thus, what remains for the Sole Arbitrator is the respect —and application— of two basic legal principles, both fundamental to Swiss law.
149. First, the principle of *liberté contractuelle* enshrined in Article 19 *et seq.* of the SCO, which is (rightly) considered as “*one of the fundamental pillars of private law*”⁹. If the Parties agreed to an acceleration clause, on the one hand, and default interest, on the other, then their *lex voluntatis* must be respected.
150. Second, the principle of *pacta sunt servanda*, which entails that parties must be held good to their promises. It has been said that “the principle of contractual fidelity [*pacta sunt servanda*] dominates Swiss law of contractual obligations” and thus “protecting security in transactions” is a primary function of Swiss contract law, since “the effectiveness of social and commercial life stems from the postulate that the efficacy of contracts cannot be easily challenged”¹⁰. These values are protected and encapsulated in the formula *pacta sunt servanda*, which, despite its laconic and concise character, is “deeply rooted in the cultural heritage” of the Swiss legal system. It is a cornerstone upon which legal systems, and indeed civilized human coexistence, are built, and has been repeatedly and rightly recognized by CAS jurisprudence (see e.g., CAS 2007/A/1328; CAS 2017/A/5213; CAS 2017/A/5182; CAS 2010/A/2144; CAS 2012/A/3035).
151. Thus, Clause 3.6 which establishes an acceleration provision in case of default must simply be recognized as the *lex voluntatis* of the Parties expressed in *liberté* and enforced.
152. With regards to default interest, under Swiss law, the accrual of default interest constitutes an automatic legal and contractual consequence of default, without any need to establish actual damage or culpable conduct on the part of the debtor (e.g., BGE 129 III 535).
153. *In casu*, Clause 3.7 of the Transfer Agreement expressly provides that, in the event of late payment of any amount due, the outstanding sum shall accrue interest at a rate of 5% per annum, without prejudice to other rights of the creditor.
154. Pursuant to Article 104(1) of the SCO, a debtor of a monetary obligation who is in default owes interest at a rate of 5% *per annum*, and paragraph (2) of that provision expressly allows the parties to agree on a higher rate.
155. In this case, the agreed interest rate was 5% per annum, which is the minimum foreseen

⁹ As defined by the SFT : “*un des piliers des libertés fondamentales de droit privé*” (ATF 129 III 276).

¹⁰ TERCIER/PICHONNAZ, *Le droit des obligations*, 6e. edition, Schulthess, Ginebra, 2019, pp. 235/135/141, respectively.

in the SCO. In any case, CAS jurisprudence has recognized, *inter alia*, 17% annual interest as the maximum permissible interest rate under Swiss public policy, as established by the SFT¹¹. Here, the 5% rate adheres to the (minimum) statutory standard and cannot be regarded as excessive in any sense.

156. Accordingly, the Sole Arbitrator considers that the default interest rate of 5% per annum is valid and fully enforceable and must therefore give effect to the provisions freely and voluntarily agreed by the parties, both with regards to the Second Instalment as from 3 January 2025 and to the Third Instalment as from 5 April 2025.

E. Fourth issue: Was the disciplinary warning imposed by FIFA according to the applicable regulations?

157. Under this final issue, the Appellant submits that the disciplinary warning issued pursuant to Article 12bis of the RSTP is unsustainable and must be set aside, as the imposition of disciplinary sanctions presupposes the existence of a clear and unjustified breach of contractual obligations, which, according to the Appellant, did not occur in this case.

158. Article 12bis of the RSTP states that:

“1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

2. Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.

3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

4. Within the scope of its jurisdiction (cf. article 22 to 24), the Football Tribunal may impose the following sanctions: a) a warning; b) a reprimand; c) a fine; d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

(...).”

159. As is well-known, this provision was introduced with the aim of strengthening financial discipline, promoting contractual stability, and battling the practice of late payments in professional football, by providing FIFA with specific disciplinary tools to address contractual breaches¹². Article 12bis establishes an autonomous regime of disciplinary

¹¹ *Vide, e.g., CAS 2022/A/8735.*

¹² *“The aim of article 12bis is to ensure that clubs comply with their contractual financial obligations towards players and other clubs, which makes this regulatory provision in general – and its first paragraph in particular – the crystallisation of the legal principle of pacta sunt servanda in connection with financial obligations assumed by clubs towards players and other clubs”*: as the FIFA Commentary puts

liability, the application of which does not require –contrary to Mineiro’s contention— the resolution of complex contractual interpretation disputes, but rather the objective verification of certain factual and legal prerequisites. If this were not the case, the whole system would be difficult, if not impossible, to implement.

160. Article 12bis thus sets *formal* and *substantive* requirements for a club to be considered responsible. These requirements, which must be met cumulatively, may be summarized as follows: (a) a due and payable financial obligation; (b) a delay exceeding thirty (30) days in the performance of that obligation; (c) the absence of a *prima facie* contractual basis justifying the delay; and (d) prior written default notice by the creditor, granting a minimum period of ten (10) days to remedy the non-compliance.
161. The Sole Arbitrator finds that these requirements are handsomely satisfied *in casu*.
162. As was established in the preceding sections, there was (a) a valid and payable financial obligation: the Second Instalment was fully due and payable (and in fact, was even partially paid by Mineiro) as from 3 January 2025, and the Third Instalment became due and payable as from 5 April 2025, as a result of the activation of the acceleration clause.
163. On the other hand, (b) the Appellant’s delay in payment extended for a period exceeding the thirty (30) days required under Article 12bis.
164. Moreover, (c) there was no *prima facie* contractual or legal ground for delay/non-payment. In particular, the argument concerning the alleged absence of a separate invoice does not constitute a *prima facie* contractual basis, as it has been dismissed not only for lacking any foundation in the Transfer Agreement but more importantly for being contrary to the Appellant’s own interpretation –expressed in no less than 9 different moments, including partial payment of a substantial part of the debt (*i.e.*, 2/3 or 66,6%)— of the terms of the contract.
165. The Sole Arbitrator notes that the standard of a “*prima facie* contractual basis” requires the existence of a clear and objective justification capable of being immediately ascertained, which is here not found: the only argument given is the absence of a separate invoice. But this argument is baseless, and it contradicts the previous declarations and conduct of Mineiro, including payment of 2/3 of the amount owed, a conduct which is simply impossible to cohere with a *prima facie* reason for delay/non-payment.
166. Finally, (d) the purely formal requirement of a 10-day notice was fulfilled with the Third Communication.
167. Once the formal and substantive requirements set forth in Article 12bis had been established, the PSC was duly authorized to impose one of the sanctions provided for in paragraph 4 of that provision.

168. In the present case, the PSC chose to impose a “*warning*”; namely, the most lenient sanction provided for by the Regulations, expressly reserved for first-time infringements and conceived as a preventive and corrective measure.
169. Far from constituting a disproportionate or arbitrary sanction, the warning imposed reflects a reasonable exercise of FIFA’s disciplinary powers, in line with the principles of proportionality and graduality. Particularly, taking into account: (a) the nature and amount of the breach; (b) the duration of the delay; (c) the absence of recent disciplinary records against the Appellant; and (d) the deterrent objective of Article 12bis.
170. In light of the foregoing, the Sole Arbitrator concludes that:
- There was an enforceable financial obligation;
 - There was a delay of more than 30 days;
 - The delay lacked any *prima facie* contractual justification;
 - Nottingham complied with the formal requirement set forth in Article 12bis; and
 - The sanction is not inconsistent with the applicable framework and is clearly not disproportionate.
171. Consequently, the sanction must be upheld.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules as follows:

1. The appeal filed by Clube Atlético Mineiro against Nottingham Forest FC and the *Fédération Internationale de Football Association* (FIFA) with respect to the decision rendered on 14 July 2025 by the Players' Status Chamber of the FIFA Football Tribunal (Ref. Nr. FPSD-19401) is dismissed.
2. The decision rendered on 14 July 2025 by the Players' Status Chamber of the FIFA Football Tribunal (Ref. Nr. FPSD-19401) is confirmed in its entirety.
3. (...).
4. (...).
5. To dismiss all other requests submitted by the Parties.

Seat of arbitration: Lausanne, Switzerland
Date: 1 April 2026

THE COURT OF ARBITRATION FOR SPORT

Roberto Moreno Rodríguez Alcalá
Sole Arbitrator